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MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA)

SHELBY COUNTY)

THIS INDENTURE, made and entered into on this the 31st day of July, 1987, by and between PHILLIP G. HAYDEN, a married man (the "Mortgagor"), and CITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal savings and loan association (the "Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor is indebted to Mortgagee as evidenced by a promissory note of even date herewith, in the principal amount of TWO HUNDRED FORTY SIX THOUSAND AND NO/100 (\$246,000.00) DOLLARS; and

WHEREAS, Mortgagor is desirous of securing the prompt payment of the indebtedness evidenced by said note and any amendments thereto, and the several installments of principal and interest therein provided for or provided for in any amendment thereto; and

WHEREAS, Mortgagor may hereafter become indebted to said Mortgagee for additional sums loaned and/or on account of indebtedness which may accrue to Mortgagee on account of any future payments, advances or expenditures made by Mortgagee under the provisions of this mortgage; and Mortgagor wishes to execute this conveyance for the security and enforcement of the payment both of said present and any such future indebtedness;

NOW, THEREFORE, the undersigned, in consideration of said premises, the disbursement to Mortgagor of the aforesaid sum of TWO HUNDRED FORTY SIX THOUSAND AND NO/100 (\$246,000.00) DOLLARS to secure the prompt payment of said indebtedness with interest thereon, and the payment of any further sum or sums for which Mortgagor may hereafter become indebted to Mortgagee under the provisions hereof, and further to secure the performance of the covenants, conditions and agreements hereinafter and in said note set forth, Mortgagor has bargained and sold and hereby grants, bargains, sells and conveys to Mortgagee, its successors and assigns, the real estate lying and being in Shelby County, Alabama, being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), and Mortgagor assigns any and all of its leases and rents to the Mortgagee. Mortgagor warrants that the property does not constitute any part of his homestead or that of his spouse.

TOGETHER with all and singular the rights, members, privileges and appurtenances thereunto belonging or in anywise appertaining, and all rights, title and appurtenances thereunto belonging or in anywise appertaining, and all rights, title and interests, if any, of Mortgagor in and to any streets, alleys, roads or highways abutting the described Property; and

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TOGETHER WITH structures, now or hereafter constructed thereon; also all improvements, fixtures and articles of personal property owned by Mortgagor now or hereafter attached to or used or adapted for use in the operation of the mortgaged Property, all of which shall be deemed part of the realty, including, but with out being limited to furniture, all carpeting, drapes, elevators, heating and incinerating apparatus and equipment whatsoever, all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, cooling, air conditioning, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures; and

TOGETHER WITH any awards hereafter made for any taking of or injury to said Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefit of Mortgagee, all of which awards, damages, premiums and payments are hereby assigned to Mortgagee and may be at any time collected by it.

TOGETHER WITH all of Mortgagor's rights further to encumber said property for debt without the prior written approval of the Mortgagee.

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TO HAVE AND TO HOLD the said Property and every part thereof, unto Mortgagee, its successors and assigns, forever. And Mortgagor covenants with Mortgagee that it is lawfully seized of said Property and has a good right to sell and convey the same as aforesaid; that the said Property is free of all encumbrances except as herein set out, and Mortgagor will warrant and forever defend the title to said Property unto Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

This mortgage is made and accepted on the understanding that the following covenants, conditions and agreements shall continue in effect so long as any portion of the indebtedness hereby secured remains unpaid, to-wit:

(1) Mortgagor will pay all indebtedness secured hereby whether presently existing or hereafter incurred.

(2) Mortgagor will pay all real estate taxes or other special assessments or charges due on the Property covered hereby as and when due.

(3) That, for the benefit of Mortgagee, Mortgagor will constantly keep in force fire and extended coverage insurance policies. Such insurance to be provided in such manner and in such companies and for such amounts as may be required by Mortgagee, with loss, if any, payable to said Mortgagee as its interest may

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appear. Each such policy shall provide that the coverage there under may not be terminated without giving to Mortgagee no less than thirty (30) days prior written notice of Mortgagor's or insurance company's intent to cancel. Mortgagor shall provide Mortgagee with a certificate to that effect from the insurance company. Mortgagor hereby transfers, assigns, sets over and delivers to Mortgagee the fire and other insurance policies covering said property and any and all renewals thereof, the premiums on which have been or shall be paid by Mortgagor, and it is further agreed that all such insurance and insurance policies shall be held by Mortgagee as a part of the security for said indebtedness, and shall pass to, and become the property of, the purchaser at any foreclosure sale hereunder, without the necessity of specifically describing said insurance or insurance policies in the foreclosure notice, sale, deed, or other proceedings in consummation of such foreclosure; it being understood and agreed between the parties hereto that any sum, or sums, of money received for any damage by fire or other casualty to any building, or buildings, herein conveyed may be retained by the then holder of the indebtedness secured by this mortgage and applied toward payment of such indebtedness, either in whole or in part, or, at the option of the holder of said debt, same may be applied in payment for any repair or replacement of such building, or buildings, without affecting the lien of this mortgage for the full amount hereby secured. Mortgagor agrees to give Mortgagee notice in writing of any damage to the mortgaged Property caused by fire or other casualty within ten (10) days after the occurrence of any such damage. Mortgagor agrees to maintain public liability insurance in companies and in amounts approved by Mortgagee and to provide evidence of same to Mortgagee.

If the property mortgaged hereby is at any time included within an area identified by the Secretary of Housing and Urban Development as having special flood or mud slide hazards for which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, Mortgagor shall promptly purchase a flood insurance policy acceptable to Mortgagee. Such policy shall insure Mortgagee to the extent of its interest and shall be promptly delivered to Mortgagee.

(4) That said Property and the improvements thereon shall be kept in good condition and no waste committed or permitted thereon, natural wear and tear excepted. Taxes and assessments or other charges which may be levied upon or accrue against said Property, as well as all other sums which may be or become liens or charges against same, shall be paid and discharged by Mortgagor promptly as and when so levied or assessed, and shall not be permitted to become delinquent or to take priority over the lien of this mortgage and evidence of the payment of such taxes, assessments and other charges shall be furnished to Mortgagee prior to the date the same becomes delinquent.

(5) No building or other improvement on the Property shall be structurally altered, removed or demolished without the Mortgagee's prior written consent, nor shall any fixture or chattel covered by this mortgage and adapted to the proper use and enjoyment of the Property be removed at any time without like consent unless actually replaced by an article of equal suitability owned by Mortgagor. In the event of any breach of this covenant the Mortgagee may, in addition to any other rights or remedies, at any time thereafter, declare the whole of said principal sum immediately due and payable.

(6) That any lien which may be filed under the provisions of the statutes of Alabama, relating to the liens of mechanics and materialmen, shall be promptly paid and discharged by Mortgagor and shall not be permitted to take priority over the lien of this mortgage, provided that Mortgagor, upon first furnishing to Mortgagee reasonable security for the payment of all liability, costs and expenses of the litigation, may in good faith contest, at Mortgagor's expense, the validity of any such lien or liens. In those instances where Mortgagee's title policy protects it against such lien or liens, such title policy shall be deemed to be sufficient security. Determination of whether said title policy protects Mortgagee shall be made solely by Mortgagee and shall be binding upon Mortgagor.

(7) That any and all legal requirements of any department of the city or county wherein said Property is located shall be fully complied with by Mortgagor.

(8) Mortgagee may, in its sole discretion, require Mortgagor to deposit with Mortgagee on the first day of each month, in addition to making any required payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the yearly taxes and assessments as estimated by Mortgagee to be sufficient to enable Mortgagee to pay at least thirty (30) days before they become due, all taxes, assessments and other similar charges against the Mortgaged Property or any part thereof. Mortgagee may also, in its sole discretion, require Mortgagor to deposit with Mortgagee on the first day of each month until the Note is fully paid, an amount equal to one-twelfth (1/12) of the yearly premiums for any or all insurance. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are required to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes, assessments and similar charges. In the event of a default under any of the terms, covenants and conditions of the Note, this Mortgage and Security Agreement or any other instruments securing the Note to be kept, performed or observed

by Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit. If Mortgagor fails to insure said property as herein above provided, or to pay all or any part of the taxes or assessments levied, accrued or assessed upon or against said property or the indebtedness secured hereby, or any interest of Mortgagee in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this mortgage, Mortgagee may, at its option, insure said property and/or pay said taxes, assessments, debts, liens and/or charges, and any money which Mortgagee shall have so paid or become obligated to pay shall constitute a debt to Mortgagee additional to the debt hereby specially secured, shall be secured by this mortgage, shall bear interest at a rate equal to the rate in said note from date paid or incurred, and, at the option of the Mortgagee, shall be immediately due and payable upon notice to Mortgagor.

(9) No failure of Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past, present or future default on the part of Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts or charges by Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, debts, liens or charges.

(10) If Mortgagee shall be made a party to any suit involving the title to the property hereby conveyed and employs an attorney to represent it therein, or if Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereby conveyed that purports to be superior to the lien of this mortgage in any respect, Mortgagor will pay to Mortgagee, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by Mortgagee, the same shall be secured by the lien of this mortgage in addition to the indebtedness specially secured hereby, and shall bear interest at a rate equal to the interest rate provided for in the note and any amendments thereto from the date it is paid or incurred and shall be at once due and payable upon notice to Mortgagor.

(11) All expenses incurred by Mortgagee, including reasonable attorney's fee, in compromising, adjusting or defending against lien claims or encumbrances sought to be fixed upon the property hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the debt hereby secured.

(12) In the event Mortgagee employs an attorney to collect any indebtedness hereby secured or to enforce any of Mortgagee's covenants herein, Mortgagor agrees to pay (in addition to costs and disbursements otherwise allowed), a reasonable attorney's fee.

(13) Notwithstanding that the assignment of awards herein above referred to shall be deemed to be self-executing, Mortgagor, after the allowance of a condemnation claim or award, and the ascertainment of the amount due thereon, and the issuing of a warrant by the condemnor for the payment thereof, shall execute, at Mortgagee's request, and forthwith deliver to Mortgagee, a valid assignment in recordable form, assigning all of such condemnation claims, awards or damages to Mortgagee, but not in excess of an amount sufficient to pay, satisfy and discharge the principal sum of this mortgage and any advances made by Mortgagee as herein provided then remaining unpaid, with interest thereon at the rate specified herein, or in the note which this mortgage secures, to the date of payment, whether such remaining principal sum is then due or not by the terms of said note or of this mortgage.

(14) If Mortgagor shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions hereof, Mortgagee may proceed, subject to compliance with the terms of a Construction Loan Agreement of even date herewith, to collect the rent, income and profits from the Property, either with or without the appointment of a receiver; any rents, income and profits collected by Mortgagee prior to foreclosure of this mortgage, less the cost of collecting same, including any real estate commission or attorney's fee incurred, shall be credited first to advances with interest thereon, then to interest due on the principal indebtedness, and the remainder, if any, to the principal debt hereby secured.

(15) It is further agreed that: (a) if Mortgagor shall fail to pay, or cause to be paid, within twenty (20) days after due, the whole or any portion of the principal sum or any installment of interest thereon, or any other sum the payment of which is hereby secured, as they or any of them mature, either by lapse of time or otherwise, in accordance with the agreements and covenants herein contained; or (b) should default be made in the payment of any mechanic's lien, materialman's lien, insurance premiums, taxes or assessment on, or which may hereafter be, levied against, or which may become a lien on, said property, or should default be made in any of the other covenants, conditions and agreements herein contained, and such defaults have not been cured after Mortgagee has given Mortgagor thirty (30) days written notice thereof, or if it cannot be cured in thirty (30) days, then any additional time as may be reasonably necessary, provided Mortgagor has begun in good faith to cure such default;

then and in that event the whole of said principal sum, with interest thereon, and all other sums secured hereby, shall, at the option of the then holder of said indebtedness, be and become immediately due and payable and the holder of the debt hereby secured shall have the right to enter upon and take possession of the same, sell the mortgaged property at public outcry, in front of the courthouse door of the county wherein said property is located, to the highest bidder for cash, either in person or by auctioneer, after first giving notice of the time, place and terms of such sale to Mortgagor and by publication once a week for three (3) successive weeks in some newspaper published in said county, and, upon the payment of the purchase money, the Mortgagee or any person conducting said sale for it is authorized and empowered to execute to the purchaser at said sale a deed to the property so purchased in the name and on behalf of Mortgagor, and the certificate of the holder of the mortgage indebtedness, appointing said auctioneer to make such sale, shall be prima facie evidence of his authority in the premises. The Mortgagee, or the then holder of the indebtedness hereby secured, may bid at any such sale and become the purchaser of said property if the highest bidder therefor. The proceeds of any such sale shall be applied (a) to the expenses incurred in making the sale and in all prior efforts to effect collection of the indebtedness secured hereby, including a reasonable attorney's fee, or reasonable attorneys' fees, for such services as may be, or have been, necessary in any one or more of the foreclosures of this mortgage, of the collection of said indebtedness, and of the pursuit of any efforts theretofore directed to that end, including, but without limitation to, the defense of any proceedings instituted by the Mortgagor, or anyone liable for said indebtedness, or interest in the mortgaged Property, to prevent or delay, by any means, the exercise of said power of sale on the foreclosure of this Mortgage; (b) to the payment of whatever sum or sums Mortgagee may have paid out or become liable to pay, in carrying out the provisions of this mortgage, together with interest thereon; (c) to the payment and satisfaction of said principal indebtedness and interest thereon to the day of sale; and (d) the balance, if any, shall be paid over to Mortgagor, or Mortgagor's successors or assigns. In any event, the purchaser under any foreclosure sale, as provided herein, shall be under no obligation to see to the proper application of the purchase money.

(16) In the event of the enactment of any law by any federal, state or local authority, after the date of this mortgage, deducting from the value of the land for the purpose of taxation any lien thereon, or imposing any liability upon Mortgagee, in respect of the indebtedness secured hereby, or changing in any way the laws now in force or the taxation of mortgages, or debts secured by mortgages, or the manner of collection of any such taxes, so as to affect this mortgage, Mortgagor shall pay

any such obligation imposed on Mortgagee thereby, and in the event Mortgagor fails to pay such obligation or is prohibited by law from making such payment, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of Mortgagee, without notice to any party, become immediately due and payable.

(17) Should Mortgagor become insolvent or bankrupt; or should a receiver of Mortgagor's property be appointed; or should Mortgagor intentionally damage or attempt to remove any improvements upon said mortgaged real estate; or should it be discovered after the execution and delivery of this instrument that there is a defect in the title to or a lien or encumbrance of any nature on said property prior to the lien hereof; or in case of an error or defect in the above described note or this instrument or in the execution or the acknowledgment thereof; or if a homestead claim be set up to said property or any part thereof adverse to this mortgage and if the said Mortgagor shall fail for thirty (30) days after demand by the Mortgagee, or other holder or holders of said indebtedness, to correct such defects in the title or to remove any such lien or encumbrance or homestead claim, or to correct any error in said note or this instrument or its execution; then, upon any such default, failure or contingency, the Mortgagee, or other holder or holders of said indebtedness, or any part thereof, shall have the option or right, without notice or demand, to declare all of said indebtedness then remaining unpaid immediately due and payable, and may immediately or at any time thereafter foreclose this mortgage by the power of sale herein contained or by suit, as such Mortgagee, or other holder or holders of said indebtedness, may elect.

(18) It is expressly agreed that any indebtedness at any time secured hereby may be extended, rearranged or renewed, and that any part of the security herein described may be waived or released without in anywise altering, varying or diminishing the force, effect or lien of this instrument; and this instrument shall continue as a first lien on all of said lands and premises and other property and rights covered hereby and not expressly released until all sums with interest and charges hereby secured are fully paid; and no other security now existing or hereafter taken to secure the payment of said indebtedness or any part thereof shall in any manner be impaired or affected by the execution of this instrument; and no security subsequently taken by Mortgagee or other holder or holders of said indebtedness shall in any manner impair or affect the security given by this instrument; and all security for the payment of said indebtedness or any part thereof shall be taken, considered and held as cumulative.

The Mortgagor shall not grant any lien of any nature on the property conveyed hereby junior to this Mortgage without the

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prior written consent of Mortgagee in each instance, which consent shall not be unreasonably withheld or delayed. If the Mortgagor shall with Mortgagee's consent grant any lien of any nature on the property conveyed hereby junior to this mortgage, such junior lien shall be subject to the condition that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof, the rate of interest payable thereon, and the benefits of the security afforded hereby and by the note evidencing the indebtedness secured hereby, or any obligation contained in said note or in an instrument substituted therefor may, without the consent of such junior lienholder, and without any obligation to give notice of any kind thereto, be changed, increased, extended, reextended or suspended on any terms whatsoever without in any manner affecting the priority of this mortgage as security for the payment of the indebtedness secured hereby.

(19) Mortgagor agrees for Mortgagor and any and all persons or concerns claiming by, through or under Mortgagor that if it or any one or more of them shall hold possession of the above described property or any part thereof subsequent to foreclosure hereunder (except for tenants whose leases were approved by Mortgagee, and who attorn to such purchaser), Mortgagor or the parties so holding possession shall become and be considered as tenants at will of the purchaser or purchasers at such foreclosure sale; and any such tenant failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for reasonable rental of said Property, and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages which may be sustained by any such tenant as a result thereof are hereby expressly waived.

(20) It is understood and agreed that a portion of the loan proceeds shall be placed in an escrow account in accordance with a certain Construction Loan Agreement (the "Loan Agreement") made by and between Mortgagor and Mortgagee of even date herewith and to which Loan Agreement reference is made for all purposes to the same extent and effect as if fully set forth herein and made a part hereof. Upon the failure of Mortgagor to keep and perform all of the covenants, conditions and agreements of the Loan Agreement, and after expiration of applicable notice requirements, then Mortgagee may, at its option, declare the entire principal sum of the Note, with interest thereon as accrued, immediately due and payable. Any event of default under the Loan Agreement shall be deemed an event of default hereunder.

(21) By an agreement executed contemporaneously herewith Mortgagor will assign any leases of the Property to Mortgagee as additional security for the repayment of the indebtedness secured hereby. Mortgagor agrees not to collect rent under said lease for more than one month in advance of the accrual thereof and to

faithfully perform the covenants imposed on Mortgagor by the said lease, and lease assignment, and agrees that any default in the performance of the obligations of Mortgagor under said lease and/or lease assignment shall at the option of Mortgagee, following notice and right to cure, as set forth in the Loan Agreement, constitute a default under the provisions of this mortgage and shall entitle Mortgagee to all remedies provided herein in the event of default hereunder.

(22) Should Mortgagor desire to transfer, sell or convey all or any portion of the Property, or any interest thereon subject to this Mortgage, Mortgagee shall have the right to approve such transfer, which approval shall not be unreasonably withheld or delayed. Provided, however, if the entire Property is being transferred, sold or conveyed and this Mortgage is to be paid in full from the proceeds of such sale, no approval from Mortgagee shall be required.

(23) When and if Mortgagor and Mortgagee shall respectively become the Debtor and Secured Party in any Uniform Commercial Code Financing Statement affecting property either referred to or described herein, or in any way connected with the use and enjoyment of these Property, this mortgage shall be deemed the Security Agreement as defined in said Uniform Commercial Code and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) by general law, or (iii) as to such part of the security which is also reflected in said financing statement by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code, all at Mortgagee's sole election. Mortgagor and Mortgagee agree that the filing of such a financing statement in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of the parties hereto, that everything used in connection with the production of income from the mortgaged property (furniture only excepted) and/or adapted for use therein and/or which is described or reflected in this mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment, items capable of being thus identified in a recital contained herein or in any list filed with the Mortgagee, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (1) the rights in or the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) the debtor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the

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property mortgaged hereby, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of Mortgagee as determined by this instrument or impugning the priority of the Mortgagee's lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of the Mortgagee in the event any court or judge shall at any time hold with respect to (1), (2) and (3) that notice of Mortgagee's priority of interest to be effective against a particular class of persons, including, but not limited to, the Federal government and any subdivisions or entity of the Federal government, must be filed in the Commercial Code Records.

(24) Provided always that if Mortgagor pays the indebtedness secured by this mortgage, and reimburses Mortgagee, its successors and assigns, for any amounts it may have expended pursuant to the authorization of this mortgage, including, without limitation, sums spent in payment of taxes, assessments, insurance or other liens and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance shall be null and void; otherwise it shall remain in full force and effect.

(25) Wherever and whenever in this mortgage it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be deemed to have been given or served, when deposited in the United States mail by registered or certified mail, return receipt requested, addressed as follows:

Mortgagor: Phillip G. Hayden
6014 Foxborough Square
Brentwood, TN 37027

Mortgagee: City Federal Savings and Loan Association
Attention: Real Estate Department
2030 2nd Ave. No.
Birmingham, AL 35203

or to such other address as either party may have given to the other by notice as hereinabove provided.

(26) Singular or plural words used herein to designate the Mortgagor shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a partnership, and all covenants and agreements herein contained shall bind the successors and assigns of the Mortgagor, and every option, right and privilege herein reserved or secured to Mortgagee shall inure to the benefit of its successors and assigns.

(27) The unenforceability or invalidity of any provision or provisions of this mortgage shall not render any other provision or provisions herein contained unenforceable or invalid. All rights or remedies of Mortgagee hereunder are cumulative and not alternative, and are in addition to those provided by law.

IN WITNESS WHEREOF, Phillip G. Hayden, a married man, has executed this instrument on the day and year first above written.

Phillip G. Hayden
Phillip G. Hayden

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STATE OF TENNESSEE)

Williamson COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Phillip G. Hayden, a married man, whose name is signed to this Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, he executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this the 17th day of July, 1987.

Donald Lynn Brittain
Notary Public
My Commission Expires: 6-9-91

EXHIBIT "A"

TO

MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA)

SHELBY COUNTY)

One parcel of real property situated in Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the SW 1/4 of the SW 1/4 of Section 22, Township 20 South, Range 3 West, Shelby County, Alabama; thence continue East along said 1/4 line 575.73 feet; thence a delta angle of 69 deg. 14 min. 00 sec. left, 264.60 feet; thence a delta angle of 2 deg. 25 min. 30 sec. right, 179.95 feet; thence a delta angle of 11 deg. 35 min. left, 154.12 feet; thence a delta angle of 8 deg. 34 min. left, 89.52 feet; thence continue along said line, 125.00 feet; thence a delta angle of 3 deg. 03 min. right, 338.29 feet; thence a delta angle of 10 deg. 22 min. 30 sec. left, 270.35 feet; thence a delta angle of 9 deg. 21 min. 30 sec. right, 311.86 feet; thence a delta angle of 0 deg. 21 min. right, 63.68 feet to the point of beginning; thence continue along said line 25.00 feet; thence a delta angle of 11 deg. 12 min. 05 sec. left, 71.79 feet; thence a delta angle of 19 deg. 48 min. 25 sec. right, 115.71 feet; thence a delta angle of 6 deg. 48 min. 50 sec. left, 104.59 feet; thence a delta angle of 9 deg. 39 min. 30 sec. right, 27.51 feet; thence an angle to the right of 73 deg. 00 min., 140.00 feet; thence an angle to the left of 108 deg. 00 min. 130.00 feet; thence an angle to the right of 76 deg. 00 min. 120.00 feet; thence a delta angle of 33 deg. 00 min. right, 75.00 feet to the center line of a 20 foot 8 inch sewer easement; thence a delta angle of 12 deg. 30 min. left, 660.00 feet; thence a delta angle of 5 deg. 34 min. 59 sec. right, 192.61 feet to the end of the sewer easement; thence a right angle of 96 deg. 38 min. 16 sec. to the chord of a curve to the right with a delta angle of 18 deg. 26 min. 34 sec. and a radius of 310.69

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feet; thence continue along said tangent 130.00 feet; thence an angle to the right of 90 deg. 00 min., 250.00 feet; thence an angle to the left of 90 deg. 00 min., 10.00 feet; thence an angle to the right of 80 deg. 00 min., 142.00 feet; thence a delta angle of 79 deg. 00 min. right, 157.00 feet; thence a delta angle of 68 deg. 30 min. left, 145.00 feet; thence a delta angle of 55 deg. 30 min. right, 126.00 feet; thence a delta angle of 23 deg. 00 min. right, 43.00 feet; thence an angle to the right of 45 deg. 30 min., 400.00 feet; thence a delta angle of 90 deg. 00 min. right, 223.00 feet to the point of beginning; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

THIS CONVEYANCE IS SUBJECT TO:

- (1) Ad valorem taxes for the current tax year.
- (2) Easement to Alabama Power Company as shown by instrument recorded in Real 1, Page 332 in Probate Office.
- (3) Easement to Public for driving purposes as shown by instrument recorded in Deed Book 311, Page 153 in Probate Office.
- (4) Right-of-way granted to Shelby County by instrument recorded in Deed Book 154, Page 384 in Probate Office.
- (5) Easement to Town of Helena as shown by instrument recorded in Deed Book 305, Pages 394, 396, 398, 400 and 402 in Probate Office.
- (6) Easement to Plantation Pipeline as shown by instrument recorded in Deed Book 258, Page 49; Deed Book 113, Page 61, supplemented by Deed Book 258, Page 49; Deed Book 180, Page 192 and Deed Book 258, Page 47 in Probate Office.
- (7) Easement to Southern Natural Gas as shown by instrument recorded in Deed Book 88, Page 551; Deed Book 146, Page 301; Deed Book 147, Page 579 and Deed Book 213, Page 155 in Probate Office.
- (8) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights conveyed in Deed Book 324, Page 362,

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which is a recent lease and the property in the SW 1/4 of SE 1/4 of Section 21, Township 20 South, Range 3 West, is being assessed by Petroleum Corporation of Texas and Jerry Colwell, Glynn D. Buie and United States Steel Corporation, in Probate Office.

- (9) A 20 foot 8 inch sewer line easement along the Eastern boundaries as shown by survey of Ben F. Carr, Jr., dated February 10, 1987.
- (10) 60 foot Plantation Pipeline Company right of way Northeast to Southwest direction, as shown by Survey of Ben F. Carr, Jr., dated February 10, 1987.
- (11) 100 foot flood plane along East boundary of subject property as shown by survey of Ben F. Carr, Jr., dated February 10, 1987.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 AUG -7 AM 9:55

Thomas A. Swanson, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	<u> </u>
2. Mtg. Tax		<u>369.00</u>
3. Recording Fee		<u>37.50</u>
4. Indexing Fee		<u>100</u>
TOTAL		<u>407.50</u>