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Mortgages shall have the right, without notice to Mortgagor, to take possession of the Property and collect all rents as provided in

Mortgages shall have the right to have a receiver appointed to take possession of all or any pert of the Property, with the power to

Paragraph 9 and apply the net proceeds, over and above Mortgages's costs, against the Indebtedness. In furtherance of this right. Mortgages may

require any tenant or other user of the Property to make payments of rent or use fees directly to Mortgages. If the rents are collected by Mortgages Inen Mortgagor irrevocably designates Mortgages as Mortgagor's attorney-in-fact to endorse instruments received in payment thereof in the name of Mortgagor and to negotiate the same and collect the proceeds. Payments by tenents or other users to Mortgagee in response to Mortgagee's demand hall activity the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Mortgages may exercise its

Protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the rents from the Property and apply the

proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law Mortgages's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a

Sights under this subperagraph either in person, by agent, or through a receiver.

substantial amount. Employment by Mortgages shall not disquelify a person from serving as a receiver.

- (d) Mortgages shall have the right to obtain a judicial decree foreclosing Mortgagor's interest on the Property.
- Mortgages shall be authorized to take possession of the Property, and, with or without taking such possession, after giving 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 in some newspaper published in the country or counties in which the Property to be sold is located, to self the Property (or such part or parts thereof as Mortgages may from time to time elect to self) in front of the front or main door of the countries of the country or division of the country in which the Mortgage is located in more than one country, publication shall be made in all countries where the Property to be sold is located. If no under this Mortgage is located in more than one country, publication shall be made in all countries where the Property to be sold is located. If no under this Mortgage is located in any country in which smy-Property to be sold is located, the notice shall be published in an newspaper published in an exercise country for three (3) successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise country for three (3) successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise country for three (3) successive weeks. Mortgages may leid at any sale had under the terms of this Mortgage and may purchase the Property if the of the power of sale under this Mortgage may leid at any sale had under the terms of this Mortgage and may purchase the Property if the held between the Property marshalled. In exercising its rights and remedies, Mortgages shall be free to self all or any pert of the Property together or separately, in one sale or by separate sales.

ETERNISCHE PROVINSERVINGE

- (f) If permitted by applicable lew. Mortgagee may obtain a judgment for any deficiency remaining in the indebtedness due to Mortgagee after application of all amounts received from the exercise of the rights provided in this Mortgage.
- Id: If Mortgagor remains in possession of the Property after the Property is sold as provided above or Mortgagos otherwise becomes entitled to possession of the Property upon default of Mortgagor, Mortgagor shall become a tenant at sufferance of Mortgagos or the purchaser of the Property and shall, at Mortgagos's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Mortgagos.

From the proceeds of any sale of the Property, Mortgages shall first pay all costs of the sale (including but not limited to reasonable attorneys tell incurred by Mortgages in connection therewith or in connection with any proceeding whatsoever, whether benkruptcy or otherwise, seeking to enjoin or stay the foreclosure of this Mortgage, or otherwise challenging the right of Mortgages to foreclose this Mortgage); then amounts due on other liens and mortgages having priority over this Mortgage; then the Indebtedness due to Mortgages; and then the belance, if any, to Mortgager or to liens and mortgages having priority over this Mortgage; then the Indebtedness due to Mortgages; and then the belance, if any, to Mortgagor or to whomever then appears of record to be the owner of Mortgagor's interest in the Property, including but not limited to, any subordinate lienholder whomever then appears of record to be the owner of Mortgagor's interest in the Property, including but not limited to, any subordinate lienholder

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

- 1. Mortgagor is lawfully seized in fee simple and possessed of the Property and has a good right to convey the same as aforesaid. The Property is free and clear of all encumbrances, essements, and restrictions not herein specifically mentioned or set forth in any title insurance policy. Property is free and clear of all encumbrances, essements, and restrictions not herein specifically mentioned or set forth in any title insurance policy. It is report, or final title opinion issued in favor of, and accepted by. Mortgages in connection with this Mortgage. Mortgagor will warrant and screens title to the Property against the claims of all persons whomeoever.
- 2. This Mortgage shall also secure all future and additional advances that Mortgagee may make to Mortgagor from time to time upon the security herein conveyed. Such advances shall be optional with Mortgagee and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Mortgagor and Mortgagee. Any such advance may be made to any one of the Mortgagors should there be more than one, and if so made, shall be secured by this Mortgage to the same extent as if made to all Mortgagors.
- 3. This Mortgage shall also secure any and all other indebtedness of Mortgagor due to Mortgages with interest thereon as specified, or any of the Mortgagors should there be more then one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or any of the Mortgagors should there be more then one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hareafter rising at any time before cancellation of this Mortgage. Such indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise.
- 4. Notwithstanding the foregoing, if any disclosure required by 12 C.F.R. \$\$ 226.15,226.19(b) or 226.23, or 24 C.F.R. \$\$ 2500 6. 3500.7, or 3500.10, or any successor or regulations, has not been timely provided in connection with one or more loans, credit extensions of obligations of Mortgagor, or any other person whose obligations are secured hereby, then the security interest in the Property granted hereby shall not secure the obligation or obligations for which the required disclosure was not given.
- 5. Mortgagor shall keep all biglidings, improvements and fixtures on the real property herein conveyed insured against fire, all hezarda included within the term "extended coverage," flood in areas designated by the U.S. Department of Housing and Urban Development as being subject to overflow, and such other hezards as Mortgages may reasonably required in an amount sufficient to avoid application of any consurance clause. All to overflow, and such other hezards as Mortgages may reasonably required in an amount sufficient to avoid application of any consurance clause. All to overflow, and such other hezards as Mortgages in developments acceptable to Mortgages, shall include a standard mortgages's clause in favor of Mortgages providing at least 10 days notice to Mortgages of cancellation, and shall be delivered to Mortgages. Mortgagor shall promptly pay when due all promptly pay when due and providing at least 10 days notice to Mortgages of cancellation, and shall be delivered to Mortgages. Mortgages is failured to pay the premiums or obtain single interest insurance for the sole benefit of Mortgages (with Nortgages as determined by Mortgages in its sole discretion), and/or to hold the Mortgager in default and exercise its rights as a secured creditor and may make use of any other remady svellable under this Mortgages or any other agreements with the Mortgagor, including, but not limited to and may make use of any other camedy svellable under this Mortgages. In the event of a loss covered by the insurance in force, Mortgagor (preciosure of the Property or any other camedy svellable under this Mortgages in not made by Mortgagor. All loss payments shall be made directly to shall promptly notify Mortgages, who may either apply the proceeds to the repair or restoration of the damaged improvements or to the Indebtedness, or relegae such proceeds in whole or in part to Mortgagor.
- 6. Mortgager shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Mortgages therein, during the term of this Mortgages before such taxes or assessments become delinquent, and shall furnish Mortgages the tax receipts for therein, during the term of this Mortgages before such taxes or assessments become delinquent, and shall furnish Mortgages the tax receipts for therein. Should Mortgager fail to pay all taxes and assessments when due, Mortgages shall have the right, but not the obligation, to make these dayments.
- 7. Mortgagor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof Mortgagor shall use the Property for lewful purposes only. Mortgagee may make or arrange to be made entries upon and inspections of the Property after first giving Mortgagor notice prior to any inspection specifying a just cause related to Mortgagee's interest in the Property. Mortgagee shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Mortgagor a reasonable opportunity (not to exceed 30 days) to make the repairs. Any inspection or repair shall be for the benefit of Mortgagee only.

Should the purpose of the primary indebtedness for which this Mortgage is given as security be for construction of improvements on the real property herein conveyed. Mortgages shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress, which shall be for Mortgages's sole benefit. Should Mortgages determine that Mortgagor is failing to perform such construction in a timely and satisfactory manner. Mortgages shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of and satisfactory manner. Mortgages shall have the right, but not the obligation, to take charge of and proceed with the construction in a manner agreeable to Mortgagor after first affording Mortgagor a reasonable opportunity (not to exceed 30 days) to continue the construction in a manner agreeable to Mortgages.

- 8. Any sums advanced by Mortgiges for insurance, taxes, repairs or construction as provided in Paragraphs 5, 6 and 7 shall be secured by this Mortgage as advances made to protect the Property and shall be payable by Mortgagor to Mortgage, with interest at the rate specified in the instrument representing the primary indebtedness, within thirty days following written demand for payment sent by Mortgages to Mortgagor by in the instrument representing the primary indebtedness, within thirty days following written demand for payment sent by Mortgages to Mortgages has made payment shall serve as conclusive evidence thereo).
- 9. As additional security, Mortgagor hereby grants a security interest in and essigns to Mortgagee all of Mortgagee's right, trite and interest in and to all leases of the Property and all rents (defined to include all present end future rents, revenues, income, issues, royalties, profits and other benefits) accruing on the Property. Mortgagor shall have the right to collect and retain any rents as long as Mortgagor is not in default as provided in Paragraph 12. In the event of default, Mortgagee in person, by an agent or by a judicially appointed receiver shall be antitled to enter upon, lake possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the cost of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses, and then to payments on the Indebtsdriess.
- 10. If all or any part of the Property, or an interest therein, is sold or transferred by Mortgagor, excluding (a) the creation of a lien subordinate to this Mortgage for which Mortgages has given its written consent, (b) a transfer by devise, by descent or by operation of law upon the ideath of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase. Mortgages may declare all the indebtedness to be immediately due and psyable.
- If all or any part of the Property is condemned by emment domain proceedings or by any proceeding or purchase in lieu of condemnation. Mortgages may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net pipceeds of the award shell meen the award after payment of all reasonable costs, expenses, and repair or restoration of the Property. The net pipceeds of the award shell meen the award after payment of all reasonable costs, expenses, and repair or restoration of the Property. The net pipceeds of the award shell meen the award after payment of all reasonable costs, expenses, and repair or restoration is filed, Mortgages that promptly notify attorneys' fees incurred by Mortgages in connection with the condemnation. If any preceding in condemnation is filed, Mortgages that promptly take such steps as may be necessary to defend the action and obtain the award. Mortgages that he entitled to participate in the proceeding and to be represented in the proceeding by the nominal party in such proceeding, but Mortgages shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Mortgages will deliver or cause to be delivered to Mortgages such instruments as may be requested by it from time to time to permit such participation.

Page 2 of 6

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- 12. Mortgagor shall be in default under the provisions of this Mortgage at the option of Mortgager if (a) Mortgagor shall fell to comply wish any of Mortgagor's covenants or obligations contained herein, (b) Mortgagor shall fell to pay any of the Indebtedness, or any installment thereof or interest thereon, as such Indebtedness, installment or interest shall be due by contractual agreement or by acceleration. (c) Mortgagor becomes bankrupt or insolvent or is placed in receivership, (d) Mortgagor shall, if a corporation, a pertnership or other legal entity, be thissolved voluntarily or involuntarily, (e) any warranty, representation or statement made or furnished to Mortgagee by or on behalf of Mortgagor under this Mortgage or related documents is false or misleading in any material respect, either now or at the time made or furnished. (f) this Mortgage dr any related document(s) cases to be in full force and effect (including failure of any security instrument to create a valid and perfected security interest or lien) at any time and for any reason, (g) Mortgagor breaches the terms of any other agreement between Mortgagor and Mortgagee, including without limitation, any agreement concerning any indebtedness or other obligation of Mortgagor to Mortgagee, whether existing now or later and does not remedy the breach within any grace period provided therein, or (h) Mortgagee in good faith deems itself insecure and its prospect of repayment setiously impaired.
- This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Mortgages shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time. Upon request by Mortgages shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time. Upon request by Mortgages to perfect and dominus litinggars a security interest in that part of the Property that constitutes personal property. In addition to recording this Mortgage in the real property sported, illustrating may, at any time and without further authorization from Mortgagor, file executed counterparts, copies or reproductions of this Mortgages may, at any time and without further authorization from Mortgagor, file executed counterparts, copies or reproductions of this Mortgages are at a place reasonable that part of the Property that conditions are necessarily in a manner and at a place reasonable to Mortgages within three (3) days after receipt of written demand from Mortgages flottes of the time and place of any public sale or of the sale or disposition. The making addresses of Mortgages and Mortgages, from which information concerning the security interest granted herein may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgages.
- At any time, and from time to time, upon request of Mortgages, Mortgages will make, execute and deliver, or will cause to bit made executed and delivered, to Mortgages or to Mortgages's designes, and when requested by Mortgages, caused to be filed, recorded, refiled or rerecorded, as the case may be, at such times and in such offices and places as Mortgages may deem appropriate, any and all such mortgages, deeds of trust, accurity deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Mortgages, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve ta: the obligations of Mortgagor under this Mortgage or the instruments evidencing the Indebtedness, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Mortgagor. Unless prohibited by law or agreed to the contrary by Mortgagor in writing, Mortgagor shall reimburse Mortgages for all osts and expenses incurred in connection with the matters referred to in this paragraph, Mortgages may do so for and in the natures referred to in this paragraph. Mortgages may do so for and in the nature of Mortgagor and at Mortgagor expense. For such purposes, Mortgagor hereby irrevocably appoints Mortgages as Mortgagor's attorney-in-fact for the purpose of making, executing delivering, filling, recording, and doing all other things as may be necessary or desirable, in Mortgages's sole opinion, to accomplish the matters referred to above.
- 15. Mortgagor shall notify Mortgages at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materials are supplied to the Property, if any mechanic's lien, materials, or other lien could be asserted on account of the work, services or materials. Mortgagor will upon request of Mortgages furnish to Mortgages advance assurances satisfactory to Mortgages that Mortgagor can and will play the cost of such improvements. Any statement or claim of lien filed under applicable law shall be satisfied by Mortgagor or bonded to the satisfactory within 14 days after filing.
- 1. Each privilege, option or remedy provided in this Mortgage to Mortgage is distinct from every other privilege, option or remedy dontained herein or in any related document, or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Mortgages or by any other owner or holder of the indebtedness. Mortgages shall not be deemed to have waived any rights under this Mortgage (or under the related documents) unless such welver is in writing and signed by Mortgages. No delay or omission on the part of the Mortgages in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's hight otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Mortgages, nor any course of dealing between Mortgager and Mortgages, shall constitute a waiver of any of Mortgages a lights or any of Mortgages in any instance shall not constitute continuing consent to subsequent instances where such consent is required.
- 17. The words "Mortgagor" or "Mortgages" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association or other legal entity, depending on the recital herein of the parties to this Mortgage. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 10. If there be more than one Mortgagor, then Mortgagor's obligation shall be joint and several. Whenever in this Mortgage the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Mortgages to Mortgagor shall be sent to the address of Mortgagor shown in this Mortgage.
- 18. Mortgagor covenants and agrees that the Mortgagor (a) has not stored and shall not store lexicapt in compliance with all federal state and local statutes, laws, ordinances, rules, regulations and common law now or hereafter in effect, and all amendments thereto, relating to the protection of the health of living organisms for the environment (collectively, "Environmental Requirements")) and has not disposed and shall not dispose of any Hazardous Substances (as hereinafter defined) on the Property, (b) has not transported or arranged for the transportation of any Hazardous Substances, and (c) has not suffered or permitted, and shall not suffer or permit any owner, lessee, tenent, invite, occupant or operator of the Property or any other persons to do any of the foregoing.

Mortgagor covenants and agrees to maintain the Property at all times (a) free of any Hazardous Substance lexcept in compliance with all Environmental Requirements) and (b) in compliance with all Environmental Requirements.

Mortgagor agrees promptly: (a) to notify Mortgagee in writing of any change in the nature or extent of Hazardous Substances maintained on or with respect to the Property, (b) to transmit to Mortgages copies of any citations, orders, notices or other material governmental communications. received with respect to Heizerdous Substances upon, about or beneath the Property or the violation or breach of any Environmental Requirements. (c) to observe and comply with any and all Environmental Requirements relating to the use, maintenance and disposal of Hazardous Substances or transportation, generation and disposal of Hazardous Substances, (d) to pay, perform or otherwise satisfy any fine, charge, penalty, fee, damage, order judgment, decree or imposition related thereto which, if unpaid, would constitute a lien on the Property, unless (i) the validity thereof shall be contested. diligantly and in good faith by appropriate proceedings and with counsel reasonably satisfactory to Mortgagee and (ii) so long as Mortgagor shall at all times have deposited with Mortgages, or posted a bond satisfactory to Mortgages in a sum equal to the amount necessary (in the reasonable discretion of Mortgages) to comply with such order or directive (including, but not limited to, the amount of any line, penalty, interest or costs that may become due thereon by reason of or during such contest); provided, however, that payment in full with respect to such fine, charge, penalty, fee, damage, order, judgment, decree or imposition shall be made not less than twenty (20) days before the first data upon which the Property, or any portion thereof, may be seized and sold in satisfaction thereof, and (e) to take all appropriate response actions, including any removal or remodel actions. necessary in order for the Property to be or remain in compliance with all Environmental Requirements in the event of a release, emission, discharge or disposal of any Hazardous Substances in, on, under or from the Property. (I) upon the request of Mortgagee, to permit Mortgagee, including its officers, agents, employees, contractors and representatives, to enter and inspect the Property for purposes of conducting an environmental alsaessment, (g) upon the request of Mortgages, and at the Mortgagor's expense, to cause to be prepared for the Property such site assessment reports, including, without limitation, engineering studies, historical reviews and testing, as may be reasonably requested from time to time by the Mortgagee.

In addition to all tother indemnifications contained herein, Mortgagor agrees to indemnify, defend and reimburse and does hereby hold harmless Mortgagee, and its officers, directors, agents, shareholders, employees, contractors, representatives, successors and assigns, from and against any and all claims, judgments, dantages, losees, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, of whatever kind or nature, including, without limitation, reasonable attorney's fees and consultants' fees, arising from the presence of Hazardous Substances upon, about or beneath the Property or migrating to and from the Property or arising in any manner whatsoever out of the violation of any Environmental Requirements pertaining to the Property and the activities thereon, or arising from the breach of any covenant or representation of Mortgagor contained in this Mortgage. The Mortgagor's obligations under this paragraph shall survive any foreclosure on the Property or repayment or extinguishment of the indebtedness.

The provisions of this Mortgage are in addition to and supplement any other representations, warranties, covenants and other provisions obstained in any other loan documents that Mortgagor has executed for the benefit of Mortgagos.

For purposes of this Mortgage, "Hazardous Substances" shall mean any substance

(a) The presence of which requires investigation, removal, remediation or any form of clean-up under any federal, state or local statute regulation, ordinance, ordin, action, policy or common law now or hereafter in effect, or any amendments thereto; or

Which is or becomes defined as a "hezardous waste", hazardous substance", "pollutant" or "contaminant" under any federal state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C.\$ 9501 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C.\$ 6901 et seq.); or

**(b)** 

	(c)	. AArsatin	n heasenny or su	the intuite by an	y governmental	ANNOUS PROPORTION PROPERTY AND AUTOCOMPS AND			
	( <del>d</del> )	The pres	lence of which on	o States, the state of the Property cause	tates, the state where the Property is located or any political subdivision thereof; or .  Property causes or threatens to cause a nuisance upon the Property or to adjacent properties of the health or safety of persons on or about the Property; or				
	(e) (4)	The pres	ience of which on a	idjacent properties c	o <b>uld</b> constitute a	trespass by the Mortospor: or			
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mate parte	20. ers set fort es sought t	LE HE FLANT MACH	unada. Mo esteletic	th any related document of or amendment in the street on or amendment.	to this Mortagor	es the entire understanding and agreement of the parties as to to shall be affective unless given in writing and signed by the party			
) prbiti	21. ration, this	This Mo Mortgage si	rtgage has been del half be governed by	livered to Mortgages and construed in ac-	end accepted b cordance with th	by Mortgages in the State of Alabama. Subject to the provisions in the laws of the State of Alabama.			
	22.	Mortgeg	or hereby releases a	ell rights and benefit	s of the homeste	sad exemption laws of the State of Alabama as to the Property			
	23.	Time is	of the essence in th	e performance of the	s Mortgage.				
Anida	ionid bionii	non shall be	deemed to be modi	l <b>et provision</b> invalid Hed to be within the	or unenforceable limits of enforc	is Mortgage to be invalid or unenforceable as to any person of as to any other persons or circumstances. If feasible any successity or validity; however, if the offending provision cannot be spects shall remain valid and enforceable.			
this		TNESS WHE		es executed this Mor		th day of April 2000			
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## CERTIFICATE

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Page of recerding se sh			
	<u> </u>		By: Russell Scrupps
			Title: Assistant Vice President
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ALMTGSA Rev (05/18/99)

## CORPORATE OR OTHER ACKNOWLEDGMENT

COUNTY OF Shelly		•
· Claster T- Success		unty, in said State, hereby certify that
CONTRACT COMMENTALICATION INC.	whose name as ITS PRESIDENT  Alabama Corporation	, is signed to the foregoing
converse and with is known to me, acknown	owiedged before me on this day that, being inform se such officer and with full authority, executed t	ned of the contents of said conveyance,
Given under my hand and official seal, this	11 th day of _April_2000	·
	Notary Public	$\sum_{i=1}^{n} c_{i} = \frac{1}{2} $
·	My Commission expires:	8 3 - 6 C

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STATE OF ALABAMA