

FORM 249-3 J. H. B.

TOGETHER WITH all rents, issues and profits thereof and the rights, privileges and appurtenances thereunto belonging or in anywise appertaining, including all gas, electric, steam, hot air and other heating, lighting and cooking apparatus, engines, boilers, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing fixtures which are, or shall be, attached to said building of which shall be deemed realty as between the parties hereto and all persons claiming by, through or under them, and conveyed by this mortgage as a part of the security for said indebtedness.

All of the foregoing is sometimes hereinafter for convenience called the "Premises".

TO HAVE AND TO HOLD the Premises, and every part hereof, unto the Mortgagee, its successors and assigns, forever. And the Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Premises and has a good right to sell and convey the same as aforesaid; that the Premises are free and clear of all liens and encumbrances and the Mortgagor will warrant and forever defend the title to the same unto the 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. THIS IS A FUTURE ADVANCE MORTGAGE, and the indebtedness shall be advanced by Mortgagee to Mortgagor in accordance with a construction loan agreement of even date herewith, the terms of which agreement are made a part of this mortgage. This mortgage shall also secure any and all other indebtedness now or hereafter owing from the Mortgagor to the Mortgagee.

2. The Mortgagor will duly and punctually pay the note secured hereby and all other sums required to be paid by the Mortgagor hereunder.

3. For the benefit of the Mortgagee, the buildings on said Premises shall be constantly insured against loss by fire and other hazards, casualties and contingencies, extended coverage, and other such coverage, in such manner and in such companies and for such amounts as may be required by the Mortgagee, with loss, if any, payable to Mortgagee, as its interest may appear, and the Mortgagor does hereby transfer, assign, set over and deliver to the Mortgagee the fire and other insurance policies covering said property, and it is further agreed that all of the security for said indebtedness shall pass to, and become the property of, the purchaser at any foreclosure sale hereunder, without the necessity of notice, sale, deed or other proceedings in consummation of such foreclosure, and if the Mortgagor fails to keep said property insured as above specified then the Mortgagee may, at its option, insure said property for its insurable value, against loss by fire and other hazards, casualties and contingencies, for its own benefit, and any amount which may be expended for premiums on such insurance policies shall be secured by the lien of this mortgage and bear interest from the date of payment by the Mortgagee; 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 paid over to a trustee, to be named by the Mortgagee, its successors or assigns, to be applied in payment for any repair or replacement of such building, or buildings, or for any other purpose or object satisfactory to said Mortgagee, without affecting the lien of this mortgage for the full amount hereby secured.

4. The Premises and the improvements thereon shall be kept in good condition and no waste committed or permitted thereon, natural wear and tear excepted, and all taxes and assessments or other charges, which may be levied upon or accrue against the Premises, as well as all other sums which may be or become liens or charges against the same, shall be paid and discharged by the undersigned 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.

5. Any claim of lien which may be filed under the provisions of the Statutes of Alabama, relating to the liens of mechanics or materialmen, shall be promptly paid and discharged by the undersigned and shall not be permitted to take priority over the lien of this mortgage.

6. That any and all legal requirements, of any governmental agency wherein the Premises are located, shall be fully complied with by the Mortgagor.

7. Should default be made in the payment of any insurance premium, taxes, assessments or other liens, or any other sum, as herein provided, the Mortgagee or assigns shall be authorized to pay same and the sum, or sums, so paid shall be and become a part of the indebtedness secured by the mortgage, or the Mortgagee or assigns may take possession of the Premises, collect the rents due or to become due thereon and apply same in payment of such delinquent taxes, assessments or other liens or, upon application made to any court of competent jurisdiction, be entitled as a matter of right to the appointment of a receiver of the rents, issues and profits to be derived therefrom and with power to lease and control the Premises for the benefit of the Mortgagee or, at its option, the Mortgagee may declare the whole of said indebtedness due and payable at once and the mortgage may be foreclosed as hereinafter provided, but no delay or failure of the mortgagee to exercise this right or any other option herein shall be deemed a waiver of such right.

8. The Mortgagor agrees to pay reasonable attorneys' fees and expenses incurred by the Mortgagee in applying for a receiver, in protecting its interest in any litigation involving this real estate, in presenting claim under any administration or other proceeding where proof of claims is required by law to be filed, or in foreclosing this mortgage by suit in any court of competent jurisdiction, such fees and expenses to be a part of the debt hereby secured.

9. It is further agreed that if the Mortgagor shall fail to pay or cause to be paid in whole, or any portion, of the principal sum, or any installment of interest thereon, and any extensions or renewals thereof, 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 should default be made in the payment of any mechanic's lien, materialmen's lien, insurance premiums, taxes or assessments now, 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 covenants, conditions and agreements herein contained or in the construction loan agreement of even date herewith, 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 secured shall have the right to enter upon and take possession of said property and sell after or without taking such possession of the same at public outcry, in whole or in parcels, in front of the Court House 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 by publication once a week for three successive weeks in some newspaper published in said county, and, upon the payment of the purchase money, shall execute to the purchaser at said sale a deed to the property so purchased, the proceeds of such sale shall be applied (1) to the expenses incurred in making the sale, including a reasonable attorney's fee for such services as may be necessary, in the collection of said indebtedness or the foreclosure of the mortgage; (2) to the payment of whatever sum, or sums, the Mortgagee may have paid out or become liable to pay, in carrying out the provisions of this mortgage, together with interest thereon; (3) to the payment and satisfaction of said principal indebtedness and interest thereon to the day of sale and the balance, if any, shall be paid over to the Mortgagor, or assigns. Or said Mortgage may be foreclosed as now provided by law in case of past due mortgages, in which event a reasonable attorney's fee shall, among other expenses and costs, be allowed and paid out of the proceeds of the sale of said property. 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 and the Mortgagee or the then holder of the indebtedness hereby secured may become the purchaser at said sale and the auctioneer making the sale is hereby authorized and empowered to execute a deed in the name and on behalf of the Mortgagor to such purchaser, and the certificate of the holder of such indebtedness, appointing said auctioneer to make such sale, shall be prima facie evidence of his authority in the premises. Mortgagee shall also have all rights and remedies of a secured party under the Alabama Uniform Commercial Code.

10. In the event of the enactment of any law, Federal or State, after the date of this mortgage, deducting from the value of the land for the purposes of taxation any lien thereon, or imposing any liability upon the Mortgagee, in respect of the indebtedness secured hereby, or changing in any way the laws now in force for the taxation of mortgages, or debts secured by mortgages, or the manner of collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the Mortgagee, without notice to any party, become immediately due and payable.

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

12. This mortgage creates a security interest in the personal property of the Mortgagor herein described, and shall constitute a Security Agreement under the Alabama Uniform Commercial Code. Mortgagor covenants and agrees to execute, file and refile such financing statements, continuation statements or other documents that Mortgagee shall require.

13. Provided always that if the Mortgagor pay said note and any renewal or extension thereof and all other indebtedness secured by the mortgage and reimburse said Mortgagee, its successors or assigns, for any amount it may have expended 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.

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 corporation, and all covenants and agreements herein contained shall bind the heirs, personal representatives, successors and assigns of the undersigned and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, RIVERCHASE TOWN HOMES II, LTD., an Alabama Limited Partnership, has hereunto set its signature by James D. Davenport, Its General Partner, who is duly authorized to sign this the 19th day of December, 1980.

RIVERCHASE TOWN HOMES II, LTD. (Seal)
By: [Signature] (Seal)
James D. Davenport
Its: General Partner (Seal)
(Seal)

STATE OF ALABAMA

COUNTY OF

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that

, whose name signed to the foregoing conveyance, and who known to me, acknowledged before me on this day that, being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of , 19

Notary Public

STATE OF ALABAMA

COUNTY OF

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that

, whose name signed to the foregoing conveyance, and who known to me, acknowledged before me on this day that, being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of , 19

Notary Public

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James D. Davenport

, whose name as General Partner of an Alabama Limited Partnership

is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such partner with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 19 day of December, 1980

[Signature]
Notary Public My Commission Expires Feb. 9, 1982

EXHIBIT /

LOT 68, DAVENPORT'S ADDITION TO RIVERCHASE WEST - SECTOR 3

The following is a description of a tract of land situated in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW Corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 19 South, Range 3 West; thence run in a northerly direction, along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 716.81 feet; thence, turn an angle to the right of 90 $^{\circ}$, leaving said $\frac{1}{4}$ - $\frac{1}{4}$ line, and run in a easterly direction a distance of 409.31 feet; thence, turn an angle to the left of 105 $^{\circ}$ 03'07" and run in a northerly direction a distance of 223.94 feet, more or less, to the centerline of the Cahaba River and the point of beginning; thence turn an angle to the right of 180 $^{\circ}$ and run in a southerly direction a distance of 223.94 feet, more or less, to the northerly right-of-way line of a proposed road; thence, turn an angle to the left of 84 $^{\circ}$ 44'56" and run in an easterly direction, along said proposed right-of-way line a distance of 38.0 feet; thence, turn an angle to the left of 90 $^{\circ}$ leaving said proposed right-of-way line and run in a northerly direction a distance of 212.84 feet, more or less, to the centerline of the Cahaba River; thence, turn an angle to the left of 80 $^{\circ}$ 08'58" and run in a southwesterly direction along the meandering centerline of said river, a distance of 59.37 feet, more or less, to the point of beginning

LOT 69, DAVENPORT'S ADDITION TO RIVERCHASE WEST - SECTOR 3

The following is a description of a tract of land situated in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW Corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 19 South, Range 3 West; thence, run in a northerly direction, along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 723.27 feet; thence, turn an angle to the right of 90 $^{\circ}$, leaving said $\frac{1}{4}$ - $\frac{1}{4}$ line, and run in an easterly direction a distance of 446.76 feet; thence turn an angle to the left of 99 $^{\circ}$ 48'73" and run in a northerly direction a distance of 212.82 feet, more or less, to the centerline of the Cahaba River and the point of beginning; thence, turn an angle to the right of 180 $^{\circ}$ and run in a southerly direction a distance of 212.82 feet, more or less, to the northerly right-of-way line of a proposed road; thence, turn an angle to the left of 90 $^{\circ}$ and run in an easterly direction, along said proposed right-of-way line a distance of 27.67 feet; thence, turn an angle to the left of 90 $^{\circ}$, leaving said proposed right-of-way line and run in a northerly direction a distance of 208.03 feet, more or less, to the centerline of the Cahaba River; thence, turn an angle to the left of 80 $^{\circ}$ 08'58" and run in a westerly direction, along the meandering centerline of said river, a distance of 28.08 feet, more or less, to the point of beginning

EXHIBIT 3

LOT 70, DAVENPORT'S ADDITION TO RIVERCHASE WEST - SECTOR 3

The following is a description of a tract of land situated in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW Corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 19 South, Range 3 West, thence, run in a northerly direction along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 727.98 feet; thence, turn an angle to the right of 90 $^{\circ}$, leaving said $\frac{1}{4}$ - $\frac{1}{4}$ line, and run in an easterly direction a distance of 474.02 feet; thence, turn an angle to the left of 99 $^{\circ}$ 48'03" and run in a northerly direction a distance of 208.03 feet, more or less, to the centerline of the Cahaba River and the point of beginning; thence, turn an angle to the right of 180 $^{\circ}$ and run in a southerly direction a distance of 208.03 feet, more or less, to the northerly right-of-way line of a proposed road; thence turn an angle to the left of 90 $^{\circ}$ and run in an easterly direction, along said proposed right-of-way line a distance of 27.67 feet; thence, turn an angle to the left of 90 $^{\circ}$, leaving said proposed right-of-way line, and run in a northerly direction a distance of 203.23 feet; more or less, to the centerline of the Cahaba River; thence, turn an angle to the left of 80 $^{\circ}$ 08'58" and run in a westerly direction, along the meandering centerline of said river, a distance of 28.08 feet, more or less, to the point of beginning

LOT 71, DAVENPORT'S ADDITION TO RIVERCHASE WEST - SECTOR 3

The following is a description of a tract of land situated in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW Corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 19 South, Range 3 West; thence run in a northerly direction, along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 732.69 feet; thence, turn an angle to the right of 90°, leaving said $\frac{1}{4}$ - $\frac{1}{4}$ line, and run in an easterly direction a distance of 501.29 feet; thence turn an angle to the left of 99°48'03" and run in a northerly direction a distance of 203.23 feet, more or less, to the centerline of the Cahaba River and the point of beginning; thence, turn an angle to the right of 180° and run in a southerly direction a distance of 203.23 feet, more or less, to the northerly right-of-way line of a proposed road; thence turn an angle to the left of 90° and run in an easterly direction, along said proposed right-of-way line, a distance of 7.36 feet to a curve to the left, said curve having a central angle of 5°03'54" and a radius of 230.0 feet; thence, tangent to said curve, run in an easterly direction, along the arc of said curve and said proposed right-of-way line a distance of 20.33 feet; thence turn an angle to the left of 84°56'06" from tangent of said curve and leaving said right-of-way line run in a northerly direction a distance of 197.53 feet, more or less, to the centerline of the Cahaba River; thence turn an angle to the left of 80°08'58" and run in a westerly direction along the meandering centerline of said river a distance of 28.08 feet, more or less, to the point of beginning.

EXHIBIT 5

LOT 72, DAVENPORT'S ADDITION TO RIVERCHASE WEST - SECTOR 3.

The following is a description of a tract of land situated in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW Corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 19 South, Range 3 West; thence, run in a northerly direction, along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 738.29 feet; thence, turn an angle to the right of 90°, leaving said $\frac{1}{4}$ - $\frac{1}{4}$ line, and run in an easterly direction a distance of 528.40 feet; thence turn an angle to the left of 99°48'03" and run in a northerly direction a distance of 197.53 feet, more or less, to the centerline of the Cahaba River and the point of beginning; thence turn an angle to the right of 180° and run in a southerly direction a distance of 197.53 feet, more or less, to the northerly right-of-way line of a proposed road and a curve to the left, said curve having a central angle of 6°58'29" and a radius of 230.0 feet; thence turn an angle to the left of 95°03'54" to tangent of said curve and run in an easterly direction along the arc of said curve and said proposed right-of-way line a distance of 28.0 feet; thence turn an angle to the left of 77°57'37" from tangent of said curve and leaving said proposed right-of-way line, run in a northerly direction a distance of 188.56 feet, more or less, to the centerline of the Cahaba River; thence turn an angle to the left of 80°08'58" and run in a westerly direction, along the meandering centerline of said river, a distance of 28.08 feet, more or less, to the point of beginning

LOT 73, DAVENPORT'S ADDITION TO RIVERCHASE WEST - SECTOR 3

The following is a description of a tract of land situated in the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Section 24, Township 19 South, Range 3 West, Shelby County, AL, being more particularly described as follows:

Commence at the S.W. corner of the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Section 24, Township 19 South, Range 3 West; thence, run in a Northerly direction, along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 747.10 feet; thence, turn an angle to the right of 90° , leaving said $\frac{1}{4}$ - $\frac{1}{4}$ line, and run in an Easterly direction a distance of 554.96 feet; thence, turn an angle to the left of $99^{\circ}48'03''$ and run in a Northerly direction a distance of 188.56 feet, more or less, to the centerline of the Cahaba River and the point of beginning; thence, turn an angle to the right of 180° and run in a Southerly direction a distance of 188.56 feet, more or less, to the Northerly right-of-way line of a proposed road and a curve to the left, said curve having a central angle of $4^{\circ}08'41''$ and a radius of 230.0 feet; thence, turn an angle to the left of $102^{\circ}02'23''$ to tangent of said curve and run in an Easterly direction, along the arc of said curve and said proposed right-of-way line, a distance of 16.64 feet to a curve to the left, said curve having a central angle of $71^{\circ}07'14''$ and a radius of 25.0 feet; thence, tangent to said curve, run in a Northeasterly direction, along the arc of said curve and said proposed right-of-way line a distance of 31.03 feet to a curve to the right, said curve having a central angle of $53^{\circ}55'18''$ and a radius of 50.0 feet; thence, tangent to said curve, run in a Northeasterly direction, along the arc of said curve and said proposed right-of-way line, a distance of 47.06 feet; thence, turn an angle to the left of $56^{\circ}37'$ from tangent of said curve and leaving said proposed right-of-way line, run in a Northerly direction a distance of 112.45 feet, more or less, to the centerline of the Cahaba River; thence, turn an angle to the left of $80^{\circ}08'58''$ and run in a Westerly direction, along the meandering centerline of said river, a distance of 57.42 feet, more or less, to the point of beginning

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

1980 DEC 23 AM 9:24

Thomas A. Smith
JUDGE OF PROBATE

mtg. 864.00

Rec. 13.50

Ind. 1.00

878.50