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This mortgage is given as additional security for the indebtedness secured by that certain mortgage and indenture recorded in Real Volume 409, Page 392, in the Probate Office of Shelby County, Alabama.

STATE OF ALABAMA)

SHELBY COUNTY)

MORTGAGE

THIS MORTGAGE is made and entered into this 1st day of January, 1981, by and among Robert L. Thornburg, and his wife, Shirley W. Thornburg (herein called the "Mortgagors"), and First National Bank of Columbiana, a national banking association with its principal office in the City of Columbiana, Alabama, as Bondholder under that certain Mortgage and Indenture with The Medical Clinic Board of the City of Columbiana, Alabama dated as of January 1, 1981 (said Bondholders and its successors and assigns are herein called the "Mortgagee").

W I T N E S S E T H:

WHEREAS, The Medical Clinic Board of the City of Columbiana, Alabama, a municipal corporation under the laws of the State of Alabama (herein called the "Board"), intends to issue its Revenue Bond (Thornburg Project) to be dated as of the date of issuance in the aggregate principal amount of \$175,000 (herein called the "Bond") under and pursuant to a Mortgage and Indenture dated as of January 1, 1981, by and between the Board and the Mortgagee (herein called the "Indenture");

WHEREAS, the proceeds derived from the issuance of the Bond are to be applied to the acquisition and construction of a dentist's office constituting a medical clinic and clinical facilities more particularly described in the Indenture (herein called the "Project") which will be leased to Robert L. Thornburg (herein sometimes called the "Lessee") by the Board pursuant to the terms of a Lease Agreement dated as of January 1, 1981 (herein called the "Lease");

WHEREAS, contemporaneously with the execution and delivery of this Mortgage and the execution and delivery of said Lease and Indenture by the parties thereto, the Mortgagors and the Mortgagee will execute that certain Bond Guaranty Agreement dated as of January 1, 1981 (herein called the "Guaranty Agreement"), whereby the

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Mortgagors will, among other things, unconditionally guarantee the full and prompt payment of the principal of, premium (if any) and interest on the Bond while said Bond is held by the Mortgagee;

WHEREAS, the Mortgagee, as the proposed purchaser of the Bond has informed the Board and the Mortgagors that it is not willing to purchase the Bond unless the Mortgagors enter into this Mortgage;

WHEREAS, the Mortgagors are desirous that the Board issue the Bond and apply the proceeds as aforesaid and are willing to enter into this Mortgage as an inducement to the purchase of the Bond by the Mortgagee and to secure the true and faithful performance of all covenants and agreements by the Mortgagors under the Guaranty Agreement;

NOW, THEREFORE, in consideration of the premises, and the purchase of the Bond and in order to secure the true and faithful performance of all covenants, agreements, liabilities and obligations of the Mortgagors under the Guaranty Agreement, including without limitation, the prompt payment of the principal of, premium (if any) and interest on the Bond while it shall remain outstanding (hereinafter all of the covenants, agreements, liabilities and obligations under the Guaranty Agreement are collectively called the "Obligations") and the compliance with all the stipulations herein contained, the Mortgagors do hereby grant, bargain, sell, and convey unto the Mortgagee, its successors and assigns, the following described real estate, lying and being situated in Shelby County, State of Alabama (said real estate being herein called the "Real Estate"):

PARCEL I

Commence the northwest corner of the SW1/4 of the NE1/4, Section 24, T 21 S, R 1 W, Huntsville Meridian; thence run south along the west line of said 1/4 1/4 section a distance of 878.41 feet; thence turn an angle of 120° 40' to the left and run a distance of 464.30 feet; thence turn an angle of 76° 49' to the right and run a distance of 138.51 feet to a point on the north right of way line of the Columbiana By-Pass, State Highway No. 25; thence turn an angle of 72° 47' to the left and run along said highway right of way a distance of 274.77 feet to the point of beginning; thence turn an angle of 130° 29' 53" to the

left and run a distance of 549.18 feet;
 thence turn an angle of $127^{\circ} 53' 16''$ to the
 right and run a distance of 400.00 feet;
 thence turn an angle of $52^{\circ} 06' 44''$ to the
 right and run a distance of 141.44 feet;
 thence turn an angle of $126^{\circ} 41' 34''$ to the
 right and run a distance of 200.00 feet;
 thence turn an angle of $126^{\circ} 41' 34''$ to the
 left and run a distance of 407.43 feet to a
 point; thence turn an angle of $126^{\circ} 41' 34''$
 to the right and run a distance of 77.86
 feet to the P.T. of a curve; thence turn an
 angle of $3^{\circ} 48' 19''$ to the right and run
 along the said highway right of way a
 distance of 122.14 feet to the point of
 beginning.

Situated in the SW1/4 of NE1/4, Section 24,
 T 21 S, R 1 W, Huntsville Meridian, Shelby
 County, Alabama and contains 2.5 acres.

PARCEL II

Commence at the N.E. corner of the NE 1/4 of
 the SE 1/4, Section 26, Township 21 South,
 Range 1 West; thence run South along the
 East line of said 1/4-1/4 Section a distance
 of 45.53 feet to the back of a sidewalk;
 thence run West along the South boundary of
 said sidewalk a distance of 150 feet to the
 N.W. corner of the Lanice Brasher property
 as described in that deed recorded in Deed
 Book 298, Page 92, in the Probate Office of
 Shelby County, Alabama, and which is the
 point of beginning of the property herein
 described; thence run Southerly along the
 West boundary of said Brasher property as
 described in said deed a distance of 170
 feet, more or less, to the Northerly
 boundary of the Horace Vansant property;
 thence run Westerly along the Northerly
 boundary of said Vansant property a distance
 of 125 feet to a point; thence run Northerly
 parallel with the West boundary of said
 Brasher property as described in the
 above-mentioned deed a distance of 180 feet,
 more or less, to the South boundary of said
 sidewalk; thence run East along the South
 boundary of said sidewalk a distance of 125
 feet to the point of beginning. Situated in
 Shelby County, Alabama.

This conveyance is subject to those items which appear as exceptions in that certain title insurance policy issued by Lawyers Title Insurance Corporation dated as of January 19, 1981 and attached hereto as Exhibit A.:

Together with all tenements, hereditaments, appurtenances, easements, rights, privileges and fixtures thereunto belonging or appertaining to the Real Estate, all of which shall be deemed Real Estate and conveyed by this Mortgage.

TO HAVE AND TO HOLD, the Real Estate, unto the Mortgagee, its successors and assigns forever. The Mortgagors covenant with the Mortgagee that the Mortgagors are lawfully seized in fee simple of said Real Estate and have a good right to sell and convey the same as aforesaid; that the Real Estate is, free of all encumbrances, except as otherwise set forth herein, and the Mortgagors will warrant and forever defend the title to the Real Estate unto the Mortgagee, its successors and assigns, against the lawful claims of all persons.

For the purpose of further securing the Obligations, the Mortgagors hereby agree to: (1) pay all taxes, assessments, or other liens taking priority over this Mortgage, when imposed legally upon said Real Estate, and should default be made in the payment of same, or any part thereof, said Mortgagee, at its option, may pay the same; and (2) keep the Real Estate continuously insured, in such manner and in such companies as may be satisfactory to the Mortgagee, for at least the insurable value of the improvements located upon the Real Estate, or in an amount equal to the unpaid principal amount of the Bond then outstanding, whichever is less, against loss by fire and against all losses now or hereafter covered by standard extended coverage insurance or any policy of similar type, and against such other hazards as the Mortgagee may reasonably require, with loss, if any, payable to said Mortgagee, as its interest may appear. The insurance policy or policies must provide that it may not be canceled or the amount of such insurance reduced without the insurer giving at least 10 days prior written notice of such cancellation or reduction to the Mortgagee. If the Mortgagors fail to keep said property insured as above specified, then the Mortgagee may, at its option, insure the Real Estate for its insurable value against such losses, for its own benefit. The proceeds from such insurance (less cost of collecting same) are to be credited against the indebtedness secured by this Mortgage or at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements

located on the Real Estate. All amounts so expended by said Mortgagee for insurance, or for the payment of taxes, assessments, or any other prior liens, shall become a debt due and at once payable, without demand upon or notice to any person, to said Mortgagee, additional to the indebtedness hereby specially secured, and shall be secured by the lien of this Mortgage, and shall bear interest from date of payment by said Mortgagee at the rate of 16% per annum or the maximum rate permitted by law, whichever is less. At the election of the Mortgagee, and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this Mortgage due and payable, and this Mortgage subject to foreclosure, and same may be foreclosed, as hereinafter provided.

As further security for the payment and performance of the Obligations by the Mortgagors, the Mortgagors hereby assign and pledge to the Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagors, so long as the Mortgagors are not in default hereunder and so long as the Guarantors are not in default under the Guaranty Agreement, the right to receive and retain such rents, profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagors to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses, including court costs and attorneys' fees, on the indebtedness secured by the lien of this Mortgage in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore

any or all of the improvements located on the Real Estate.

The Mortgagors agree to take good care of the Real Estate and all improvements located thereon, and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear alone excepted.

In addition to the Real Estate hereinabove mortgaged and conveyed to secure the Obligations, the Mortgagors do hereby sell, transfer, assign, set over and pledge unto the Mortgagee as further security, each and every policy of hazard insurance now and hereafter delivered to the Mortgagee in accordance with the provisions of this Mortgage, together with all of the right, title and interest of the Mortgagors in and to each and every such policy, and without limitation, all of the Mortgagors' right, title and interest in and to any premiums paid on such hazard insurance including all rights to return premiums.

The Mortgagors and Mortgagee agree that (a) any portion of the real property described under Parcel I hereof may be released from the lien of this Mortgage upon the payment to said Mortgagee of a purchase price equal to \$10,000 per acre and (b) any portion of the real property described under Parcel II hereof may be released from the lien of the Mortgage upon the payment of a purchase price equal to \$4,000 per acre; provided, no release of such real property shall be permitted unless the Mortgagors shall provide the Mortgagee an adequate description of the property to be released.

The Mortgagors agree that no delay or failure of the Mortgagee to exercise any option, or right granted hereunder, shall be taken or deemed as a waiver of its right to exercise such option or right either as to any past or present default, and it is further agreed that no terms or conditions contained in this Mortgage can be waived, altered or changed except as evidenced in writing, signed by the Mortgagors, and by the Mortgagee, by a duly authorized officer thereof.

After any default on the part of the Mortgagors the Mortgagee, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, shall 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 the Real Estate with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

Upon condition, however, that if the Mortgagors truly and faithfully comply with all the terms and provisions of the Guaranty Agreement, including, without limitation, the prompt payment and true and faithful performance of the Obligations, and if the Mortgagors pay and reimburse the Mortgagee for any amounts the Mortgagee has paid in payment of taxes, assessments, other liens, or insurance premiums, and interest thereon, and fulfills all obligations under this Mortgage, this conveyance shall be null and void. But if any warranty or representation made in this Mortgage is breached or proves false in any material respect, or if default is made in the due performance of any covenant or agreement of the Mortgagors under this Mortgage, or if default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this Mortgage, or if the Mortgagors shall fail to comply with the terms and provisions of the Guaranty Agreement, including, without limitation, the prompt payment and true and faithful performance of the Obligations, or if the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon, or if any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen or if any law is passed imposing or authorizing the imposition of any specific tax upon this Mortgage or the indebtedness secured by the lien of this Mortgage or permitting or authorizing the deduction of any such tax from the principal or interest of such indebtedness, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this Mortgage, or if any of the stipulations contained in this Mortgage is declared invalid or inoperative by any court of competent jurisdiction, or if the Guarantors, or either of them, shall apply for or consent to the appointment of a receiver or trustee thereof or of all or a substantial part of his (her) assets; be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, fail, or admit in writing the inability to pay, his (her) debts generally as they become due; make a general assignment for the benefit of creditors; file a petition or an answer seeking an arrangement with creditors or taking advantage of any insolvency law; file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against him (her) in any bankruptcy or insolvency proceeding; or an order, judgment or decree shall be entered by any court of competent jurisdiction, appointing a receiver or trustee of the Guarantors, or either of them, or of all or a substantial part of the assets of the such Guarantors, and such order,

judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days, and any such default shall not be cured or remedied within seven days following the date on which the Mortgagors shall receive notice thereof from Mortgagee; then upon the happening of any one or more of said events, at the option of the Mortgagee, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: First, to the expense of advertising, selling and conveying the Real Estate and foreclosing this Mortgage, including a reasonable attorney's fee; second, to the payment of any amounts that may have been spent, or that it may then be necessary to spend, in paying insurance premiums, taxes and other encumbrances, with interest thereon; third, to the payment in full of the balance of the Obligations, whether the same shall or shall not have fully matured at the date of said sale; and, fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owners of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner.

The Mortgagors agree that the Mortgagee, its successors, or assigns, may bid at any sale had under the terms of this Mortgage, and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale, the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect. The Mortgagors agree to pay all costs, including a reasonable attorney's fee, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Obligations, or any part thereof, or in defending or attempting to defend the priority of this Mortgage against any lien or encumbrance on the Real Estate, unless this Mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this Mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction, said fee to be a part of the indebtedness hereby secured. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money.

The Mortgagors hereby appoint, empower and direct the Mortgagee, as its irrevocable attorney, to convey, assign, transfer and deliver to the purchaser any property sold hereunder and make all necessary conveyances and transfers thereof, all of which the Mortgagors hereby ratify.

All covenants and agreements herein made by the Mortgagors shall bind the heirs, executors, personal representatives, and assigns of the Mortgagors, 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, the undersigned Mortgagors have hereunto set their respective hands and seals and to evidence its acceptance of the terms hereby created, the Mortgagee has caused this Mortgage to be signed in its corporate name, has caused its corporate seal to be hereunto affixed, and has caused this Mortgage to be attested, all by its duly authorized officers on the date first written above.

Robert L. Thornburg (L.S.)
Robert L. Thornburg

Shirley W. Thornburg (L.S.)
Shirley W. Thornburg

FIRST NATIONAL BANK OF COLUMBIANA

By *J. D. Watt*
Its Senior Vice-President

SEAL

Attest: *Blenda J. Idall*

Its Cashier

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STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned Notary Public in and for said County in said State, hereby certify that Robert L. Thornburg and his wife, Shirley W. Thornburg, whose names are signed to the foregoing Mortgage and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Mortgage, they each respectively executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 22nd day of January, 1981.

Mark D. Larsen
Notary Public

NOTARIAL SEAL

My commission expires: My Commission Expires September 19, 1984

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned Notary Public in and for said County in said State, hereby certify that William H. White, whose name as President of First National Bank of Columbiana, a national banking association is signed to the foregoing Mortgage and who is known to me and known to be such officer, acknowledged before me on this day that, being informed of the contents of said Mortgage, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and seal of office this 22nd day of January, 1981.

David B. Boy
Notary Public

NOTARIAL SEAL

My commission expires: _____

This instrument prepared by:
James L. Birchall
Cabaniss, Johnston, Gardner, Dumas & O'Neal
2900 First National-Southern Natural Building
Birmingham, Alabama 35203
(205) 252-8800

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11.

This instrument prepared by:

James L. Birchall
Cabaniss, Johnston, Gardner, Dumas & O'Neal
1900 First National-Southern Natural Building
Birmingham, Alabama 35203
(205)252-8800

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

1981 JAN 22 PM 1:06

Thomas G. Sharning
CLERK OF PROBATE

mtg. 43.50

Rec. 16.50

Ind. 1.00
61.00

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