

This Instrument was prepared by:
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2121 Highland Avenue
Birmingham, Alabama 35205

Inst # 2000-32870

MORTGAGE

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS;

SHELBY COUNTY

WHEREAS, **Benjamin L. Webb, Jr. and wife Susanne G. Webb** (hereinafter called "Mortgagor"), is justly indebted to SouthTrust Bank as Successor Trustee of the Edward Anthony Gabriel Trust for Susanne Ida Gabriel, created under the Last Will and Testament of Edward Anthony Gabriel, deceased, dated February 22, 1966 and admitted to probate in Harris County Texas on January 4, 1978, File Number 149301 (hereinafter called "Mortgagee"), in the sum of **Six Hundred Fifty Thousand Dollars**, (\$650,000.00) evidenced by one promissory note of even date herewith, and being due and payable according to the terms thereof; and

WHEREAS, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof,

NOW THEREFORE, in consideration of the premises, said Mortgagor, and all others executing this mortgage do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 17, according to the Survey of Oakcrest, Sector Two, as recorded in Map Book 20, Page 129 A & B in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Less and except that part of lot lying North of the fence as shown by said map.

(the "Property").

TO HAVE AND TO HOLD the above granted Property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever; and for the purpose of further securing payment of said indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the Property, and should default be made in the payment of same, the Mortgagee may at the Mortgagee's option pay off the same and to further secure said indebtedness, the Mortgagor agrees to keep the improvements on the Property insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if the Mortgagor fails to keep the Property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure the Property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity,

or should the interest of said Mortgagee or assigns in the Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this Mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns shall be authorized to take possession of the Property hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Courthouse door of said County (or the division thereof) where the property is located, at public outcry, to the highest bidder for cash and apply the proceeds of the 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 or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and the undersigned further agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

Mortgagor hereby agrees to take good care of the Property and not to commit any waste thereon, and agrees to keep the property in good repair, maintaining such property in the same condition as it now is, reasonable wear and tear excepted, for as long as the indebtedness secured hereby remains outstanding. If Mortgagor fails to comply with this requirement, Mortgagee may, at its option, declare the entire indebtedness secured hereunder due and payable and may commence foreclosure proceedings on the Property in accordance with the terms set forth herein.

If any or all of the Property or interest therein is sold or transferred by operation of law or otherwise without Mortgagor's prior written consent, Mortgagee may at its option, require immediate payment in full of all sums secured hereunder provided such action does not violate the laws governing the same. If Mortgagor fails to make the full payment, Mortgagee may commence foreclosure proceedings as provided hereunder or pursue or invoke any remedies provided by this instrument or by law.

Hazardous Substances Warranties and Representations. As used herein, "Hazardous Substances" shall mean and include, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly or indirectly, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations in such organisms or their offspring, and all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended ("CERCLA"), the Resource Conservation and Recovery Act, as now or hereafter amended ("RCRA"), Superfund Amendments and Reauthorization Act of 1986, as now or hereafter amended ("SARA"), and Toxic Substances Control Act, as now or hereafter amended ("TSCA") or state superlien or environmental cleanup or disclosure statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). Mortgagor warrants, represents and covenants as follows:

(a) Neither the Mortgagor, the Property nor any other property owned by Mortgagor or its general partners is (i) subject to any private or governmental lien or judicial or administrative notice, order or action relating to Hazardous Substances or environmental problems, impairments or liabilities with respect to the Premises or such other property or (ii) is in, or with any applicable


notice and/or lapse of time, and/or failure to take certain curative or remedial actions, will be in, either direct or indirect violation of any Environmental Laws.


(b) No Hazardous Substances are located on or have been stored, processed or disposed of on or released or discharged from (including ground water contamination) the Property and no above or underground storage tanks exist on the Property. Mortgagor shall not allow any Hazardous Substances to exist or be stored, located, discharged, possessed, managed, processed or otherwise handled on the Property and shall comply with all Environmental Laws affecting the Property.

(c) Mortgagor shall immediately notify Mortgagee should Mortgagor become aware of (i) any Hazardous Substance or other environmental problem or liability with respect to the Property, (ii) any lien, action or notice of the nature described in subparagraph (b) above, or (iii) any litigation or threat of litigation relating to any alleged unauthorized release of any Hazardous Substance or the existence of any Hazardous Substance or other environmental contamination, liability or problem with respect to or arising out of or in connection with the Property. Mortgagor shall, at its own cost and expense, take all actions (to the extent and at the time or from time to time) as shall be necessary or advisable for the clean-up of the Property, including all removal, containment and remedial actions in accordance with all applicable Environmental Laws (and in all events in a manner satisfactory to Mortgagee), and shall further pay or cause to be paid at no expense to Mortgagee all clean-up, administrative, and enforcement costs of applicable government agencies or the parties protected by such Environmental Laws which may be asserted against the Property, the owner thereof or a lienholder secured thereby; provided, however, that if Mortgagor has complied with all applicable statutes, rules and regulations relating to the Property and specifically to Hazardous Substances, Mortgagor shall not be required to clean-up the Property but shall indemnify Mortgagee from and against any and all losses, etc., paid, incurred or suffered by, or asserted against, Mortgagee as a result of Mortgagor's failure to clean-up the Property and from any loss of value of the Property resulting from such failure to clean-up the Property. All costs (including, without limitation, those costs set forth above), damages, liabilities, losses, claims, expenses (including attorneys' fees and disbursements) which are incurred by Mortgagee, without the requirement that Mortgagee wait for the ultimate outcome of any litigation, claim or other proceeding, shall be paid by Mortgagor to Mortgagee within ten (10) days after notice to Mortgagor from Mortgagee itemizing the amounts incurred to the effective date of such notice.

(d) Mortgagor hereby covenants and agrees not to do or take any action or omit or fail to take any such action which will result in the unauthorized release of any Hazardous Substance or the existence of any Hazardous Substance or other environmental contamination, liability or problem with respect to the Property. Upon any such unauthorized release or discovery of the existence of any such Hazardous Substance or other environmental contamination, liability or problem, Mortgagor agrees to promptly give written notice to Mortgagee of the exact nature, scope and extent thereof.

IN WITNESS WHEREOF, the undersigned **Benjamin L. Webb, Jr. and wife Susanne G. Webb**, have hereunto set their signature and seal this 11th day of September, 2000.

 (Seal)
Benjamin L. Webb, Jr.

 (Seal)
Susanne G. Webb

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Benjamin L. Webb, Jr. and wife Susanne G. Webb, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 11th day of September, 2000.

Lisa Hudson Doran
Notary Public

(SEAL)

My commission expires: 10/06/02