

THIS INSTRUMENT PREPARED BY:

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STATE OF ALABAMA)

MORTGAGE AND SECURITY AGREEMENT

COUNTY OF SHELBY)

THIS INDENTURE made this 29th day of May, 1987, between HAROLD R. WALKER and FRANCES J. WALKER (hereinafter called the "Borrower", whether one or more), Mortgagor, and CENTRAL BANK OF THE SOUTH, Birmingham, Alabama (hereinafter called "Bank"), Mortgagee.

W I T N E S S E T H:

WHEREAS, Borrower is justly indebted to Bank on a loan in the principal sum of ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,600,000.00) (the "Loan"), or so much as may from time to time be disbursed thereunder, as evidenced by a promissory note dated May 29, 1987, payable to Bank with interest thereon (the "Note") on June 1, 2002, or such earlier maturity date as provided in the Note or as provided in any Loan Document as defined below.

WHEREAS, Borrower may hereafter become indebted to Bank or to a subsequent holder of this Mortgage on loans or otherwise (the Bank and any subsequent holder of this Mortgage being referred to herein as "Lender") and

WHEREAS, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Borrower to Lender arising from or in connection with the Loan, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions and modifications thereof, and whether incurred or given as maker, endorser, guarantor or otherwise (herein "Other Indebtedness").

NOW, THEREFORE, Borrower, in consideration of making the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees, and any

and all Other Indebtedness of Borrower to Lender as set forth above, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note and set forth in all other documents which may be executed by Borrower to evidence, secure or obtain the Loan, including, without limitation, this Mortgage, the Assignment of Rents and Leases, the Security Agreement and the UCC-1 Financing Statements related thereto (collectively, the "Loan Documents"), and as may be set forth in instruments evidencing or securing Other Indebtedness of Borrower to Lender (the "Other Indebtedness Instruments") has bargained and sold and does hereby grant, bargain, sell, alien and convey unto Lender, its successors and assigns, the following described land, real estate, estates, buildings, improvements, fixtures, furniture, and personal property (which together with any additional such property in the possession of Lender or hereafter acquired by Borrower and subject to the lien of this Mortgage, or intended to be so, as the same may be constituted from time to time is hereinafter sometimes referred to as the "Mortgaged Property") to-wit:

(a) All that tract or parcel or parcels of land and estates particularly described in Exhibit A attached hereto and made a part hereof.

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Exhibit A, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the property described in Exhibit A or not and whether in storage or otherwise wheresoever the same may be located.

(c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower, and the reversion and reversions, remainder and remainders, rents, issues and

profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Borrower, however, so long as Borrower is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Lender, its successors and assigns forever, subject however to the terms and conditions herein;

PROVIDED, HOWEVER, that these presents are upon the condition that, if Borrower shall pay or cause to be paid to Lender the principal and interest payable in respect to the Note, and any extensions, renewals, modifications and refinancings of same, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by Borrower, and shall pay all charges incurred herein by Lender on account of Borrower, including, but not limited to, attorneys' fees, and shall pay any and all Other Indebtedness of Borrower to Lender, and shall keep, perform and observe all and singular the covenants, conditions and agreements in this Mortgage, in the Note, in the Loan Documents, and in the Other

Indebtedness Instruments expressed to be kept, performed, and observed by or on the part of Borrower, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, sold and conveyed shall cease, determine and be void, but shall otherwise remain in full force and effect.

AND Borrower covenants and agrees with Lender as follows:

ARTICLE I

1.01 Performance of Mortgage, Note and Loan Documents. Borrower will perform, observe and comply with all provisions hereof, and of the Note, and of the Loan Documents, and of the Other Indebtedness Instruments, and will duly and punctually pay to Lender the sum of money expressed in the Note, with interest thereon, and all other sums required to be paid by Borrower pursuant to the provisions of this Mortgage, of the Loan Documents, and of the Other Indebtedness Instruments, all without any deductions or credit for taxes or other similar charges paid by Borrower.

1.02 Warranty of Title. Borrower hereby warrants that, subject to any exceptions shown on Exhibit A, it is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged, or is lawfully seized of such other estate or interest as is shown on Exhibit A hereto, and has good and absolute title to all existing personal property hereby mortgaged and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Borrower shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto Lender, its successors and assigns, against the lawful claims of all persons whomsoever.

1.03 Future Advances, Revolving and Open-End Loans, and Other Debts. It is expressly understood that this Mortgage is intended to and does secure, not only the Loan, but also future advances and any and all Other Indebtedness, obligations and liabilities, direct or contingent, of Borrower to Lender, whether now existing or hereafter arising, and any and all extensions, renewals, modifications and refinancings of same, or any part thereof, existing at any time before actual cancellation of this instrument on the probate records of the county or counties where the Mortgaged Property is located, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise. The Loan and the Other Indebtedness may, if provided in the applicable loan instruments, provide

for revolving or open-end loans and advances, all of which shall be secured by this Mortgage.

1.04 Monthly Tax Deposit. If required by Lender, Borrower shall pay on the first day of each month one-twelfth (1/12) of the yearly taxes on the Mortgaged Property, as estimated by Lender, in addition to each regular installment of principal and interest. Such sums shall not draw interest, and shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender. Borrower agrees to pay Lender the amount of any deficiency necessary to enable Lender to pay such taxes when due. Such sums may be applied by Lender to the reduction of the indebtedness secured hereby in the event of a default under this Mortgage, the Note, the Loan Documents, or the Other Indebtedness Instruments.

1.05 Other Taxes, Utilities and Liens.

(a) Borrower will pay promptly, when and as due, and, if requested, will exhibit promptly to Lender receipts for the payment of all taxes, assessments, water rates, utility charges, dues, charges, fines, penalties, costs and other expenses incurred, and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of Lender in the Mortgaged Property (other than any of the same for which provision has been made in Section 1.04 hereof), or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage for any amounts secured hereby or would have priority or equality with this Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof.

(b) Borrower promptly shall pay and will not suffer any mechanic's, laborer's, statutory or other lien which might or could be prior to or equal to the lien of this Mortgage to be created or to remain outstanding upon any of the Mortgaged Property.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes, then Borrower immediately shall pay any increased taxes if allowed by law, and if Borrower fails to pay such additional taxes, or if Borrower is prohibited from paying such taxes, or if Lender in any way is adversely affected by such law, order, rule or regulation, then in any of such events, all indebtedness secured by this Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of Lender.

1.06 Insurance. (a) Borrower will procure for, deliver to, and maintain for the benefit of Lender during the life of this Mortgage, insurance policies in such amounts as Lender shall require, insuring the Mortgaged Property against fire, extended coverage, war damage (if available), and such other insurable hazards, casualties and contingencies as Lender may require. The form of such policies and the companies issuing them shall be acceptable to Lender. All policies shall contain a New York standard, non-contributory mortgage endorsement making losses payable to Lender. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to Lender shall be delivered to Lender. Borrower shall deliver to Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any transfer of title to the Mortgaged Property in partial or full extinguishment of the indebtedness secured hereby, all right, title and interest of Borrower in and to all insurance policies then in force shall pass to the purchaser or grantee.

(b) Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Lender instead of to Borrower and Lender jointly. After deducting from such insurance proceeds any expenses incurred by Lender in the collection or handling of said fund, Lender may apply the net proceeds, at its option, either toward restoring the improvements on the Mortgaged Property, or as a credit on any portion of Borrower's indebtedness selected by Lender, whether then matured or to mature in the future, or at the option of Lender, such sums either wholly or in part may be paid over to Borrower to be used to repair such improvements, or to build new improvements in their place or for any other purpose satisfactory to Lender, all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(c) If required by Lender, Borrower shall pay on the first day of each month, in addition to the regular installment of principal and interest and monthly tax deposit (as provided by Section 1.04 hereof), one-twelfth (1/12) of the yearly premiums for insurance. Such amount shall be used by Lender to pay such insurance premiums when due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender, and no interest shall be payable in respect thereof. Upon demand of Lender, Borrower agrees to deliver to Lender such additional moneys as are necessary to make up any deficiencies in the amounts necessary to enable Lender to

pay such insurance premiums when due. In the event of a default by Borrower under this Mortgage, the Note, the Loan Documents, or the Other Indebtedness Instruments, Lender may apply such sums to the reduction of the indebtedness secured hereby.

1.07 Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental or private authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of Lender become immediately due and payable. Lender shall be entitled to all compensation, awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Borrower's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Borrower to Lender, which, after deducting therefrom all its expenses, including attorneys' fees, may release any moneys so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Lender shall determine to the reduction of the indebtedness secured hereby, and any balance of such moneys then remaining shall be paid to Borrower. Borrower agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Lender may require.

1.08 Care of the Property.

(a) Borrower will preserve and maintain the Mortgaged Property in good condition and repair, and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) Except as otherwise provided herein, no buildings, fixtures, personal property, or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of Lender. Borrower may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery, fixtures or appurtenances, subject to the lien hereof which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at the time of disposition thereof Ten Thousand Dollars (\$10,000.00) for any single transaction, or a total of Twenty-Five Thousand Dollars (\$25,000.00) in any one year, upon replacing the same by, or substituting for the same, free and clear of all liens and security interest except those created by the Loan Documents or Other Indebtedness Instruments, other furniture, furnishings, equipment, tools, appliances, machinery, fixtures, or appurte-

nances not necessarily of the same character, but of at least equal value to Borrower and costing not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the provisions of this Mortgage.

(c) If the Mortgaged Property, or any part thereof is damaged by fire or any other cause, Borrower will give immediate written notice of the same to Lender.

(d) Lender is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours.

(e) Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

(f) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Borrower will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefor; provided, however, that if there are insurance proceeds, Borrower shall not be required to restore the Mortgaged Property as aforesaid unless Lender shall apply any net proceeds from the casualty in question and held by Lender, as allowed under Section 1.06 hereof, toward restoring the damaged improvements. If a part of the Mortgaged Property shall be physically damaged through condemnation, Borrower will promptly restore, repair or alter the remaining property in a manner satisfactory to Lender.

1.09 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by Lender, Borrower will make, execute and deliver or cause to be made, executed and delivered to Lender and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender any and all such other and further mortgages, instruments of further assurance, certificates and other documents as may, in the opinion of Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligation of Borrower under the Note and this Mortgage, and the priority of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Borrower. Upon any failure by Borrower so to do, Lender may make, execute, and record any and all such mortgages, instruments, certificates, and documents for and in the name of Borrower and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower so to do. The lien and rights hereunder automatically will attach, without further act, to all after-acquired property (except consumer goods, other than accessions, not acquired within ten (10) days after Lender has given value under the Note)

attached to and/or used in the operation of the Mortgaged Property or any part thereof.

1.10 Additional Security. Lender shall also have a security interest in all other property of Borrower, now or hereafter assigned, or coming into the possession, control, or custody of Lender by or for the account of Borrower (including indebtedness due from Lender to Borrower) whether expressly as collateral security or for any other purpose, including any dividends declared, or interest accruing thereon, and proceeds thereof. Lender may, but shall not be obligated to, apply to the payment of the Note or other indebtedness secured hereby, on or after demand, any funds or credit held by Lender on deposit, in trust or otherwise, for the account of Borrower.

1.11 Leases Affecting Mortgaged Property. Borrower shall comply with and observe its obligations as landlord or tenant under all leases affecting the Mortgaged Property or any part thereof. If requested by Lender, Borrower will furnish Lender with executed copies of all leases now or hereafter created on the Mortgaged Property; and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender and will not waive, release, reduce, discount or otherwise discharge or compromise any rent for any portion of the Mortgaged Property. Borrower will not accept payment of rent more than one (1) month in advance without the express written consent of Lender. If requested by Lender, Borrower will execute and deliver to Lender, as additional security, such other documents as may be requested by Lender to further evidence the assignment to Lender hereunder, and to assign any and all such leases whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the Mortgaged Property from time to time accruing, and will not cancel, surrender or modify any lease so assigned without the written consent of Lender.

1.12 Expenses. Borrower will pay or reimburse Lender for all reasonable attorneys' fees, costs and expenses incurred by Lender in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which Lender is made a party, or appears as party plaintiff or defendant, affecting this Mortgage, the Note, the Loan Documents, the Other Indebtedness Instruments, Borrower or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof; and any such amounts paid by Lender shall be added to the indebtedness secured hereby and shall be further secured by this Mortgage.

1.13 Performance by Lender of Defaults by Borrower. If Borrower shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property; in

the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage, of the Note, of the Loan Documents, or of the Other Indebtedness Instruments, then Lender, at its option, may perform or observe the same; and all payments made for costs or expenses incurred by Lender in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Borrower to Lender with interest thereon at the greater of the rate of ten percent (10%) per annum or the rate set forth in the Note. Lender shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium; of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. Lender is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Borrower or any person in possession holding under Borrower for trespass or otherwise.

1.14 Books and Records. Borrower shall keep and maintain at all times full, true and accurate books of accounts and records, adequate to reflect correctly the results of the operation of the Mortgaged Property. Upon request of Lender, Borrower shall furnish to Lender within ninety (90) days after the end of Borrower's fiscal year an annual operating statement of income and expenses, both in reasonable detail and form satisfactory to Lender and certified by a certified public accountant, and a rent schedule of the Mortgaged Property, each certified by Borrower, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date and the rent paid.

1.15 Estoppel Affidavits. Borrower within ten (10) days after written request from Lender shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Note and Other Indebtedness and whether or not any offsets or defenses exist against any principal and interest.

1.16 Alienation or Sale of Mortgaged Property. Borrower shall not sell, assign, mortgage, encumber, or otherwise convey the Mortgaged Property without obtaining the express written consent of Lender at least thirty (30) days prior to such conveyance. If Borrower should sell, assign, mortgage, encumber or convey all, or any part of, the Mortgaged Property without such consent by Lender, then, in such event, the entire balance of the indebtedness (including the Loan and all Other Indebtedness) secured by this Mortgage and all interest accrued thereon (or such parts as Lender may elect) shall without notice become due and payable forthwith at the option of Lender.

ARTICLE II

2.01 Event of Default. The term Event of Default, wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure by Borrower to pay as and when due and payable any installment of principal, interest or escrow deposit; or

(b) Failure by Borrower to duly observe any other covenant, condition or agreement of this Mortgage, of the Note, of the Loan Documents, or of the Other Indebtedness Instruments; or

(c) The filing by Borrower or any guarantor of any indebtedness secured hereby of a voluntary petition in bankruptcy or Borrower's or any guarantor's adjudication as a bankrupt or insolvent, or the filing by Borrower or any guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower's or any guarantor's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of Borrower or any guarantor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of creditors or the admission in writing of its inability to pay its debts generally as they become due; or

(d) The entry by a court of competent jurisdiction or any order, judgment, or decree approving a petition filed against Borrower or any guarantor of any of the indebtedness secured hereby seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of Borrower or any guarantor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof without the consent or acquiescence of Borrower which appointment shall remain unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive); or

(e) The enforcement of any prior or junior lien or encumbrance on the Mortgaged Property or any part thereof; or

(f) Any other event of default set forth in the Loan Documents or the Other Indebtedness Instruments.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred, then the entire balance of the indebtedness (including but not limited to the Loan and the Other Indebtedness) secured hereby with interest accrued thereon (or such parts as Lender may elect) shall, at the option of Lender, become due and payable without notice or demand, time being of the essence; and any omission on the part of Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.

2.03 Right of Lender to Enter and Take Possession.

(a) If an Event of Default shall have occurred, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Mortgaged Property, and if and to the extent permitted by law, Lender may enter and take possession of all the Mortgaged Property, and may exclude Borrower and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, Lender may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Borrower in its name or otherwise, with respect to the same; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Lender, all as Lender from time to time may determine to be to its best advantage; and Lender may collect and receive all the income, revenues, rents, issues and profits of the Mortgaged Property, including those past due as well as those accruing thereafter, and, after deducting (A) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (B) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (C) the cost of such insurance; (D) such taxes, assessments and other charges prior to this Mortgage as Lender may determine to pay; (E) other proper charges upon the Mortgaged Property or any part thereof; and (F) the reasonable compensation, expenses and disbursements of the attorneys and agents of Lender; shall apply the remainder of the moneys so received by Lender, first to the payment of accrued interest under the Note; second to the payment of tax deposits required in Section 1.04 hereof; third to the payment of any other

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sums required to be paid by Borrower under this Mortgage or under the Loan Documents; fourth to the payment of overdue installments of principal; fifth to the payment of any sums due under Other Indebtedness Instruments, whether principal, interest or otherwise; and the balance, if any, to Borrower, or the party appearing of record to be the owner of the Mortgaged Property, or as otherwise required by law.

(c) Whenever all such Events of Default have been cured and satisfied, Lender may, at its option, surrender possession of the Mortgaged Property to Borrower, or Borrower's heirs, successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

2.04 Receiver. (a) If an Event of Default shall have occurred, Lender, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, and revenues thereof.

(b) Borrower will pay to Lender upon demand all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Section 2.04; and all such expenses shall be secured by this Mortgage.

2.05 Lender's Power of Enforcement. If an Event of Default shall have occurred, Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Note; (b) to foreclose this Mortgage; (c) to enforce or exercise any right under any Other Indebtedness Instrument; and (d) to pursue any other remedy available to Lender, all as Lender may elect.

2.06 Power of Sale. If an Event of Default shall have occurred Lender may sell the Mortgaged Property to the highest bidder at public auction in front of the courthouse door in the county or counties, as may be required, where the Mortgaged Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county or counties, as may be required, and, upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at such sale a deed to the Mortgaged Property so purchased. Lender may bid at such sale and purchase

the Mortgaged Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Lender may elect. The provisions of Section 3.05 hereof shall apply with respect to Lender's enforcement of rights or interests in personal property which constitutes Mortgaged Property hereunder.

2.07 Application of Foreclosure Proceeds. The proceeds of any foreclosure sale pursuant to Section 2.06 hereof shall be applied as follows:

(a) First, to the expenses of making the sale, including a reasonable attorneys' fee for such services as may be necessary in the collection of the indebtedness secured by this Mortgage or the foreclosure of this Mortgage;

(b) Second, to the repayment of any money, with interest thereon, which Lender may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided, and as may be provided in the Loan Documents;

(c) Third, to the payment and satisfaction of the indebtedness (including but not limited to the Loan, and the Other Indebtedness) secured hereby with interest to date of sale, whether or not all of such indebtedness be then due;

(d) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the Mortgaged Property at the time of the sale, after deducting any expense of ascertaining who is such owner, or as may otherwise be provided by law.

2.08 Lender's Option on Foreclosure. At the option of Lender, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Lender exercises its option to foreclose this Mortgage in equity, Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by Borrower, a defense to any proceedings instituted by Lender to collect the sums secured hereby, or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.09 Waiver of Exemption. Borrower waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Borrower waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Mortgaged Property be set off against any part of the indebtedness secured hereby.

2.10 Suits to Protect the Mortgaged Property. Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender.

2.11 Borrower to Pay Note on any Default in Payment; Application of Moneys by Lender. If default shall be made in the payment of any amount due under this Mortgage, the Note, the Loan Documents or the Other Indebtedness Instruments, then, upon demand of Lender, Borrower will pay to Lender the whole amount due and payable under the Note and under all Other Indebtedness Instruments; and in case Borrower shall fail to pay the same forthwith upon such demand, Lender shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursements of Lender's agents and attorneys.

2.12 Delay or Omission No Waiver. No delay or omission of Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by the Note, this Mortgage, the Loan Documents, or by the Other Indebtedness Instruments to Lender may be exercised from time to time and as often as may be deemed expedient by Lender.

2.13 No Waiver of One Default to Affect Another. (a) No waiver of any default hereunder, under the Loan Documents, or under the Other Indebtedness Instruments shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.

(b) If Lender (i) grants forbearance or an extension of time for the payment of any indebtedness secured hereby; (ii) takes other or additional security for the payment thereof; (iii) waives or does not exercise any right granted herein, in the Note, in the Loan Documents, or in the Other Indebtedness Instruments; (iv) releases any part of the Mortgaged Property from this Mortgage or otherwise changes any of the terms of this Mortgage, the Note, the Loan Documents or the Other Indebtedness Instruments; (v) consents to the filing of any map, plat, or replat of or consents to the granting of any easement on, all or any part of the Mortgaged Property; or (vi) makes or consent to any agreement subordinating the priority of this Mortgage, any such act or omission shall not release, discharge, modify, change, or affect the original liability under this Mortgage, the Note, the Loan Documents, or the Other Indebtedness Instruments of Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by Lender shall the provisions of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, Lender, without notice to any person, corporation or other entity (except notice shall be given to Borrower so long as Borrower remains liable under the Note, this Mortgage and the Loan Documents) is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, or of the Loan Documents, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

2.14 Discontinuance of Proceedings -- Position of Parties Restored. In case Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Lender, then and in every such case Borrower and Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Lender shall continue as if no such proceeding had been taken.

2.15 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, or under the Note, the Loan Documents, the Other

Indebtedness Instruments or now or hereafter existing at law or in equity or by statute.

ARTICLE III

3.01 Heirs, Successors and Assigns Included in Parties. Wherever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of Borrower or by or on behalf of Lender shall bind and inure to the benefit of their respective heirs, administrators, executors, successors and assigns, whether so expressed or not.

3.02 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

3.03 Gender. Whenever the context so requires, the masculine includes the feminine and neuter, and the singular includes the plural.

3.04 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage, in the Note, in the Loan Documents, or in the Other Indebtedness Instruments shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein, and in the Note, the Loan Documents and the Other Indebtedness Instruments shall be in no way affected, prejudiced or disturbed thereby.

3.05 Lien on Personal Property. This Mortgage creates a lien on the personal property of Borrower described herein to be a part of the Mortgaged Property and Borrower hereby grants, and this Mortgage shall constitute, a security agreement under the Uniform Commercial Code of the state in which the Mortgaged Property is located, or other law applicable to the creation of liens on personal property. Borrower covenants and agrees to execute, file and refile such financing statements, continuation statements or other documents as Lender shall require from time to time with respect to such personal property. If an Event of Default occurs, in addition to all other rights and remedies available to Lender, Lender shall have all rights and remedies of a secured party under the Uniform Commercial Code of such state, all of which shall be cumulative.

3.06 Conflict in Loan Documents. In the event of conflict in the terms of any provision in this Mortgage, the Note, the Loan Documents, or the Other Indebtedness Instruments, the terms of the provision most favorable to Lender shall apply.

3.07 Instrument Under Seal. This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

3.08 Notice. All notices and other communications provided for herein shall be sufficient if sent by United States registered or certificate mail, postage prepaid, addressed as follows:

If to Borrower: Harold R. Walker and
Frances J. Walker
2105 Old Montgomery Highway
Pelham, Alabama 35124

If to Lender: Central Bank of the South
701 South 20th Street
Birmingham, Alabama 35233
Attn: Alabama Real Estate Department

or such other address as either party may hereafter designate in writing to the other, and all such notices or other communications shall be deemed to have been given the second calendar day following the day such notice is placed in the United States registered or certified mail in accordance with this Section.

IN WITNESS WHEREOF, Borrower has caused this instrument to be executed and effective as of the day and year first above written.

WITNESS:

Shirley J. J. J. J.

Harold R. Walker (SEAL)
Harold R. Walker

Shirley J. J. J. J.

Frances J. Walker (SEAL)
Frances J. Walker

BOOK 133 PAGE 356

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Deborah A. Randolph, a Notary Public in and for said County in said State, hereby certify that Harold J. Walker and Frances J. Walker whose names, are signed to the foregoing Mortgage and Security Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage and Security Agreement, they executed the same voluntarily.

Given under my hand and official seal this the 29th day of May, 1987.

[NOTARIAL SEAL]

Deborah A. Randolph
Notary Public
My Commission Expires: 11-1-87

BOOK 133 PAGE 357

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

BOOK 133 PAGE 358

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

That certain real property located in Shelby County, Alabama, more fully described as follows:

GREEN VALLEY APARTMENTS:

PARCEL NO. 1:

Commence at the Northeast corner of the Northeast quarter of the Northwest Quarter of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama and run Thence Southerly along the East line of said quarter-quarter a distance of 289.16 feet to a point on the North line of Green Valley Subdivision as recorded in Map Book 5, Page 94, in the Office of the Judge of Probate of Shelby County, Alabama, Thence turn an angle of 91 degrees 00 minutes 00 seconds to the right and run Westerly along the said North line of said Subdivision a distance of 575.00 feet to the point of beginning of the property being described, Thence continue along last described course a distance of 579.15 feet to a point on the Easterly right of way line of the Montevallo-Siluria Road now known as Highway No. 119, Thence turn an angle of 84 degrees 04 minutes 05 seconds Right to tangent and run North-Northwesterly along the arc of a Highway curve to the left and having a central angle of 14 degrees 09 minutes 05 seconds, a radius of 1,072.35 feet, and a tangent of 133.24 feet, an arc distance of 265.12 feet to an existing property corner, Thence turn an angle of 105 degrees 17 minutes 33 seconds right from tangent and run Easterly along a monumented (By corners and fences) adversely occupied property line accepted by this surveyor, a distance of 139.27 feet to an existing property corner, Thence turn an angle of 6 degrees 20 minutes 35 seconds right and run a distance of 150.0 feet to an existing property corner, Thence turn an angle of 1 degree 39 minutes 00 seconds left and continue along adversely occupied property line a distance of 350.0 feet to an existing property corner, Thence turn an angle of 90 degrees 08 minutes 04 seconds to the right and run Southerly a distance of 265.97 feet to the point of beginning of the subject parcel.

PARCEL NO. 2:

Commence at the Northeast corner of the Northeast quarter of the Northwest quarter of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama and run Thence Southerly along the east line of said quarter-quarter a distance of 289.16 feet to a point on the North line of the Green Valley Subdivision as recorded in Map Book 5, Page 94, in the Office of the Judge of Probate of Shelby County, Alabama, Thence turn an angle of 91 degrees 00 minutes 00 seconds to the right and run Westerly along the said North line of said subdivision a distance of 180.03 feet to the point of beginning of the property being described, Thence continue along last described course a distance of 394.97 feet to an existing property corner, Thence turn an angle of 90 degrees 00 minutes 19 seconds to the right and run Northerly a distance of 265.97 feet to an existing property corner along a monumented (By corners and fences) adversely occupied property line accepted by this surveyor, Thence turn an angle of 89 degrees 51 minutes 56 seconds to the right and run Easterly along said adversely occupied property line a distance of 180.73 feet to an existing property corner, Thence turn an angle of 00 degrees 48 minutes 17 seconds to the right and continue along said property line a distance of 167.01 feet to an existing property corner, Thence turn an angle of 0 degrees 32 minutes 06 seconds right and continue along said adversely occupied line a distance of 47.23 feet to an existing property corner, Thence turn an angle of 88 degrees 47 minutes 22 seconds to the right and run Southerly a distance of 263.41 feet to the point of beginning of subject parcel.

BOTH PARCELS SITUATED IN SHELBY COUNTY, ALABAMA ACCORDING TO THE SURVEY OF Joseph E. Conn, Jr. Alabama Reg. Number 9049, dated April 12, 1987.

EXHIBIT A

DESCRIPTION OF REAL PROPERTY
(continued)

RIDGEVIEW APARTMENTS:

PARCEL NO. 1:

A part of the SW 1/4 of the SW 1/4, Section 36, Township 20 South, Range 3 West and the NW 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama more particularly described as follows:
Commence at the Northwest corner of the Southwest quarter of the Southwest quarter of Section 36, Township 20 South, Range 3 West, Shelby County, AL. and run thence Southerly along the West line of said quarter-quarter a distance of 663.25 feet to a point, Thence turn an angle of 71 degrees 49 minutes 30 seconds to the left and run Southeasterly a distance of 79.74 feet to the point of beginning of the Parcel being described, Thence continue along last described course a distance of 120.0 feet to a point in the centerline of Ridgeview Drive, Thence turn an angle of 83 degrees 26 minutes 11 seconds to the left and run Northeasterly along the said centerline of said drive a distance of 126.80 feet to a point, Thence turn an angle of 82 degrees 52 minutes 39 seconds to the right and run Southeasterly a distance of 87.30 feet to a point, Thence turn an angle of 89 degrees 26 minutes 28 seconds left and run Northeasterly a distance of 656.94 feet to a point, Thence turn an angle of 73 degrees 11 minutes 30 seconds right and run Easterly along the North line of said Southwest quarter of the Southwest quarter of Section 36, a distance of 26.12 feet to a point, Thence turn an angle of 59 degrees 00 minutes 00 seconds left and run Northeasterly a distance of 385.0 feet to a point, Thence turn an angle of 90 degrees 00 minutes 00 seconds left and run Northwesterly a distance of 120.0 feet to a point near the Easterly gutterline of said Ridgeview Drive, Thence turn an angle of 90 degrees 00 minutes 00 seconds left and run Southwesterly a distance of 184.20 feet to a point in the centerline of same, said Ridgeview Drive, Thence turn an angle of 82 degrees 50 minutes 09 seconds right and run Northwesterly a distance of 129.20 feet to a point, Thence turn an angle of 90 degrees 00 minutes 00 seconds left and run Southwesterly a distance of 279.44 feet to a point, Thence turn an angle of 6 degrees 25 minutes 09 seconds left and run a distance of 32.0 feet to a point on the same said North line of same said Southwest quarter of the Southwest quarter of Section 36, Thence turn an angle of 0 degrees 44 minutes 17 seconds right and run Southwesterly a distance of 722.07 feet to the point of beginning.

PARCEL NO. 2:

A PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 3 WEST, Shelby County, Alabama, more particularly described as follows:
Commence at the Northwest corner of the Southwest quarter of the Southwest quarter of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama and run Thence Easterly along the North line of said quarter-quarter a distance of 528.93 feet to the point of beginning of the Parcel being described, Thence continue along last described course a distance of 26.12 feet to a point, Thence turn an angle of 106 degrees 48 minutes 30 seconds right and run Southwesterly a distance of 957.55 feet to a point, Thence turn an angle of 90 degrees 00 minutes 00 seconds right and run a distance of 25.0 feet to a point, Thence turn an angle of 90 degrees 00 minutes 00 seconds right and run Northeasterly a distance of 950.0 feet to the point of beginning. EXCEPT THE SOUTH 293.06 feet.

1. Dead Tax \$ _____
2. Mtg. Tax 2,400.00
3. Recording Fee 55.00
4. Indexing Fee 1.00
TOTAL 2,456.00

[Handwritten signature]

