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MORTGAGE DEED AND ASSIGNMENT O. MORTGAGE

THE STATE OF ALABAMA

REAL 2099 PAGE 196

This instrument was prepared by:
Eric L. Carlton, Attorney for
BIRMINGHAM TRUST NATIONAL BANK

JEFFERSON

County

P. O. Box 2534

Birmingham, Alabama 35290



19810831000093660 Pg 1/4 .00
Shelby Cnty Judge of Probate, AL
08/31/1981 00:00:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS: That whereas

CROSS CREEK, LTD., an Alabama limited partnership

association

has become justly indebted to BIRMINGHAM TRUST NATIONAL BANK, a national banking/association, with offices in Jefferson County, Alabama, (hereinafter called the Mortgagee), in the principal sum of

Nine Hundred Fifty-Seven Thousand and no/100 Dollars (\$957,000.00) promissory

together with interest thereon, as evidenced by negotiable note of even date herewith, (the "New Note"), and WHEREAS, Cross Creek, Ltd. is also indebted to Mortgagee in the principal sum of \$190,362.41 pursuant to promissory note dated August 8, 1978, as amended (the "Chestnut Ridge Note"), and in the principal sum of \$802,726.73 pursuant to promissory note dated March 31, 1980, amended (the "Willow Creek Note"), both of which notes are secured by Mortgages on real estate, and

WHEREAS, Cross Creek, Ltd. agreed, in incurring the indebtedness evidenced by the New Note, to execute and deliver this Mortgage to secure the same, and also to provide additional security for the Chestnut Ridge Note and the Willow Creek Note,

Now, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions of same and any other indebtedness (including future advances) now or hereafter owed by the above-named to Mortgagee and compliance with all the stipulations hereinafter contained, the undersigned

CROSS CREEK, LTD.

(whether one or more, hereinafter called Mortgagors)

do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in ~~County, State of Alabama~~

(1) The real estate situated in Jefferson County, Alabama, described on Exhibit A attached hereto and made a part hereof.

(2) All that part of the SW 1/4 of the SE 1/4 of Section 26, Township 20 South, Range 3 West lying South of County Road No. 64, situated in Shelby County, Alabama. The above description includes Map of Willowbrook, Phase I, as recorded in Map Book 7, page 132, in the Probate Office of Shelby County, Alabama.

(3) Lots 1 through 14 and Lot 17, according to the Survey of Chestnut Ridge, North Sector, as recorded in Map Book 116, page 24, in the Probate Office of Jefferson County, Alabama, except Lots 10, 11 and 17.

This Mortgage is given to secure the New Note, which has an outstanding balance of \$957,000.00 and as additional security for the Chestnut Ridge Note, which is itself secured by Mortgage recorded in Real Volume 1643, page 563, in the Probate Office of Jefferson County, Alabama, and the Willow Creek Note, which is itself secured by Mortgage recorded in Book 401, page 949, in the Probate Office of Shelby County, Alabama. Inasmuch as mortgage tax has already been paid on the indebtedness evidenced by the Chestnut Ridge Note and the Willow Creek note, mortgage tax is paid herewith only for the indebtedness evidenced by the New Note.

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together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

Mortgagors also hereby assign, set over and deliver to Mortgagee that certain Wraparound Mortgage from First Equities Corporation to Mortgagors, recorded at Real Volume 446, page 59, in the Probate Office of Jefferson County, Alabama, together with the promissory note described in said mortgage and the moneys due and to become due thereon.

To HAVE AND To HOLD the same and every part thereof unto the Mortgagee, its successors and assigns forever.

And for the purpose of further securing the payment of said indebtednesses the Mortgagors covenant and agree as follows:

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property, and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same.
3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and with such companies as may be satisfactory to the Mortgagee against loss by fire, wind, and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for such insurance or, at Mortgagee's election, certificates thereof, and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by fire, wind, and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises, as the Mortgagee may elect.
4. 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 said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee; and upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, 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.
5. To take good care of the mortgaged property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.
6. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, liens, or assessments, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.
7. That they will well and truly pay and discharge every indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now or hereafter incurred.
8. That after any default on the part of the Mortgagors, the Mortgagee shall, upon complaint filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.
9. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the successors and assigns of the Mortgagee.
10. That the debt or debts hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt, or any part thereof, or of the lien on which such statement is based.
11. Any sale or other transfer by Mortgagors of any of the property described herein without the prior written consent of Mortgagee shall, at Mortgagee's option, constitute a default hereunder.

IN WITNESS WHEREOF the undersigned CROSS CREEK, LTD. has executed this Mortgage, through its sole general partner,

CROSS CREEK, LTD.

STATE OF ALABAMA)
 11/12/2000 COUNTY)

Given under my hand and official seal, this 31 day of July, 1981.

Notary Public

EXHIBIT A

Commence at the Southeast corner of the Northwest One-Quarter of the Northwest One-Quarter of Section 14, Township 19 South, Range 3 West, run thence in a Westerly direction along the South line of said Quarter-Quarter Section for a distance of 543 feet to the point of beginning. From the point of beginning thus obtained, thence continue along last described course for a distance of 320.14 feet to its intersection with the Northeasterly right-of-way line of Chapel Lane, thence turn an angle to the right of 12 degrees, 46 minutes, 45 seconds and run in a Northwesterly direction along the Northeasterly right-of-way line of Chapel Lane for a distance of 214.11 feet to the point of beginning of a curve to the right, said curve having a central angle of 36 degrees, 37 minutes, 45 seconds and a radius of 272.90 feet, thence run along the arc of said curve to the right continuing in a Northwesterly direction along the Northeasterly right-of-way line of Chapel Lane for a distance of 174.39 feet, thence turn an angle to the right from the tangent of last described course of 65 degrees, 13 minutes, 10 seconds and run in a Northeasterly direction along the Southeasterly right-of-way line of Chapel Lane for a distance of 87.18 feet, to its intersection with the Southeasterly right-of-way line of Patton Chapel Road, thence turn an angle to the right of 31 degrees, 18 minutes, 20 seconds to the tangent of the following described course, said course being situated on a curve to the left having a central angle of 27 degrees, 48 minutes, 34 seconds and a radius of 518.34 feet, thence run along the arc of said curve to the left in a northeasterly direction along the Southeasterly right-of-way line of Patton Chapel Road for a distance of 251.58 feet, to the end of said curve, thence run along the tangent if extended to said curve in a Northeasterly direction continuing along the Southeasterly right-of-way line of Patton Chapel Road for a distance of 249.93 feet, to the point of beginning of a curve to the right, said curve having a central angle of 11 degrees, 45 minutes, 08 seconds and a radius of 676.80 feet, thence run along the arc of said curve to the right in a Northeasterly direction continuing along the Southeasterly right-of-way line of Patton Chapel Road for a distance of 138.82 feet, thence turn an angle to the right from the tangent of last described course of 91 degrees, 11 minutes, 49 seconds and run in a Southeasterly direction for a distance of 98.89 feet, thence turn an angle to the right of 20 degrees, 40 minutes, 18 seconds and run in a Southeasterly direction for a distance of 84 feet, thence turn an angle to the right of 77 degrees, 30 minutes, and run in a Southwesterly direction for a distance of 23 feet, thence turn an angle to the left of 90 degrees, 00 minutes, and run in a Southeasterly direction for a distance of 147 feet, thence turn an angle to the right of 27 degrees, 58 minutes, 09 seconds and run in a Southeasterly direction for a distance of 87 feet, thence turn an angle to the left of 17 degrees 00 minutes, and run in a Southeasterly direction for a distance of 138.0 feet, thence turn an angle to the right of 29 degrees, 30 minutes, and run in a Southwesterly direction for a distance of 102 feet, thence turn an angle to the right of 76 degrees, 28 minutes, 29 seconds, and run in a Southwesterly direction for a distance of 43.99 feet, thence turn an angle to the left of 90 degrees, 26 minutes, 15 seconds, and run in a Southeasterly direction for a distance of 158 feet to the point of beginning.

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1981 AUG 31 AM 8:31

JUDGE OF PROBATE

"NO TAX COLLECTED"

Judge of Probate

STATE OF ALABAMA, JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed tax has been collected on this instrument.

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
REAL 446 PAGE 87
'81 JUL 31 PM 4 11
RECEIVED 1435 MTD. TAX
& 1.1% TAX HAS BEEN
PAID ON THIS INSTRUMENT.
O. H. Thomas
JUDGE OF PROBATE

19810831000093660 Pg 4/4 .00
Shelby Cnty Judge of Probate, AL
08/31/1981 00:00:00 FILED/CERTIFIED

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
REAL 2099 PAGE 196
AUG 26 10 56 AM '81
RECORDED TO TAX
PAID ON THIS INSTRUMENT.

PROBATE 7-00