

STATE OF ALABAMA)
 :
 SHELBY COUNTY)

This MORTGAGE made and entered into on this 6 day of
JUNE, 1984, by and between Harbar Homes, Inc., an Alabama
 corporation (Mortgagor), and Percy W. Brower, Jr. (Mortgagee),

WITNESSETH:

That, WHEREAS, Mortgagor has this day become justly in-
 debted to Mortgagee in the sum of One Million Three Hundred Ninety-two
 Thousand and No/100 Dollars (\$1,392,000) for the purchase price of the
 hereinafter described real estate and for money loaned or to be loaned
 pursuant to a loan agreement of even date herewith between Mortgagor and
 Mortgagee (the Loan Agreement), as evidenced by a mortgage note of even
 date herewith made by Mortgagor (the Note); and

WHEREAS, Mortgagor desires to secure the prompt payment
 of the Note,

NOW, THEREFORE, in consideration of the premises and to
 secure the prompt payment of the Note and the performance of the
 covenants hereof, Mortgagor has bargained and sold, and does hereby grant,
 bargain, sell and convey unto Mortgagee, his heirs and assigns, the real
 estate lying and being in Shelby County, Alabama, and more particularly
 described in Exhibit A attached hereto and made a part hereof, together
 with all improvements now or hereafter situated on said real estate and all
 awards hereafter made for the taking thereof or injury thereto.

TO HAVE AND TO HOLD unto Mortgagee, his heirs and
 assigns, forever, except minerals and mining rights and subject however to
 all easements and restrictions of record. And Mortgagor covenants with
 Mortgagee that it is lawfully seized of the mortgaged premises, that said

LAND TITLE COMPANY
 317 N 20th ST.
 B'ham, AL 35203

premises are free from all liens and encumbrances except as aforesaid, that it has a good right to sell and convey the same as aforesaid and that it will warrant and forever defend the title to said premises unto Mortgagee, his heirs and assigns.

This Mortgage is made and accepted on the understanding that the following covenants and agreements shall continue in effect so long as the Note remains unpaid:

1. Mortgagor shall pay the indebtedness hereby secured as and when the same shall become due and payable and shall comply with the terms of the Loan Agreement.

2. Mortgagor shall promptly subdivide and develop said real estate into a residential townhouse subdivision and shall construct thereon not less than the number of residential townhouse units and related facilities which Mortgagor determines within ninety (90) days from the date hereof can be constructed on said real estate. Until all such townhouse units have been developed, improved and sold, Mortgagor shall not directly or indirectly engage in the construction of townhouse units on land which adjoins the mortgaged premises. Mortgagor shall comply with all covenants and restrictions and governmental requirements applicable to the subdivision, use, development and improvement of said real estate. Mortgagee shall consent to the dedication of easements, streets and common areas which are necessary or desirable in connection with the subdivision of the premises.

3. Mortgagor shall for the benefit of Mortgagee constantly keep in force fire and extended coverage insurance with such companies as may be satisfactory to Mortgagee for not less than the full insurable value of the mortgaged premises, with loss payable to Mortgagee as his interest may appear, and furnish Mortgagee certificates of all such insurance. Mortgagor shall also constantly keep in force such other insurance as prudent owners engaged in similar activities keep in force and shall cause Mortgagee to be named as an additional insured of such insurance.

BOOK 450 PAGE 373

BOOK 450 PAGE 374

4. Mortgagor shall pay all taxes, assessments or other charges which may be levied upon or accrue against said real estate, promptly as and when so levied or assessed.

5. Mortgagor shall keep the mortgaged premises in good condition and repair and shall commit and permit no waste thereon or thereto. Mortgagor shall promptly pay and discharge any lien filed against said premises by mechanics or materialmen.

6. If Mortgagor fails to insure the mortgaged property as hereinabove provided, or to pay all or any part of the taxes, assessments, or other charges which may be levied upon or accrue against said property, or to pay all liens, mortgages, debts or other charges which may be or become liens superior to the lien of this mortgage, Mortgagee may insure said property or pay such taxes, assessments, mortgages, debts, liens or other charges, and any money which mortgagee shall so pay or become obligated to pay shall constitute a debt to Mortgagee additional to the indebtedness hereby secured, and shall be secured by this mortgage and at the option of Mortgagee shall be immediately due and payable.

7. If Mortgagor pays the indebtedness evidenced by the Note and reimburses Mortgagee for any amounts Mortgagee may have expended for taxes or assessments or other charges, liens or debts, then this Mortgage shall become null and void, but should default be made in the payment of any sum expended by Mortgagee for taxes, assessments or other charges, liens or debts, or should Mortgagor fail to pay the indebtedness evidenced by the Note or any part thereof, as and when the same becomes due, or should Mortgagor fail to observe the covenants and agreements herein set forth, or should the interest of Mortgagee in said real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the indebtedness hereby secured, or should Mortgagor become a bankrupt, then in any one of such events, the whole of said indebtedness evidenced by the Note shall at once become due

BOOK 450 PAGE 375

and payable at the option of Mortgagee, and this Mortgage be subject to foreclosure as now provided in the case of past due mortgages, and Mortgagee shall be authorized to take possession of said real estate hereby, and with or without first taking possession, after giving twenty-one (21) days notice by publication once a week for three successive weeks of the time, place and terms of sale in a newspaper published in said county and state, sell said real estate in lots or in parcels or en masse as Mortgagee shall deem best, in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and apply the proceeds of such sale, first, to the expense of advertising, selling and conveying, including a reasonable attorney's fee, second, to the payment of any amounts that may have been expended or that may be necessary to expend in paying taxes, assessments or other charges, liens or debts, third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, and fourth the balance if any to be paid to Mortgagor. Mortgagee may bid at any such sale and purchase said real estate, if the highest bidder therefor.

8. Upon each prepayment of the sum of \$17,900 on the Note from the date hereof through November 30, 1985, Mortgagee shall release from this Mortgage one townhouse unit selected by Mortgagor; upon each prepayment of the sum of \$21,100 on the Note from December 1, 1985 through November 30, 1987, Mortgagee shall release from this Mortgage one townhouse unit selected by Mortgagor; and upon each prepayment of the sum of \$24,000 after December 1, 1987, Mortgagee shall release from this Mortgage one townhouse unit selected by Mortgagor.

9. In order to prevent the landlocking of any part of the real estate described herein subsequent to the release of portions thereof as herein provided, Mortgagor shall provide for access to the remaining portions of said real estate by planning, constructing in accordance with municipal road standards, and dedicating for public use, reasonable and necessary roads or easements and rights-of-way through those portions of said real estate which have been released from this Mortgage.

10. Mortgagor shall have no personal liability under the terms of the Note or this Mortgage, and Mortgagee shall look solely to the real estate subject to this Mortgage for all sums due or occasioned by Mortgagor's failure to perform under the terms of the Note or this Mortgage. In the event of a foreclosure of this Mortgage, Mortgagee agrees that it will not seek or obtain a deficiency judgment against Mortgagor. Nothing contained herein shall be, or be deemed to be, a release or impairment of the indebtedness evidenced by the Note or of the covenants and agreements hereof or of the lien or title hereby conveyed as security for such indebtedness and covenants and agreements hereof, or shall preclude Mortgagee from foreclosing this Mortgage or exercising the rights set forth herein in the event of a failure to pay said indebtedness or other default hereunder or under the Note, except as set forth in this paragraph.

11. It is expressly agreed that any indebtedness at any time secured hereby may be extended, rearranged, or renewed, and that any part of the security herein described may be waived or released without in anywise altering, varying or diminishing the force, effect or lien of this mortgage.

12. All covenants and agreements herein contained shall bind and inure to the benefit of Mortgagor and Mortgagee and their respective heirs, personal representatives, successors and assigns, provided, however, that Mortgagor shall not sell or encumber the real estate subject to this Mortgage without the prior written consent of Mortgagee except as contemplated by the terms of this Mortgage.

13. No failure of Mortgagee to exercise any option herein given to declare the maturity of the indebtedness hereby secured upon default by Mortgagor shall be taken as a waiver of such right so long as the default giving rise to such right remains uncured.

IN WITNESS WHEREOF, Mortgagor has caused this mortgage to be executed for and in its name and its seal to be hereunto affixed as of the day and year first above written.

HARBAR HOMES, INC.

By *B. J. Harris*
Its *Pres.*

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that B. J. HARRIS, whose name as PRESIDENT of Harbar Homes, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 6th day of June, 1984.

Peggy St. Ramsey
Notary Public

(NOTARIAL SEAL)

*This instrument was prepared by
J Robert Elum, Jr.,
1400 Park Place NW
Birmingham, Ala 38203*

EXHIBIT A

Part of the SE-1/4 of NE-1/4 of Section 26 and part of the SW-1/4 of NW-1/4 of Section 25 all in Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Beginning at the northwest corner of SW-1/4 of NW-1/4 of said Section 25, run in an easterly direction along the north line of said SW-1/4 of NW-1/4 for a distance of 630.04 feet to an existing iron pin being the northwest corner of Lot 17A, Resurvey of Lots 14, 15, 16 and 17, Amended Map of Chase Plantation a map of which is recorded in the Office of the Judge of Probate Shelby County, Alabama, in Map Book 8, Page 92; thence turn an angle to the right of 90° and run in a southerly direction for a distance of 283.43 feet to an existing iron pin being the most northerly corner of Lot 6-A, Resurvey of Lots 1, 2, 3, 4, 5, & 6, Amended Map of Chase Plantation Second Sector a map of which is recorded in the Office of the Judge of Probate Shelby County, Alabama, in Map Book 8, Page 174; thence turn an angle to the right of 55° 00' and run in a southwesterly direction for a distance of 218.00 feet to an existing iron pin; thence turn an angle to the left of 46° 21' 50" and run in a southerly direction for a distance of 260.42 feet to an existing iron pin; thence turn an angle to the right of 100° 42' 20" and run in a northwesterly direction for a distance of 211.94 feet to an existing iron pin; thence turn an angle to the left of 34° 45' 03" and run in a southwesterly direction for a distance of 158.00 feet to an existing iron pin; thence turn an angle to the right of 90° 00' and run in a northwesterly direction for a distance of 111.21 feet to an existing iron pin; thence turn an angle to the left of 20° 00' and run in a northwesterly direction for a distance of 64.07 feet to an existing iron pin; thence turn an angle to the right of 36° 43' 30" and run in a northerly direction for a distance of 153.55 feet to an existing iron pin; thence turn an angle to the left of 33° 13' 30" and run in a northwesterly direction for a distance of 115.96 feet to an existing iron pin; thence turn an angle to the right of 82° 37' 05" and run in a northeasterly direction for a distance of 29.22 feet to an existing iron pin; thence turn an angle to the left of 50° 30' and run in a northerly direction for a distance of 158.00 feet to an existing iron pin; thence turn an angle to the right of 90° and run in an easterly direction for a distance of 7.00 feet to an existing iron pin; thence turn an angle to the left of 90° and run in a northerly direction for a distance of 50.00 feet to an existing iron pin; thence turn an angle to the right of 90° and run in an easterly direction along the north line of SE-1/4 of NE-1/4 of Section 26 for a distance of 34.00 feet to the point of beginning, containing 349,003 square feet or 8.012 acres, more or less.

BOOK 450 PAGE 378

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

1984 JUN -8 PM 4:08

Thomas A. Thompson, Jr.
JUDGE OF PROBATE

M TAX 2088.00
Rec 10.50
Ind 1.00
2099.50