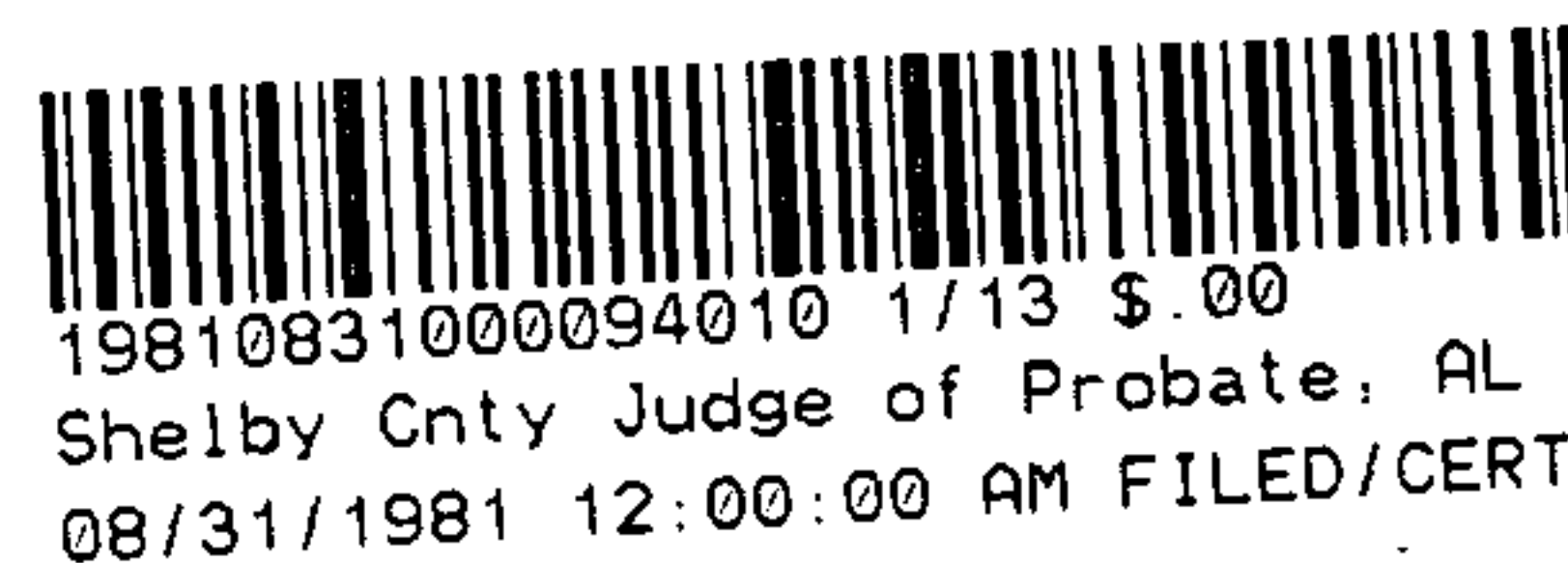


COLLATERAL ASSIGNMENT OF MORTGAGE

STATE OF ALABAMA)

SHELBY COUNTY )



THIS ASSIGNMENT is made and entered into this 28<sup>th</sup> day of APRIL, 1981, by and between SHELBY MART, LTD., an Alabama limited partnership ("Assignor"), and BIRMINGHAM TRUST NATIONAL BANK, a national banking association with principal offices in the City of Birmingham, State of Alabama ("Assignee").

R E C I T A L S :

WHEREAS, Assignor is justly indebted to Assignee in accordance with the terms of a promissory note dated March 28<sup>th</sup>, 1979, and amended by agreement entered into as of April 28, 1981, reference to which note and agreement is hereby made for further particulars (said note, as amended by said agreement, is herein referred to as the "Shelby Mart Note"); and

WHEREAS, Assignor is the holder of that certain promissory note of FDI Investment Corporation, a Delaware corporation, dated July 14, 1980, payable to the order of Assignor in the original principal amount of Three Hundred Twenty-five Thousand and no/100 (\$325,000) Dollars, a copy of which is attached hereto as Exhibit A (the "FDI Note"), and a Mortgage of even date securing payment of the FDI Note on certain real property situated in the City of Pelham, Shelby County, Alabama and recorded at Real Book 404, Page 717 in the Probate Office of Shelby County, Alabama (the "FDI Mortgage"); and

WHEREAS, to induce Assignee to extend and renew the term of the Shelby Mart Note pursuant to the terms of the agreement dated as of April 28, 1981, and as additional security for the repayment thereof and the mortgage securing same, the parties hereto agree to make and enter into this Assignment.

NOW, THEREFORE, for and in consideration of the premises, and the sum of One Dollar (\$1.00) in hand paid by Assignee to Assignor, the receipt and sufficiency whereof are hereby acknowledged

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B. J. N. B.  
Att. [Signature]

by Assignor, the said Assignor does hereby grant, assign, transfer, set over and convey unto Assignee the FDI Note and FDI Mortgage, and all extensions and renewals thereof, as additional security for the repayment of the indebtedness evidenced by the Shelby Mart Note, and for the performance by Assignor of the terms and conditions of the mortgage securing the same, and any other document evidencing or collateralizing said loan.

TO HAVE AND TO HOLD unto the said Birmingham Trust National Bank, its successors and assigns, forever, subject to the following terms and conditions:

1. Assignor covenants and warrants to Assignee that it has full and unencumbered title to the FDI Note and FDI Mortgage, and that it has not executed or granted any modification of the terms and conditions thereof, either orally or in writing, and that the same are in full force and effect according to their original terms, and there are no defaults now existing thereunder.

2. Assignee shall be entitled to collect all installments of principal and interest due under the terms of the FDI Note until payment in full of the indebtedness evidenced by the Shelby Mart Note. All amounts received or collected by Assignee, its successors or assigns, by virtue of this Assignment, shall be applied to the payment of installments of principal and interest on the Shelby Mart Note as and when the same become due and payable.

3. Upon payment in full of the indebtedness evidenced by the Shelby Mart Note, this Assignment shall automatically terminate, and Assignee shall execute and deliver to Assignor in recordable form an instrument evidencing the satisfaction and release of this Assignment.

4. Simultaneously with the execution and delivery of this Assignment, Assignor has delivered to Assignee the original executed FDI Note, the same to be held by Assignee during the term of this Assignment, and to be delivered by Assignee to Assignor



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immediately upon the termination of this Assignment.

5. This Assignment shall be construed in accordance with the laws of the State of Alabama.

6. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

SHELBY MART, LTD., an Alabama limited partnership

By:

James H. White, III

James H. White, III  
General Partner

BIRMINGHAM TRUST NATIONAL BANK, a national banking association

By:

Andy Morris

Its:

Mortgage Loan Officer

STATE OF ALABAMA)

JEFFERSON COUNTY)



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I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that James H. White, III, whose name as General Partner of SHELBY MART, LTD., an Alabama limited partnership, is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Assignment, he, as such General Partner, and with full authority, executed the same voluntarily for and as the act of said general partnership.

GIVEN under my hand and official seal this 14th day of August, 1981.

Joan L. Lilly  
NOTARY PUBLIC  
Commission Expires November 14, 1981

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Andy Morris, whose name as Mortgage Loan Officer of BIRMINGHAM TRUST NATIONAL BANK, a national banking association,

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

GIVEN under my hand and official seal this 28 day of August, 1981.

*Sandra M. Sharp*  
NOTARY PUBLIC

My Commission Expires Feb. 9, 1982



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PURCHASE MONEY PROMISSORY NOTE

\$525,000

Shelby, Alabama

FOR VALUE RECEIVED, the undersigned promises to pay to the order of SHELBY MART, LTD., an Alabama Limited Partnership, the principal sum of THREE HUNDRED AND TWENTY FIVE THOUSAND AND NO/100 (\$525,000.00) DOLLARS in legal tender of the United States, with interest thereon from the date of this Note at the rate of 10% per annum on the unpaid balance until paid. Principal and interest shall be payable to the holder, or as the holder may otherwise designate in writing, as follows:

In one hundred and twenty (120) equal monthly installments, commencing August 31, 1980, and on the last day of each month during the term of this note, in the monthly amount of Four Thousand Two Hundred and Ninety-Four and 90/100 (\$4,294.90) Dollars, consisting of both principal and interest so as to fully amortize the indebtedness evidenced hereby over the term of this Note.

This Note is a Purchase Money Note and is secured by a Purchase Money Mortgage (the "Mortgage") of even date herewith and is given as partial consideration for the purchase of real property more particularly described in Exhibit "A" ("Property"), which is attached to the Mortgage, and made a part hereof by reference thereto. All the covenants, conditions and agreements contained in the Mortgage are expressly incorporated by reference herein and hereby made a part hereof and, in the event of any conflict between the terms of this Note and the terms of the Mortgage, the terms of the Mortgage shall be paramount and prevail.

Should any installment not be paid when due, or should the maker, or makers, hereof fail to comply with any of the terms or requirements of the Mortgage of even date herewith, encumbering the Property, the entire unpaid principal sum evidenced by this note, with all accrued interest, shall, at the option of the holder, and without notice to the undersigned, become due and may be collected forthwith, time being of the essence of this contract. It is further agreed that failure of the holder to exercise this right of accelerating the maturity of the debt, or indulgence granted from time to time, shall in no event be considered as a waiver of such right of acceleration or stop the holder from exercising such right.

Installments not paid when due including any applicable grace period provided herein shall bear interest at the rate of ten (10%) percent per annum from maturity. Should this note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney at law, the holder shall be entitled to collect reasonable attorney's fees, and all costs of collection, provided,



however, that this paragraph shall not be deemed to extend or otherwise modify or amend the date when such payments are due hereunder.

In the event that the payments to be made as hereinabove set forth exceed the maximum legal rate of interest permitted by law, then and in that event, the sum to be paid herein in excess of such maximum rate shall be applied towards payment in reduction of principal of the indebtedness evidenced by this Note, it being the intention of the parties hereto that such payment shall not be in excess of the legal rate of interest.

The maker hereby waives presentment of payment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this Note, and consent that the holder hereof may extend the time of payment or otherwise modify the terms of payment or any part or whole of the debt evidenced by this Note, at the request of any other person liable hereon or holding title to the Property described in said Mortgage, and such consent shall not alter nor diminish the liability of any person hereunder.

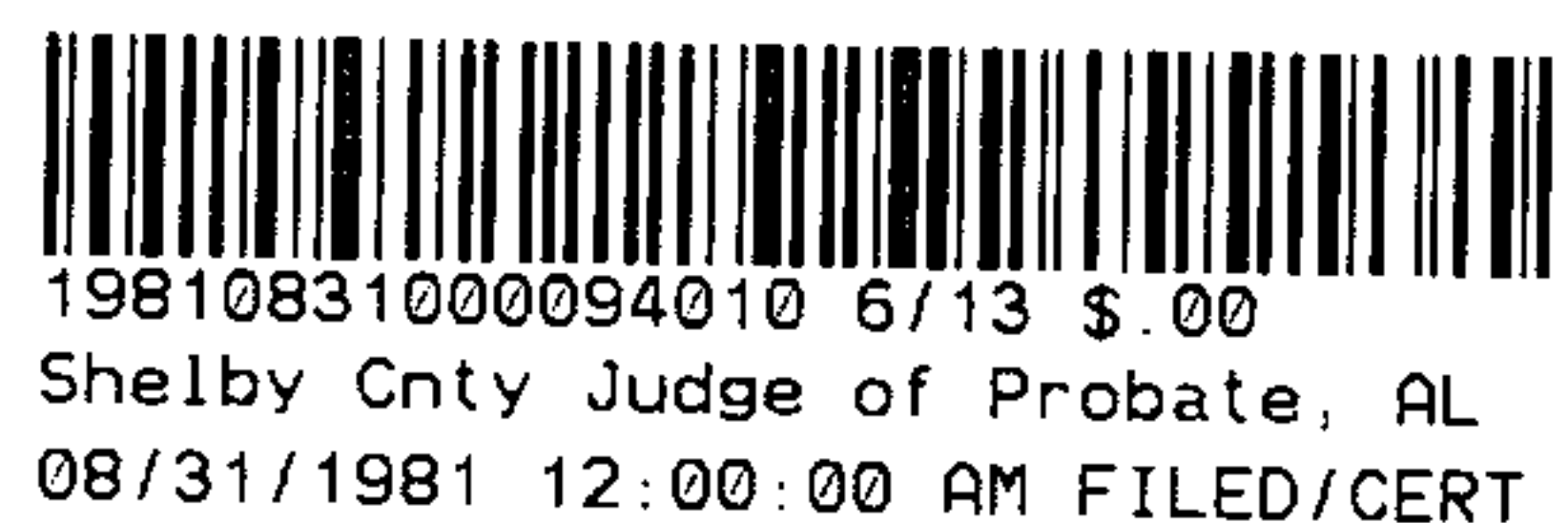
The maker may prepay the indebtedness evidenced hereby in whole or in part from time to time without premium or penalty and with interest accrued only to the date of such payment.

Notwithstanding any provision herein to the contrary, there shall be no personal liability enforced against the maker hereof, either jointly or severally, for indebtedness evidenced hereby, and in the event of default as described in the Mortgage securing such indebtedness, pursuant to any powers or rights granted under such Mortgage or any deficiency existing thereafter, and no holder shall have the right to pursue any remedy, legal or otherwise, seeking such deficiency.

Holder shall include any subsequent holder to this Note and the Mortgage securing this Note. Maker shall include maker's successors and assigns.

Notwithstanding anything to the contrary contained herein, the maker shall have the right to offset against any amounts due hereunder and secured by the Mortgage any and all such "off-set amounts", as such term is defined therein, pursuant to that certain Management Agreement of even date herewith by and between the Maker and Holder. Any and all such off-set amounts shall be offset against the principal due hereunder in the inverse order of maturity.

This Note has been negotiated, executed and delivered in the State of Alabama and shall be governed by and construed in accordance with the laws of the State of Alabama.



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Witness its hand and seal this 14th day of July, 1980.

Attest:

William H. Walters

William H. Walters, Vice President  
and Secretary

FDI Investment Corporation, a Delaware  
Corporation

By:

Lester C. Boeckel  
Lester C. Boeckel, Senior Vice President



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Shelby Cnty Judge of Probate, AL  
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BOOK 41 PAGE 963



PARCEL I:

Part of the SW 1/4 of NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows:

From the Northwest corner of said SW 1/4 of NE 1/4, run East along the North line thereof for 881.83 feet, more or less, to a point on the West right of way of U. S. Highway 31; thence turn an angle to the right of 115 degrees 53' and run Southwesterly along said West right of way line for a distance of 392.81 feet to the point of beginning; thence continue Southwesterly along said right of way for a distance of 460.36 feet; thence turn at an angle to the right of 90 degrees and run Northwesterly for a distance of 125 feet; thence turn an angle to the left of 90 degrees 00' and run Southwesterly for a distance of 18 feet; thence turn an angle to the right of 90 degrees 00' and run Northwesterly for a distance of 333.22 feet to the center line of the Old Montgomery Highway; thence turn an angle to the right of 86 degrees 07' and run Northerly along the center line of the Old Montgomery Highway for a distance of 124.34 feet; thence turn an angle to the right of 12 degrees 09' and run Northerly along the centerline of Old Highway, 251.86 feet; thence turn at an angle to the right of 55 degrees 51' and run Easterly for a distance of 389.50 feet; thence turn at an angle to the right of 115 degrees 53' and run Southerly for a distance of 65 feet; thence turn at an angle to the left of 90 degrees 00' and run Easterly for a distance of 80 feet to the point of beginning, said land containing 205,114 square feet, more or less.



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Shelby Cnty Judge of Probate, AL  
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EXHIBIT "A"



✓ This Instrument prepared by  
 JEROME K. LANNING  
 1212 BANK FOR SAVINGS BLDG.  
 BIRMINGHAM, ALABAMA 35203

# ALABAMA MORTGAGE

STATE OF ALABAMA

SHELBY

COUNTY

397  
 KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, FDI Investment Corporation, a corporation

(hereinafter called "Mortgagors," whether one or more) have this day become justly indebted to Shelby Mart, Ltd., an Alabama limited partnership (hereinafter called "Mortgagee," whether one or more) in the principal sum of Three Hundred Twenty-Five Thousand and No/100 DOLLARS (\$ 325,000.00 ), as evidenced by promissory note(s) of even date herewith, bearing interest at the rate of

ten per cent ( 10 %) per annum, and payable as follows:

One Hundred and twenty (120) equal consecutive monthly installments in the amount of principal and interest in the amount of Four Thousand Two Hundred Ninety-Four Dollars and Ninety Cents (\$4,294.90) each commencing August 31, 1980, and payable on the last day of each successive month thereafter in said principal sum, together with all accrued interest, shall have been paid in full.

AND WHEREAS, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof according to the tenor and effect of said note(s), and compliance by Mortgagors with the requirements of this mortgage;

NOW, THEREFORE, in consideration of the premises and for the purpose of securing the payment of said indebtedness and any other indebtedness which Mortgagors may owe to Mortgagee before the payment in full of the amount now due hereunder, said Mortgagors, FDI Investment Corporation

do hereby grant, bargain, sell, and convey unto the Mortgagee the following described real estate, situated in the city of Pelham, Shelby County, Alabama, to-wit:

The real property set forth and described in Exhibit A hereto, which said Exhibit is hereby made a part hereof

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 Shelby Cnty Judge of Probate, AL  
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The proceeds of this loan have been applied on the purchase price of the property described herein conveyed to the Mortgagors simultaneously herewith

TOGETHER with all and singular the fixtures appurtenant thereto, which shall include, insofar as they now are or may hereafter belong to or be used with the premises or any buildings or improvements thereon and whether attached or detached, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, sprinkling, and plumbing fixtures; irrigating, water, and power systems; engines and machinery; boilers, ranges, furnaces, oil burners, or units thereof; elevators and motors; refrigeration plants or units; cabinets; appliances; wall beds; storm windows and doors;



to or reason- window and door screens; awnings; window shades, s, and all property now or hereafter a ably necessary to the use of the premises, all of which shall be deemed to be fixtures and shall be part of the se- curity for the indebtedness herein mentioned and shall be covered by this mortgage; and together with all and singular the buildings, improvements, ways, streets, alleys, passages, waters, water courses, rights, liberties, privileges, easements, tenements, hereditaments, and appurtenances thereunto appertaining, and the reversions and remainders, rents, issues, and profits thereof. Said real estate and all other property hereinabove described, whether real or personal, is herein referred to as "the premises."

TO HAVE AND TO HOLD the premises unto Mortgagee, Mortgagee's heirs, personal representatives, successors and assigns forever, AND, Mortgagees do covenant with Mortgagee that they are lawfully seized in fee simple and possessed of the premises, and have good right to convey the same; that the premises are free from all liens, charges, encumbrances, easements, and restrictions whatsoever not herein specifically mentioned; and that, subject only to exceptions herein specifically mentioned, Mortgagees do warrant and will defend the title to the same unto Mortgagee against the lawful claims of all persons whomsoever.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements:

1. Mortgagees shall pay the said principal indebtedness and interest thereon when and as they shall become due, whether in course or under any covenant, condition, or agreement herein contained, together with any other indebtedness which Mortgagees may owe to Mortgagee; it being further agreed that any statement in a note or obligation that it is secured by this mortgage shall be conclusive evidence of such fact.

2. Mortgagees shall keep the premises in good condition and repair, reasonable wear and tear excepted; shall not remove or demolish any building or improvement located on the above described land without the written consent of Mortgagee; and shall neither commit nor permit waste of the premises.

3. Mortgagees shall pay and discharge as the same become due all taxes and assessments that may accrue, be levied, or assessed upon the premises or any part thereof, which may be or become a lien prior to the lien of this mortgage, or have priority in payment to the debt secured hereby, or upon Mortgagee's interest therein or upon this mortgage or the indebtedness or evidence of indebtedness secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon the Mortgagee or upon the appellate court of competent jurisdiction that the undertaking by the Mortgagees to pay such taxes is legally inoperative, then the indebtedness hereby secured without deduction shall, at the option of Mortgagee, become immediately due and payable, notwithstanding anything contained in this mortgage or any law heretofore or hereafter enacted. Mortgagees shall not suffer or permit any taxes or assessments on the premises to become or remain delinquent or permit any part thereof or any interest therein to be sold for any taxes or assessments; and, further, shall furnish annually to Mortgagee, prior to the date when they would become delinquent, certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

4. Mortgagees shall pay all debts, claims, or other charges that may become liens against the premises or any part thereof for repairs or improvements that may have been, or may hereafter be, made on the premises and shall not permit any lien or encumbrance of any kind which might become superior to the title of Mortgagee or the lien of this mortgage to accrue or remain on the premises or any part thereof.

5. Mortgagees shall keep the premises continuously insured and shall provide, maintain, and deliver to Mortgagee satisfactory to Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and shall assign and deliver to Mortgagee with mortgage clauses satisfactory to Mortgagee all insurance policies of any kind or in any amount now or hereafter issued upon the premises. Mortgagees shall give immediate notice in writing to Mortgagee of any loss or damage to the premises caused by any casualty. Full power is hereby conferred on Mortgagee to settle and compromise claims under all policies and to demand receipt, and receipt for all monies becoming payable thereunder and to assign absolutely all policies to any endorsee of the note(s) or to the grantee of the premises in the event of the foreclosure of this mortgage or other transfer of title to the premises in extinguishment of the indebtedness secured hereby. In the event of loss under any of the policies of insurance herein referred to, the proceeds of such policy shall be paid by the insurer to Mortgagee who may in Mortgagee's sole and absolute discretion, apply the same, wholly or partially, after deducting all costs of collection, including a reasonable attorney's fee, either as a payment on account of the indebtedness secured hereby, whether or not then due or payable, or toward the alteration, reconstruction, repair, or restoration of the mortgaged premises, either to the portion thereof by which said loss was sustained or any other portion thereof.

6. The rents, income, and profits of all and every part of the premises are hereby specifically pledged to the payment of the debt and all other obligations hereby secured. If default shall be made in the payment of the said indebtedness or any part thereof or in the performance of any covenant, condition, or agreement of this mortgage, Mortgagee shall have the right forthwith to enter into and upon the premises, take possession thereof, and collect said rent, income, and profits with or without the appointment of a receiver. All such net income, after payment of reasonable collection, management, and attorney's fees, shall be applied toward the payment of any advances made by Mortgagee or in reduction of any indebtedness, including interest thereon, hereby secured in such manner or proportion as Mortgagee may elect.

7. If Mortgagees fail to insure the premises, or to pay and furnish receipts for all taxes and assessments, or to pay debts, claims or other charges for repairs and improvements, or to keep the premises in good condition and repair, all as provided herein, Mortgagee may at its option procure such insurance, pay such taxes and assessments, redeem the property from any tax sale, procure such receipts, or enter upon the premises and make such repairs as it may deem necessary; and Mortgagees shall immediately pay to Mortgagee all sums which Mortgagee shall have so paid, together with interest at the rate of 8% per annum from the date the same was paid, and for payment thereof, this mortgage shall stand as security in like manner and effect as for the payment of the said principal indebtedness; but the failure of Mortgagee to procure such insurance, to pay such taxes and assessments, to redeem the property from any tax sale, or to make repairs shall in no way render Mortgagee liable to Mortgagees. If Mortgagee shall elect to advance insurance premiums, taxes, or assessments, or redeem from tax sale, the receipt of the insurance company or of the proper tax official shall be conclusive evidence of the amount, validity, and the fact of payment thereof.

8. Mortgagees shall immediately pay to Mortgagee all sums, including costs, expenses, and reasonable agent's and attorney's fees, which Mortgagee may expend or become obligated to pay in any proceedings, legal or otherwise, to prevent the commission of waste; to establish or sustain the lien of this mortgage or its priority, or to defend against liens, claims, rights, estates, easements, or restrictions, asserting priority to this mortgage; in payment, settlement, discharge, or release of any asserted lien, claim, right, easement, or restriction made upon advice of competent counsel that the same is superior to the lien of this mortgage; for title insurance, abstract of title, or extension thereof; in connection with any suit to enforce or foreclose this mortgage, or to recover any sums hereby secured, together with interest on all such sums at the rate of 8% per annum until paid, and for payment of such sums and interest this mortgage shall stand as security in like manner and effect as for the payment of the said principal indebtedness.

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Shelby County Judge of Probate, AL  
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9. If default shall be made in the payment of the indebtedness secured hereby or any part thereof in accordance with the terms thereof, or in the performance of any covenant, condition, or agreement of this mortgage, then the whole indebtedness hereby secured with all interest thereon, and all other amounts secured hereby shall, at the option of Mortgagee, become immediately due and payable and this mortgage subject to foreclosure; and Mortgagee shall have the right and is hereby authorized to enter upon and take possession of the premises, and after or without taking possession, to sell the same before the Court House door in the county where the above described real estate is located, at public outcry for cash, after having given notice of the time, place, and terms of sale by publication once a week for three successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Mortgagee or any person conducting said sale for Mortgagee is authorized and empowered to execute to the purchaser at said sale a deed to the premises so purchased. And Mortgagee may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. At said foreclosure sale the premises may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Mortgagee may elect. The presence of any of the above described premises at the place of sale is expressly waived.

10. The proceeds of said sale shall be applied: First, to the expense of advertising and selling, including reasonable attorney's fees; second, to the repayment of any money, with interest thereon, which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay, for taxes, assessments, insurance or other charges, liens, or debts as hereinabove provided; third, to the payment of the said principal indebtedness hereby secured, with interest to date of sale; fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the premises at the time of the sale after deducting any expense of ascertaining who is such owner. If this mortgage be foreclosed in Chancery, reasonable attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale.

11. Mortgagors waive all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this mortgage, and Mortgagors waive the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the indebtedness secured hereby.

12. After foreclosure of this mortgage, Mortgagors and all holding under them shall become and be conclusively presumed to be tenants at will of the purchaser at the foreclosure sale.

13. Any promise made by Mortgagors herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagors waive all rights of exemption under the law and agree to pay a reasonable attorney's fee for the collection thereof.

14. No delay or failure of Mortgagee to exercise any option herein given or reserved shall constitute a waiver of such option or estop Mortgagee from afterwards exercising same or any other option at any time and the payment or contracting to pay by Mortgagee of anything Mortgagors have herein agreed to pay shall not constitute a waiver of the default of Mortgagors in failing to make said payments and shall not estop Mortgagee from foreclosing this mortgage on account of such failure of Mortgagors.

15. If Mortgagors shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall do and perform all acts and agreements to be done and performed by Mortgagors under the terms and provisions of this mortgage, then this conveyance shall be and become null and void.

~~16. If requested by Mortgagee, Mortgagors shall also make monthly deposits with Mortgagee, in a non-interest bearing account, together with and in addition to the payment under the terms of the promissory note(s) secured hereby, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the premises, and one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Mortgagors to Mortgagee on demand. If, by reason of any default by Mortgagors under any provision of this mortgage, Mortgagee declares all sums secured hereby to be due and payable, Mortgagee may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments, and insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Mortgagors in writing. While any such waiver is in effect Mortgagors shall pay taxes, assessments and insurance premiums as herein elsewhere provided.~~

17. All awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note(s) and Mortgagee is hereby authorized, in the name of Mortgagors, to execute and deliver valid acquittances thereof and to appeal from any such award.

18. The term "Mortgagors," wherever used herein, shall mean the party or parties executing this mortgage, jointly and severally, and all the covenants, conditions, and agreements hereof shall bind Mortgagors, their respective heirs, personal representatives, successors and assigns and shall inure to the benefit of and be available (jointly and severally if more than one) to Mortgagee, and to the heirs, personal representatives, successors and assigns of Mortgagee. The rights, options, powers, and remedies herein provided shall be cumulative and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law.

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Shelby Cnty Judge of Probate, AL  
08/31/1981 12:00:00 AM FILED/CERT

IN WITNESS WHEREOF, the undersigned has caused this instrument to be  
EXECUTED THE 14th day of JULY, 1980.

FDI Investment Corporation

By: William D. Walters (SEAL)

Its Vice-President

(SEAL)



STATE OF ALABAMA,  
COUNTY }

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

signed to the foregoing conveyance, and who  
formed of the contents of the conveyance,

Given under my hand and official seal this

whose names  
known to me, acknowledged before me on this day that being in-  
executed the same voluntarily on the day the same bears date.  
day of , 19

Notary Public

STATE OF ALABAMA,  
JEFFERSON COUNTY }

I, the undersigned authority in and for said County in said State, hereby certify that WILLIAM W.

WALTERS

whose name as

VICE PRESIDENT of FDI INVESTMENT CORPORATION  
a corporation, 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 officer and with full authority, execut-  
ed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 14th day of JULY

Notary Public



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Shelby Cnty Judge of Probate, AL  
08/31/1981 12:00:00 AM FILED/CERT

ALABAMA MORTGAGE

to

DERAMUS, JOHNSTON, BARTON,  
PROCTOR & SWEDLAW  
Birmingham, Alabama

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BOOK 41 PAGE 368





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Shelby Cnty Judge of Probate, AL  
08/31/1981 12:00:00 AM FILED/CERT

PARCEL I:

Part of the SW 1/4 of NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows:

From the Northwest corner of said SW 1/4 of NE 1/4, run East along the North line thereof for 831.83 feet, more or less, to a point on the West right of way of U. S. Highway 31; thence turn an angle to the right of 115 degrees 53' and run Southwesterly along said West right of way line for a distance of 392.81 feet to the point of beginning; thence continue Southwesterly along said right of way for a distance of 460.36 feet; thence turn at an angle to the right of 90 degrees and run Northwesterly for a distance of 125 feet; thence turn an angle to the left of 90 degrees 00' and run Southwesterly for a distance of 18 feet; thence turn an angle to the right of 90 degrees 00' and run Northwesterly for a distance of 333.22 feet to the center line of the Old Montgomery Highway; thence turn an angle to the right of 86 degrees 07' and run Northerly along the center line of the Old Montgomery Highway for a distance of 124.34 feet; thence turn an angle to the right of 12 degrees 09' and run Northerly along the centerline of Old Highway, 251.86 feet; thence turn at an angle to the right of 55 degrees 51' and run Easterly for a distance of 389.50 feet; thence turn at an angle to the right of 115 degrees 53' and run Southerly for a distance of 65 feet; thence turn at an angle to the left of 90 degrees 00' and run Easterly for a distance of 80 feet to the point of beginning, said land containing 205,114 square feet, more or less.

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

1981 AUG 31 AM 8:39  
Rec. 1950  
Ind. 1.00  
20.50

*Thomas G. Shivers, Jr.*  
JUDGE OF PROBATE

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

1981 AUG 13 AM 8:15

*Thomas G. Shivers, Jr.*  
JUDGE OF PROBATE

mtg. 487.50  
Rul. 7.50  
Ind. 1.00

496.00

EXHIBIT "A"