

This instrument prepared by:
Charles A. J. Beavers, Jr.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203

STATE OF ALABAMA)

SHELBY COUNTY)

REAL ESTATE MORTGAGE

Post # 1997-24474
08/04/1997-24474
02:56 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DIO MCD 673.00

KNOW ALL MEN BY THESE PRESENTS, THAT :

WHEREAS, the undersigned Inverness Dental Associates, L.L.C., an Alabama limited liability company ("Mortgagor") has become justly indebted to First Bank of Childersburg ("Mortgagee") whose address is P. O. Box 329, Childersburg, Alabama 35044, in the sum of Four Hundred Twenty-Eight Thousand and No/100 Dollars (\$428,000.00) evidenced by a promissory note of even date herewith;

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness now or hereafter owed by Mortgagor to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all of the covenants and stipulations hereinafter contained, Mortgagor does hereby grant, bargain, sell, and convey unto Mortgagee the real estate (the "Mortgaged Property") situated in Shelby County, Alabama, more particularly described on Exhibit A attached hereto.

Together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements, and appurtenances thereunto belonging or in any way appertaining, including any after-acquired title and easements and all rights, title, and interest now or hereafter owned by Mortgagor in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said Mortgaged Property, all of which shall be deemed realty and conveyed by this Mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, Mortgagee's successors and assigns forever, subject, however, to the following:

1. Current ad valorem taxes
2. Restrictions, covenants and conditions as set out in instrument(s) recorded in Real 314, page 370, in the Probate Office of Shelby County
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 5, page 355, in said Probate Office
4. Common Area Maintenance Agreement as referred to by deed recorded in Real Book 314, page 370, in said Probate Office
5. Building setback lines and easements as set out in Map Book 15, page 31, and on survey by Paragon Engineering dated July 11, 1997

For the purpose of further securing the payment of said indebtedness, Mortgagor warrants, covenants, and agrees with Mortgagee, Mortgagee's successors and assigns, as follows:

6. Mortgagor is lawfully seized in fee and possessed of said Mortgaged Property and said Mortgaged Property is free and clear of all encumbrances, easements, and restrictions not herein specifically mentioned.

7. Mortgagor has a good right to convey the Mortgaged Property, and Mortgagor will warrant and forever defend the title against the lawful claims of all persons whomsoever.

8. Mortgagor will pay all taxes, assessments, or other liens taking priority over this Mortgage when imposed legally upon said Mortgaged Property. Should default be made in the payment of same or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so).

9. Mortgagor will keep the buildings on said Mortgaged Property continuously insured in such amounts, in such manner, and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind, and such other

hazards as Mortgagee may specify with loss, if any, payable to Mortgagee. Mortgagor will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof and will pay premiums therefor as the same become due. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damages to said Mortgaged Property caused by any casualty. If Mortgagor fails to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind, and other hazards for the benefit of Mortgagor and Mortgagee or Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by insurer to Mortgagee, who is hereby granted full power to settle and compromise claims under all policies and to demand, receive, and receipt for all sums becoming due thereunder. Said proceeds, if collected, shall be credited on the indebtedness secured by this Mortgage, less cost of collection of same, or shall be used in repairing or reconstructing the Mortgaged Property, as Mortgagee may elect.

10. All amounts so expended by Mortgagee for insurance, the payment of taxes or assessments, or to discharge prior liens shall become a debt due Mortgagee at once payable without demand upon or notice to any person and shall bear interest at the rate of interest payable on the principal sum of the note described above or, if no such rate of interest is specified or if the rate specified would be unlawful, at the rate of eight percent (8%) per annum from date of payment by Mortgagee. Such debt and the interest thereon shall be secured by the lien of this Mortgage. Upon failure of Mortgagor to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this Mortgage due and payable and this Mortgage subject to foreclosure, and the same may be foreclosed as hereinafter provided.

11. Mortgagor shall take good care of the Mortgaged Property described above and shall not commit or permit any waste thereon. Mortgagor shall keep the Mortgaged Property repaired at all times and shall maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

12. No delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this Mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagor. The procurement of insurance or payment of taxes or other liens or assessments by Mortgagee shall not be taken or deemed as a waiver of the 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, liens, or assessments, it being agreed that no terms or conditions contained in this Mortgage can be waived, altered, or changed except as evidenced in writing signed by Mortgagor and Mortgagee.

13. Mortgagor will well and truly pay and discharge every indebtedness hereby secured as it shall become due and payable including the note above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagor to Mortgagee, whether now or hereafter incurred.

14. The indebtedness hereby secured shall become due and payable in full upon the assignment, transfer, or conveyance of all or any portion of the subject real estate or of any beneficial interest of Mortgagor therein unless the prior written consent of Mortgagee is first obtained.

15. After any default on the part of Mortgagor, Mortgagee shall, upon complaint filed or other proper legal proceeding being commenced for the foreclosure of this Mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues, and profits of said Mortgaged Property, with power to lease and control the said Mortgaged Property and with such other powers as may be deemed necessary. A reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed, and paid out of such rents, issues, and profits or out of the proceeds of the sale of said Mortgaged Property.

16. All the covenants and agreements of Mortgagor herein contained shall extend to and bind Mortgagor's heirs, executors, administrators, successors, and assigns, and such covenants and agreements and all options, rights, privileges, and powers herein given, granted, or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

17. The provisions of this Mortgage and the note or notes secured hereby are severable, and the invalidity or unenforceability of any provision of this Mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this Mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively.

UPON CONDITION, HOWEVER, that if Mortgagor shall well and truly pay and discharge all the indebtedness hereby secured as the same shall become due and payable and shall in all things do and perform all acts and agreement herein agreed to be done by Mortgagor according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by

said Mortgagee' under the authority of any of the provisions of this Mortgage, or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the Mortgaged Property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this Mortgage or the debt hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this Mortgage or by virtue of which any tax or assessment upon the Mortgaged Property shall be charged against the owner of this Mortgage, or should at any time any of the stipulations contained in this Mortgage be declared invalid or inoperative by any court of competent jurisdiction, or should Mortgagor fail to do and perform any other act or thing herein required or agreed to be done, then, in any of said events, the whole of the indebtedness hereby secured, or any portion or part of same which may not at said date have been paid, with interest thereon, shall at once become due and payable and this Mortgage subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived. Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the Courthouse door of the county (or the division thereof) where said property, or a substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place, and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said county. Upon the payment of the purchase money, Mortgagee or auctioneer is authorized to execute to the purchaser for and in the name of Mortgagor a good and sufficient deed to the property sold. Mortgagee shall apply the proceeds of said sale: first, to the expense of advertising, selling, and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, and other encumbrances, with interest thereon; third, to the payment in full of the indebtedness hereby secured and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to Mortgagor or to whomsoever then appears of record to be the owner of Mortgagor's interest in said property. Mortgagee may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder. Mortgagor hereby waives any requirement that the Mortgaged Property be sold in separate tracts and agrees that Mortgagee may, at Mortgagee's option, sell said property en masse regardless of the number of parcels hereby conveyed.

IN WITNESS WHEREOF, Mortgagor, by its Members, has hereunto set its signature and seal as of the 30th day of July, 1997.

INVERNESS DENTAL ASSOCIATES, L.L.C.

By: C. Douglas Martin
C. Douglas Martin
Its Member

By: John Timothy Haywood
John Timothy Haywood
Its Member

By: Darin V. Cissell
Darin V. Cissell
Its Member

STATE OF ALABAMA

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SHELBY COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that C. Douglas Martin, whose name as Member of Inverness Dental Associates, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal the 30th day of July, 1997.

Edna Carroll

Notary Public

[NOTARIAL SEAL]

My commission expires 5/16/98

STATE OF ALABAMA

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SHELBY COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that John Timothy Haywood, whose name as Member of Inverness Dental Associates, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal the 30th day of July, 1997.

Edne Canoll

Notary Public

[NOTARIAL SEAL]

My commission expires 5/16/98

STATE OF ALABAMA

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SHELBY COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Darin V. Cissell, whose name as Member of Inverness Dental Associates, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal the 30th day of July, 1997.

E. C. Carroll

Notary Public

[NOTARIAL SEAL]

My commission expires 5/16/98

Exhibit "A"

A part of the NE 1/4 of the SW 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SE corner of the SW 1/4 of said Section 36, and run North along the East line of same 2513.59 feet to a point on the Southwesterly right of way of U. S. Highway No. 280; thence left 60 deg. 54 min. 50 sec. and run Northwesterly along said right of way 49.82 feet to the point of curve of a curve to the right, having a radius of 2,915.42 feet and a central angle of 1 deg. 56 min. 16 sec.; thence run Northwesterly along said right of way and arc of said curve 98.60 feet to a point on said curve at an intersection with the Northwesterly right of way of Inverness Center Drive; thence left 88 deg. 00 min. 37 sec. from the tangent of said point on curve and run Southwesterly along said Northwesterly right of way of Inverness Center Drive 202.76 feet to the point of curve of a curve to the right, having a radius of 397.02 feet and a central angle of 21 deg. 01 min. 58 sec.; thence continue Southwesterly along said right of way and arc of said curve 145.74 feet to the point of tangent; thence continue Southwesterly along said right of way 72.80 feet to the point of beginning of herein described parcel; thence continue Southwesterly along said right of way 78.51 feet to the point of curve of a curve to the left having a radius of 314.48 feet and a central angle of 25 deg. 35 min. 27 sec.; thence continue Southwesterly along said right of way and arc of said curve 140.46 feet to a point of reverse curve of a curve to the right, having a radius of 25.00 feet and a central angle of 78 deg. 01 min. 24 sec.; thence run Southwesterly along said right of way and arc of said curve 34.04 feet to the point of tangent, said point being on the Northeasterly right of way of Inverness Center Place; thence run West along said right of way 22.57 feet to the point of curve of a curve to the right, having a radius of 243.22 feet and a central angle of 41 deg. 34 min. 36 sec.; thence run Northwesterly along said right of way and arc of said curve 176.49 feet to a point of compound curve of a curve to the right, having a radius of 25.00 feet and a central angle of 98 deg. 06 min. 56 sec.; thence run Northwesterly along said right of way and arc of said curve 42.81 feet to the point of tangent, said point being on the Southeasterly right of way of a possible future street; thence run Northeasterly along said right of way 8.85 feet to the point of curve of a curve to the left, having a radius of 448.70 feet and a central angle of 34 deg. 17 min. 04 sec.; thence run Northeasterly along said right of way and arc of said curve 268.49 feet to a point of compound curve of a curve to the right, having a radius of 25.00 feet and a central angle of 102 deg. 31 min. 42 sec.; thence run Northeasterly along said right of way and arc of said curve 44.74 feet to the point of tangent, said point being on the Southwesterly right of way of an 80 foot street; thence run Southeasterly along said right of way 128.07 feet to the point of curve of a curve to the right, having a radius of 50.00 feet and a central angle of 99 deg. 37 min. 53 sec.; thence run Southeasterly to Southwesterly along said right of way and arc of said curve 86.94 feet to the point of tangent and the point of beginning; being situated in Shelby County, Alabama.

Being the same property as Inverness Center Site 24A as recorded in Map Book 15 page 31 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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