STATE OF ALABAMA)

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SHELBY COUNTY)

PURCHASE MONEY MORTGAGE,
ASSIGNMENT AND SECURITY AGREEMENT

THIS INDENTURE made and entered into as of the 23rd day of October, 1984, by and between DANIEL PROPERTIES XV, a Virginia limited partnership ("Mortgagor"), and DANIEL INTERNATIONAL CORPORATION, a South Carolina corporation ("Mortgagee").

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, the Mortgagee has granted, bargained, sold and conveyed to the Mortgagor all of the Mortgagee's rights, title and interests in and to certain real property (the "Real Estate") situated in Shelby County, Alabama which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal amount of Two Hundred Eighty-Five Thousand Six Hundred and No/100 Dollars ($285,600.00) as evidenced by a promissory note (the "Note") of even date herewith, bearing interest and payable in the manner set forth in the Note, which Note represents the unpaid balance of the purchase price payable by the Mortgagor to the Mortgagee for the Real Estate. By reference herein, the Note is made a part hereof as if and to the same extent as though the same is set out in full herein; and

WHEREAS, the Mortgagor, in order to secure the payment of the Note, has agreed to execute and deliver this Mortgage and convey the property described herein to the Mortgagee as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of the Note, the parties hereto agree as follows:

ARTICLE I
GRANTING CLAUSE

1.1 GRANT. The Mortgagor does hereby grant, bargain, sell, assign, transfer, convey, set-over and deliver unto the Mortgagee, its successors and assigns, the following:

The Real Estate, as described in Exhibit "A" attached hereto, but subject to those matters (the "Permitted Title Exceptions") set forth in Exhibit "B" attached hereto and incorporated herein by reference;

TOGETHER WITH all buildings, improvements, equipment, furniture, furnishings and fixtures now or hereafter erected, placed or maintained on the Real Estate or any portion thereof;

TOGETHER WITH all rights-of-way, easements, streets, alleys, passages, sewer rights, waters, water rights, liberties, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, whether now owned or hereafter acquired by the Mortgagor, together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof;

TOGETHER WITH all of the right, title and interest of the Mortgagor in and to all personal property, machinery, apparatus, equipment, fittings and fixtures, all building materials of every kind and nature and all trade, domestic, and ornamental fixtures, now or hereafter located in, upon, over, or under the Real Estate or any of the buildings and improvements thereto; together with all contract rights to acquire any of the foregoing, all deposits and payments made under contracts for the acquisition of the same, all additions and accessions thereto and replacements thereof and proceeds therefrom (all of the above and foregoing are hereinafter collectively referred to as the "Personal Property"). All of the Personal Property shall be deemed to be fixtures and shall be part of the security for the indebtedness herein mentioned and are transferred and conveyed by this Mortgage;

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of the exercise of the right of eminent domain, by condemnation proceedings or by private purchase in lieu thereof, by any federal, state, county, municipal or other governmental authority or for consequential damages on account thereof, including any award for any alteration or change in the grade of any street, or any other injury to, taking of, or decrease in the value of any of the Real Estate, the buildings and improvements thereto, the Personal Property or any parts thereof;

TOGETHER WITH all policies of insurance with respect to the Real Estate, the buildings and improvements thereto, or the Personal Property, including unearned premiums thereon and insurance claims and proceeds thereunder, together with the right to collect, receive and apply the same as provided herein;

TOGETHER WITH all leases now existing or hereinafter made, whether oral or written, of or relating to the Real Estate, the buildings and improvements thereto, the Personal Property and every part thereof (the "Leases"), together with all rents, issues, profits, revenues, royalties, rights of contract and benefits arising from the Real Estate, the buildings and improvements thereto, the Personal Property and any part thereof, including but not limited to any deposits of cash, securities and property that may be held at any time and from time to time under the terms of the Leases;

FURTHERMORE, this Mortgage shall constitute a security agreement pursuant to the Uniform Commercial Code as adopted in Alabama (the "UCC").

[All rights, title, interests and properties that are hereinabove granted, conveyed, bargained, sold, transferred, assigned, set-over and delivered shall hereinafter collectively be referred to as the "Mortgaged Property"].

TO HAVE AND TO HOLD the Mortgaged Property and all privileges and appurtenances thereunto belonging, to the Mortgagee, its successors and assigns forever, subject, however, to the terms and conditions hereinafter set forth.

1.2 CONDITION. This Mortgage is given upon the condition that, if the Mortgagor shall pay or cause to be paid to the Mortgagee, its successors and assigns, the indebtedness evidenced by the Note and all interest thereon, at the times and in the manner set forth therein, and if the Mortgagor shall keep and perform all of the covenants, terms and conditions of this Mortgage, then this conveyance and the estate created hereby shall cease and be null and void; otherwise, the same shall remain in full force and effect.

1.3 SUBORDINATION. Notwithstanding anything provided herein to the contrary, this is a purchase money second mortgage, subject and subordinate to the rights and interest of AmSouth Bank, N.A. under that certain Mortgage (the "Prior Mortgage") of even date which secures an indebtedness of the Mortgagor in the original principal amount of $5,600,000.00 and to all modifications, extensions, replacements and renewals thereof. The Prior Mortgage has been recorded contemporaneously herewith in the Office of the Judge of Probate of Shelby County, Alabama. All assignments, pledges and warranties contained herein are subject and subordinate to the rights of the holder of the Prior Mortgage. The Mortgagee, by acceptance hereof, agrees to deliver to the holder of the Prior Mortgage such additional instruments and agreements in form reasonably satisfactory to the holder of the Prior Mortgage in order to further acknowledge and confirm the subordination of this Mortgage to the Prior Mortgage. The Mortgagor shall perform, observe and comply with all of the terms and provisions of the Prior Mortgage and the note which the Prior Mortgage secures. The Mortgagor expressly agrees that if any default occurs in the performance, observance or compliance with any of the terms and provisions of the Prior Mortgage or the note secured thereby, such default shall constitute a default hereunder and in such event, at the option of the Mortgagee, the entire sum secured hereby shall at once become due and payable in full without notice. It is specifically agreed that if default be made in the payment of principal, interest or any other sums payable under the terms and provisions of the Prior Mortgage, then the Mortgagee may, but shall not be obligated to, without notice to anyone, cure such default by paying whatever amounts may be due under the terms of the Prior Mortgage so as to cause the same to be in good standing; and any and all payments or other sums expended by the Mortgagee shall be added to the indebtedness secured by this Mortgage, and the same, with interest thereon at the rate specified in the Note, shall be immediately due and payable and this Mortgage subject to foreclosure in all respects as provided by law and the provisions hereof. The Mortgagor shall (i) give written notice to the Mortgagee immediately upon receiving knowledge of any default under the Prior Mortgage and (ii) deliver to the Mortgagee, immediately upon receipt of the same, true and correct copies of each and every notice, summons, legal process or other communication relating in any way to the Prior Mortgage or any default thereunder.

ARTICLE II
REPRESENTATIONS AND COVENANTS OF THE MORTGAGOR

2.1 REPRESENTATIONS OF MORTGAGOR. The Mortgagor represents and warrants to the Mortgagee that:

(a) Authority to Act. The Mortgagor is a validly organized and existing limited partnership under the laws of the Commonwealth of Virginia and that it has full power and lawful authority to own and mortgage the Mortgaged Property to the extent and in the manner and form herein provided.

(b) Warranty of Title. The Mortgagor is lawfully seized of an indefeasible estate in fee simple in the Mortgaged Property, subject, however, to the Permitted Title Exceptions; has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; and, except for the Permitted Title Exceptions, the Mortgaged Property is free and clear of all liens, charges and encumbrances whatsoever.

2.2. COVENANTS OF THE MORTGAGOR. In addition to all other covenants, promises and agreements of the Mortgagor set forth in this Mortgage and the Note, the Mortgagor covenants and agrees as follows:

(a) Payment of the Note. The Mortgagor shall pay the principal of and the interest on the Note when and as the same shall become due and payable.

(b) Performance of Covenants. The Mortgagor shall at all times fully perform and comply with all covenants, agreements, terms, conditions and warranties contained in the Note and this Mortgage.

(c) Insurance. The Mortgagor shall, at its expense, keep and cause to be kept the Mortgaged Property insured against loss and damage by fire, casualty, the elements, and other risks with extended coverage and against such other hazards as the Mortgagee may reasonably require in writing, in an amount necessary to prevent the Mortgagor from becoming a co-insurer. Furthermore, the Mortgagor shall obtain liability insurance providing coverage in the amount required under the Prior Mortgage. All such insurance shall be written with a company or companies reasonably satisfactory to the Mortgagee and under policies in form and substance reasonably satisfactory to the Mortgagee. All such policies shall (i) provide that any losses payable thereunder shall be payable to the Mortgagee (subject to the rights of the holder of the Prior Mortgage) pursuant to standard mortgagee clauses, without contribution, to be attached to each policy; (ii) contain an endorsement that the same may not be cancelled or reduced in amount of coverage except upon fifteen (15) days prior written notice to the Mortgagee and (iii) contain a standard waiver of subrogation clause in favor of the Mortgagee. The Mortgagor shall deliver all such policies or certificates thereof to the Mortgagee and shall deliver all renewal policies or certificates thereof to the Mortgagee at least fifteen (15) days prior to expiration of such policies. The Mortgagor shall promptly pay when due all premiums for such policies and renewals and, upon the reasonable written request therefor by the Mortgagee, the Mortgagor shall deliver to the Mortgagee satisfactory evidence that all such premiums were duly and promptly paid. In the event of the foreclosure of this Mortgage, the purchaser or the grantee of the Mortgaged Property shall succeed to all of the rights of the Mortgagor, including any right to unearned premiums, in and to all policies of insurance which are assigned and delivered to the Mortgagee pursuant to the provisions hereof. If all or any portion of the Mortgaged Property is damaged or destroyed by fire or other casualty, the Mortgagor shall promptly give notice thereof to its insurance carriers and to the Mortgagee. If the Mortgagor fails to make prompt proof of loss with its insurance carriers or if the Mortgagor should be in default hereunder, then the Mortgagee may make proof of loss on behalf of the Mortgagor. Unless the Mortgagor and Mortgagee otherwise agree in writing or in the event the holder of the Prior Mortgage requires that all insurance proceeds be applied to the indebtedness secured by the Prior Mortgage, all insurance proceeds shall be applied to the restoration and repair of the Mortgaged Property. In the event the insurance proceeds are not applied to the restoration or repair of the Mortgaged Property, all insurance proceeds shall be applied to the payment of any sums secured by this Mortgage with the excess, if any, to be paid to the Mortgagor.

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(d) Taxes and Assessments. The Mortgagor shall pay when due (i) all taxes, assessments and other governmental charges which are levied or assessed against or which constitute liens on the Mortgaged Property and this Mortgage, (ii) any tax or excise on rents from the Mortgaged Property and (iii) any other taxes of any nature whatsoever assessed or levied by any state, federal or local taxing authority as a substitute or in lieu of, either in whole or in part, for any taxes assessed or imposed on the Mortgaged Property. Notwithstanding anything provided herein to the contrary, the Mortgagor may contest the applicability or amount of any such tax or assessment provided that it makes whatever provision for the protection of the Mortgaged Property, including the payment of such tax or assessment under protest, that the Mortgagee may reasonably require. The Mortgagor shall, upon the written request of the Mortgagee, deliver to the Mortgagee receipts evidencing payment of all taxes and assessments levied against or which constitute liens on the Mortgaged Property.

(e) Books and Records. The Mortgagor shall maintain full and correct books and records showing in detail the earnings and expenses relating to the Mortgaged Property and shall permit representatives of the Mortgagee to examine such books and records and all supporting vouchers and data at any time during the Mortgagor's normal business hours, either at the Mortgaged Property or at such other place as such books and records are customarily kept.

(f) Eminent Domain. In the event that any proceedings to take the Mortgaged Property or any part thereof by exercise of the power of eminent domain are undertaken or threatened or in the event of the sale thereof to a proposed condemnor to avoid the exercise of the power of eminent domain, the Mortgagor shall give the Mortgagee prompt written notice thereof. Any award made to the Mortgagor shall immediately be paid over to the Mortgagee, subject to the rights of the holder of the Prior Mortgage. The Mortgagee may, at its option, apply such award first to the payment of any monies due under the Note or this Mortgage. The Mortgagee shall pay the residue, if any, of such award to the Mortgagor or to any person or person entitled thereto by law.

(g) Maintenance of Mortgaged Property; Waste. The Mortgagor will at all times preserve and maintain the Mortgaged Property in good condition and repair, and will not commit or suffer any waste thereto nor do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof. The Mortgagor will not permit nor perform any act which would in any way impair or deteriorate the value of the Mortgaged Property. The Mortgagor shall promptly repair, restore, replace or rebuild any portion of the Mortgaged Property, now or hereafter existing, which may be damaged or destroyed by fire or other casualty or which may be affected by any eminent domain proceedings or other governmental taking, but only to the extent that any insurance proceeds or condemnation awards resulting from such events have not been applied by (i) the holder of the Prior Mortgage to the reduction of the indebtedness secured by the Prior Mortgage or (ii) the Mortgagee against the indebtedness secured hereby.

(h) Compliance. The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

(i) Liens. Any lien which may be filed under the provisions of the statutes of Alabama, relating to the liens of mechanics and materialmen, shall be promptly paid and discharged by the Mortgagor and shall not be permitted to take priority over the lien of this Mortgage; provided however, that the Mortgagor, upon first furnishing to the Mortgagee such security as shall be satisfactory to the Mortgagee, may in good faith contest, at the Mortgagor's expense, the validity of any such lien or liens.

(j) Inspections. The Mortgagee and its duly authorized representatives are hereby authorized to enter upon the Mortgaged Property in order to inspect the Mortgaged Property at any time during normal business hours.

(k) Performance of Leases. The Mortgagor, as lessor under any present and future leases affecting all or any portion of the Mortgaged Property shall, at all times fully perform and comply with all covenants, agreements, terms and conditions imposed upon the Mortgagor thereunder. The Mortgagor shall not do, neglect to do, nor permit to be done anything which may or could cause the termination of any of said leases, which may diminish or impair their value or the rents provided for therein or the interest of the Mortgagor or the Mortgagee therein. The Mortgagor shall not, without the prior written consent of the Mortgagee (i) assign the leases or any of the rents thereunder (except as heretofore assigned to the holder of the Prior Mortgage); (ii) consent to the modification, cancellation or surrender of any such lease except upon the default of any tenant thereunder; or (iii) collect any rent from the Mortgaged Property for more than two (2) months in advance. The Mortgagor shall, upon reasonable request by the Mortgagee, furnish to the Mortgagee accurate and complete copies of all leases (or a certified copy of a rent roll) affecting the Mortgaged Property or any part thereof.

(l) Sale or Transfer Prohibited. The Mortgagor shall not sell, transfer or convey any interest or title to the Mortgaged Property or any part thereof, by operation of law or otherwise, without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld or delayed. In the event of any violation of this covenant, the entire unpaid principal balance of the Note, together with all interest thereon and all other sums secured by or due with respect to the Mortgage, shall at the option of the Mortgagee, become immediately due and payable without notice to the Mortgagor and this Mortgage shall be subject to foreclosure in the manner hereinafter provided. Any consent given hereunder shall pertain to that transfer only and shall not obligate the Mortgagee to approve any further transfer.

(m) Further Encumbrances Prohibited. The Mortgagor shall keep the Mortgaged Property free from all liens and encumbrances, other than the Permitted Title Exceptions and the Prior Mortgage, which may have priority over, or which may be inferior and subordinate to, the lien of this Mortgage, except for liens for taxes not yet due and payable.

(n) Estoppel Certificates. The Mortgagor and the Mortgagee each agrees to deliver to any lender or purchaser as to all or any portion of the Mortgaged Property upon written request therefor, an estoppel certificate, executed on behalf of the Mortgagor or the Mortgagee, as the case may be, which shall state (i) the amount, if any, then secured by this Mortgage, (ii) whether any event of default under this Mortgage then exists or whether any event has occurred which, with notice or the passage of time or both, would constitute such an event of default, (iii) whether this Mortgage has been modified or amended and (iv) any other information for which such lender or purchaser shall make a reasonable request.

ARTICLE III
EVENTS OF DEFAULT AND REMEDIES

3.1. EVENTS OF DEFAULT. Each of the following shall be an event of default ("Event of Default") hereunder:

(a) A default in the payment of any installment under the Note that continues for more than 10 days after the Mortgagor is given written notice of such default by the Mortgagee.

(b) A default in the performance of or compliance with any covenant, agreement, term or condition contained in this Mortgage that continues for more than 30 days after the Mortgagor is given written notice of such default by the Mortgagee; provided, however, that if such default is not reasonably capable of being cured within such 30-day period, there shall not exist an Event of Default hereunder so long as the Mortgagor promptly commences and diligently prosecutes in good faith the curing of such default.

(c) The filing by the Mortgagor or any general partner of the Mortgagor of a voluntary petition in bankruptcy; the adjudication of the Mortgagor or any general partner of the Mortgagor as a bankrupt or insolvent; the filing by the Mortgagor or any general partner of the Mortgagor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; the seeking or consenting to or acquiescence by the Mortgagor or any general partner of the Mortgagor in the appointment of any trustee, receiver or liquidator of all or any substantial part of the Mortgaged Property; the making of any general assignment for the benefit of creditors; or the admission in writing of its inability to pay its debts generally as they become due.

(d) The entry by a court of competent jurisdiction of an order, judgment, or decree approving a petition filed against the Mortgagor or any general partner of the Mortgagor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for a period of thirty (30) consecutive days from the date of entry thereof; the appointment of any trustee, receiver or liquidator of the Mortgagor or any general partner of the Mortgagor, or of all or any substantial part of the Mortgaged Property without the consent or acquiescence of the Mortgagor or any general partner of the Mortgagor which appointment shall remain unvacated and unstayed for a period of thirty (30) consecutive days.

(e) The occurrence of any act or condition whereby the interest of the Mortgagee in the Mortgaged Property becomes endangered by reason of the threatened enforcement of the Prior Mortgages.

3.2 <u>RIGHT TO CURE</u>. Upon the occurrence of an Event of Default, the Mortgagee may, but shall not be obligated to, advance funds for and otherwise cause the performance of any covenant, agreement, term, condition and warranty set forth in the Note or this Mortgage and all monies so advanced shall be added to the principal balance of the Note, shall be payable by the Mortgagor to the Mortgagee on demand, shall bear interest at the same rate as set forth in the Note and shall be secured by the lien hereof with the same priority as the original principal amount of the Note.

3.3 ACCELERATION OF INDEBTEDNESS. Upon the occurrence of an Event of Default, the Mortgagee may, at its option, declare the entire principal amount of the Note, together with all accrued interest thereon, immediately due and payable. Unless otherwise provided herein and to the extent permitted by law, Mortgagor hereby waives demand, presentment for payment, protest, notice of protest, dishonor and default, notice of intent to declare the entire principal amount of the Note and all accrued interest thereon and any and all rights it may have to a hearing before any judicial authority prior to the exercise by the Mortgagee of any of its rights under this Mortgage or any other agreements executed in connection herewith.

3.4 RIGHT OF MORTGAGEE TO ENTER AND TAKE POSSESSION. Upon the occurrence of an Event of Default, the Mortgagee may, but shall not be obligated to, enter upon and take possession of all or any portion of the Mortgaged Property, exclude the Mortgagor therefrom and hold, use, administer, manage and operate the Mortgaged Property, without any liability to Mortgagor by undertaking any or all of the following actions: (i) collect, receive and receipt for all proceeds accruing from such operation and management, (ii) make all necessary repairs and purchase any needed additional property (iii) enter into any and all agreements with respect to the exercise of others of any of the rights and powers granted herein to the Mortgagee and (iv) exercise every power, right and privilege of the Mortgagor with respect to the Mortgaged Property. All income collected by the Mortgagee from the Mortgaged Property shall be applied in the following manner:

(a) To all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes);

(b) To the cost of all maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions;

(c) To the cost of insurance;

(d) To the payment of taxes, assessments encumbrances and other charges prior to the lien of this Mortgage as the Mortgagee may determine to pay;

(e) To the payment of the reasonable compensation, expenses and disbursements of the attorneys and agents of the Mortgagee;

(f) To the payment of other proper charges upon the Real Estate or any part thereof;

(g) To the payment of accrued interest; and

(h) To the payment of the indebtedness evidenced by the Note.

3.5 JUDICIAL PROCEEDINGS; RIGHT TO RECEIVER. Upon the occurrence of an Event of Default, the Mortgagee may with or without entry or taking possession as herein provided, proceed by suit for a foreclosure of its lien on, and security interest in, the Mortgaged Property, and to enforce any other appropriate legal or equitable right or remedy. Upon the occurrence of an Event of Default, Mortgagee shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this instrument, to the appointment by any competent court or tribunal of a receiver of the rents, issues and profits of the Mortgaged Property with power to lease and control the Mortgaged Property and with all such other powers as may be deemed necessary or incident thereto.

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3.6 POWER OF SALE. Upon the occurrence of an Event of Default, the Mortgagee may sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the Courthouse door in the county where said Mortgaged Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, the Mortgagee or any person conducting the sale for the Mortgagee, as agent for the Mortgagor, is authorized to execute to the purchaser at said sale a deed to the Mortgaged Property so purchased. Mortgagee may bid at said sale and purchase said Mortgaged Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property 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 Mortgagee may elect.

3.7 APPLICATION OF FORECLOSURE PROCEEDS. The proceeds of any foreclosure sale pursuant to Article 3.6 shall be applied as follows:

(a) First, to the reasonable expenses of making the sale including reasonable attorneys' fees for such services as may be necessary in the collection of said indebtness or the foreclosure of this Mortgage;

(b) Second, to the repayment of any money, with interest thereon, which the Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided;

(c) Third, to the payment and satisfaction of the outstanding principal balance of the Note with interest to the date of sale;

(d) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the Mortgaged Property at the time of the sale after deducting any expense of ascertaining who is such owner.

3.8 PERSONAL PROPERTY. Upon the occurrence of any Event of Default, the Mortgagee shall have and may exercise with respect to the Personal Property all rights, remedies and powers of a secured party under the UCC with respect to the Personal Property including, without limitation, the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Personal Property and any part or parts thereof in any manner to the fullest extent authorized or permitted under the UCC after default by the Mortgagor, without regard to preservation of the Personal Property or its value and without the necessity of a court order, and apply the proceeds thereof first toward the payment of all costs and expenses and reasonable attorneys' fees incurred by the Mortgagee under the Note or this Mortgage and the balance toward the payment of the Note in such order or manner as Mortgagee may elect. The Mortgagee shall have, among other rights, the right to take possession of the Personal Property and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by the Mortgagee, at its option and its sole discretion, to repair, restore or otherwise prepare the Personal Property for sale, lease or other use or disposition. Notwithstanding any other requirement of the UCC as may be provided herein, the Mortgagee shall give the Mortgagor ten (10) days prior written notice of the proposed sale or other disposition of the Personal Property or any part thereof, and the Mortgagee shall not be required to give the Mortgagor any additional notice with regard to such sale or other disposition. If and when notice, if any, is required to be given to the Mortgagor, the Mortgagor agrees that if such notice is given as hereinafter provided at least ten (10) days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for the giving of such notice.

3.9 MORTGAGOR'S WARRANTIES AFTER SALE. The Mortgagor hereby authorizes and empowers the Mortgagee or the auctioneer at any foreclosure sale hereunder, for and in the name of the Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property or any part thereof sold at such foreclosure sale good and sufficient deeds of conveyance or bills of sale thereto. The Mortgagor further agrees that all such deeds of conveyance or bills of sale shall be executed by the Mortgagee as agent for the Mortgagor and that the Mortgagor shall warrant and defend forever to the purchaser or purchasers of the Mortgaged Property or any part thereof, the right, title and interest of the Mortgagor sold or conveyed thereunder.

ARTICLE IV
MISCELLANEOUS

4.1 CUMULATIVE RIGHTS AND REMEDIES. No remedy conferred upon or given to the Mortgagee under the Note, this Mortgage or any other document or instrument securing the Note is intended to be exclusive of any other remedy granted therein or herein or by law, but each such remedy shall be cumulative and shall be in addition to every other remedy granted therein or herein or now or hereafter existing at law, in equity or by statute.

4.2 FOREBEARANCE. No delay or omission of the Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

4.3 SUCCESSORS AND ASSIGNS. All rights, duties, powers and liabilities herein granted to or imposed upon the parties hereto shall extend to and bind their respective successors and assigns.

4.4 SEVERABILITY. If any term, covenant, or condition of this instrument or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this instrument or the application of such terms, covenants and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this instrument shall be valid and enforceable to the fullest extent permitted by law.

4.5 NOTICES. All notices and other communications with respect hereto shall be in writing and shall be delivered by hand, sent prepaid by Federal Express (or a comparable overnight delivery service) or sent by the United States mail, certified, postage prepaid, return receipt requested, at the addresses designated herein. Any notice or other communication delivered or sent in the manner aforesaid shall be deemed given or made (as the case may be) when such notice or other communication is actually received by the intended receipient. Any party hereto may change its address by notifying the other parties of the new address in any manner permitted by this Article 4.5. The designated addresses of the parties hereto are as follows:

(a) For the Mortgagor:

Daniel Properties XV
c/o Daniel Realty Corporation
1900 Daniel Building
Birmingham, Alabama 35233
Attention: T. Charles Tickle

with a copy to:

Stephen R. Monk
c/o Daniel Realty Corporation
1900 Daniel Building
Birmingham, Alabama 35233

(b) For the Mortgagee:

Daniel International Corporation
1900 Daniel Building
Birmingham, Alabama 35233
Attention: R. Caldwell Englund

4.6 TITLES AND CAPTIONS. The titles and captions to each article, paragraph, or section hereof are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction hereunder.

4.7 NON-RECOURSE. Anything herein, or in any other document referred to herein, to the contrary notwithstanding, neither the Mortgagor nor any of its partners (general or limited) shall be personally liable for the payment or performance of any obligation contained in the Note or this Mortgage and the sole remedy of the Mortgagee upon a default in the payment or performance of any such obligation shall be the right of the Mortgagee to foreclose this Mortgage or other security interest or collateral securing the payment thereof, it being the intent of this provision that no deficiency judgment shall be sought or taken against the Mortgagor or any of its partners (general or limited). Furthermore, neither the Mortgagor nor any of its partners (general or limited) shall be liable for any deficiency or other personal money judgment with respect to the payment of any sums which may become due under this Mortgage or under any other document referred to herein.

4.7 GOVERNING LAW. This instrument shall be governed by and construed under, the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned Mortgagor has caused its corporate general partner to have its Assistant Secretary execute this instrument on the day and year first above written.

DANIEL PROPERTIES XV, a
Virginia limited partnership

By: The Fifteenth Daniel Realty Investment Corporation, a Virginia corporation, its General Partner

By: [signature]
Its Asst. Secretary

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STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Bernard R. Shepard, whose name as Assistant Secretary of The Fifteenth Daniel Realty Investment Corporation, a Virginia corporation, as General Partner of Daniel Properties XV, a Virginia limited partnership, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as General Partner as aforesaid.

Witness my hand and official stamp or seal, this the 23rd day of October, 1984.

[Notarial Seal]

[signature]
Notary Public

My Commission Expires: 11/13/84

This instrument prepared by
and should be returned to:

Stephen R. Monk, Esq.
1900 Daniel Building
Birmingham, Alabama 35233

EXHIBIT A

A parcel of land situated in the east half of the northeast quarter of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at a capped iron pipe found at the northeast corner of said Section 1 and run thence in a southerly direction along the east line thereof for a distance of 436.03 feet to a point located in a curve to the right in the northwesterly right-of-way line of a proposed, public right-of-way leading from an existing, stubbed right-of-way lying between Lots 13 and 14 of Meadow Brook Third Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 66, to a point in the westerly right-of-way line of Meadow Brook Road located 750.38 feet southwesterly of the intersection thereof with the southerly right-of-way line of U.S. Highway 280, said curve being concave to the northwest, having a radius of 1598.48 feet, a central angle of 4°-10'-47" and a chord which forms an interior or counterclockwise angle of 120°-10'-53" with the preceding course; thence turn an angle to the right and run in a southwesterly direction with said proposed right-of-way line and along the arc of said curve for a distance of 116.61 feet to the end of said curve; thence continue to run with said proposed right-of-way line in a southwesterly direction along a line tangent to said curve for a distance of 337.88 feet to the beginning of a curve to the left, said curve being concave to the southeast, having a radius of 827.77 feet and subtending a central angle of 33°-45'-00"; thence continue to run with said proposed right-of-way line in a southwesterly direction along the arc of said curve for a distance of 487.60 feet to a point of reverse curvature located at the beginning of a curve to the right; said curve being concave to the northwest, having a radius of 966.13 feet, and subtending a central angle of 18°-15'-00"; thence continue to run with said proposed right-of-way line in a southwesterly direction along the arc of said curve for a distance of 307.73 feet to the end of said curve; thence turn an angle to the right of 67°-07'-30", as measured from the chord of said curve and, leaving said proposed right-of-way line, run in a northwesterly direction for a distance of 415.95 feet to a point located in the west line of the northeast quarter of the northeast quarter of the aforesaid Section 1; thence turn an angle to the right of 75°-38'-10" and run in a northerly direction along said west line of said quarter-quarter section for a distance of 1187.54 feet to a capped iron pipe found at the northwest corner thereof; thence turn an angle to the right of 92°-17'-01" and run in an easterly direction along the north line of said quarter-quarter section for a distance of 1327.59 feet to the point of beginning;

TOGETHER WITH all of the right, title and interest of the Mortgagor in and to that certain Non-Exclusive Access Easement Agreement dated May 1, 1984, executed by Daniel U.S. Properties, Ltd. a Virginia limited partnership, and Daniel International Corporation, a South Carolina corporation, which has been recorded in Book 356, Page 288, in the Office of the Judge of Probate of Shelby County, Alabama, with respect to the following described real property (the "Easement Property"):

BOOK 006 PAGE 355

Description of 2 abutting strips or parcels of land to be dedicated for the purposes of a public right-of-way, said strips of land being situated in the east half of the northeast quarter of Section 1, Township 19 South, Range 2 West, and in the west half of the northwest quarter of Section 6, Township 19 South, Range 1 West and running from the northwesterly limit of an existing stubbed public right-of-way lying between Lots 13 and 14 of Meadow Brook - Third Sector as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 66, to the westerly right-of-way line of Meadow Brook Road at a point located 750.88 feet southerly of the intersection thereof with the southerly right-of-way line of U.S Highway 280; said strips or parcels being more particularly described as follows:

<u>Parcel No. 1</u>

A strip of land 60.00 feet in perpendicular width lying 30.00 feet on either side of the following described centerline:

Commence at the southwesternmost corner of Lot 13 of the aforementioned Meadow Brook - Third Sector and run thence in a southwesterly direction along a projection of the northwesterly line thereof for a distance of 30.00 feet to the point of beginning of the centerline herein described; from the point of beginning thus obtained turn an angle to the right and run in a northwesterly direction along the arc of a curve to the right, said curve being concave to the northeast, having a radius of 257.31 feet, a central angle of 14°-00' and constituting an extension of the abutting curve alignment of the dedicated right-of-way, for a distance of 62.87 feet to the end of said curve; thence run in a northwesterly direction for a distance of

413.09 feet to the beginning of a curve to the right, said curve being concave to the east, having a radius of 248.24 feet and subtending a central angle of 77°-30'-00", thence run in a northerly to northeasterly direction along the arc of said curve for a distance of 335.78 feet to a point of reverse curvature of a curve to the left, said curve being concave to the northwest, having a radius of 996.13 feet, and subtending a central angle of 18°-15'-00"; thence run in a northeasterly direction along the arc of said curve for a distance of 317.29 feet to a point of reverse curvature of a curve to the right, said curve being concave to the southeast, having a radius of 797.77 feet and subtending a central angle of 33°-45'-00"; thence run along the arc of said curve in a northeasterly direction for a distance of 469.92 feet to the end of said curve; thence run in a northeasterly direction tangent to said curve for a distance of 337.88 feet to the beginning of a curve to the left, said curve being concave to the northwest, having a radius of 1628.48 feet and subtending a central angle of 21°-53'-43"; thence run in a northeasterly direction along the arc of said curve for a distance of 622.31 feet to the end of said curve and the end of the centerline herein described.

Parcel No. 2

A strip of land of varying width abutting the northeasterly limit of the hereinabove described Parcel No. 1 and extending therefrom in a northerly and easterly direction to the northwesterly right-of-way line of Meadow Brook Road as shown on a map entitled Meadow Brook, Second Sector, First Phase and recorded in the aforesaid Office of said Judge of Probate in Map Book 7, Page 65 and being more particularly described as follows:

Begin at a point located at the end of the centerline of the hereinabove described Parcel 1 and run thence in a northwesterly direction with a portion of the northeasterly limit thereof for a distance of 30.00 feet to a point; thence turn an angle to the right of 90°-00'-00" and run in a northeasterly direction for a distance of 224.87 feet to the beginning of a curve to the right, said curve being concave to the southeast, having a radius of 330.00 feet, and subtending a central angle of 80°-14'-39"; thence run in a northeasterly to southeasterly direction along the arc of said curve for a distance of 462.17 feet to the end of said curve and the beginning of a reversed curve return to the left, said curve being concave to the northeast, having a radius of 20.00 feet and subtending a central angle of 81°-22'-31"; thence running in a southeasterly to easterly direction along the arc of said curve for a distance of 28.41 feet to a point located in a curve to the left in the aforementioned northwesterly right-of-way line of the Meadow Brook Road 750.88 feet south of the intersection thereof with the southerly right-of-way line of U.S. Highway 280; thence turn an angle to the right and run in a southwesterly direction along the arc of said curve in said Meadow Brook Road right-of-way line, said curve being concave to the southeast, having a radius of 479.54 feet, subtending a central angle of 13°-36'-42" and a chord which forms an interior or counter-clockwise angle of 47°-29'-37" with the chord of the last mentioned curve, for a distance of 137.70 feet to a point located at the beginning of return curve to the left, said return curve being concave to the west, having a radius of 20.00 feet, subtending a central angle of 86°-15'-20" and having a chord which forms an interior or counter-clockwise angle of 49°-56'-01" with the chord of the last mentioned curve; thence turn an angle to the right and leaving said right-of-way line of said Meadow Brook Road, run in a northeasterly to northwesterly direction along the arc of said curve for a distance of 30.11 feet to a point of compound curvature of a curve to the left, said curve being concave to the southwest, having a radius of 228.00 feet and subtending a central angle of 53°-50'-00"; thence run in a westerly direction along the arc of said curve for a distance of 214.22 feet to a point of compound curvature of a curve to the left, said curve being concave to the southeast, having a radius of 545.00 feet and subtending a central angle of 12°-00'-00"; thence run in a southwesterly direction along the arc of said curve for a distance of 114.14 feet to the end of said curve; thence run in a southwesterly direction tangent to said curve for a distance of 30.41 feet to the beginning of a curve to the left, said curve being concave to the southeast, having a radius of 734.27, and subtending a central angle of 13°-10'-06"; thence run in a southwesterly direction along the arc of said curve for a distance of 168.76 feet to the end of said curve; thence run in a southwesterly direction tangent to said curve for a distance of 17.33 feet to a point located normal to and 30.00 feet southeasterly of the aforesaid point at the northeasterly end of the hereinabove described centerline of Parcel 1; thence turn an angle to the right of 90°-00'-00" and run in a northwesterly direction with a portion of the aforesaid northeasterly limit of said Parcel 1 for a distance of 30.00 feet to the point of beginning.

EXHIBIT "B"
PERMITTED TITLE EXCEPTIONS

1. Taxes due and payable October 1, 1985.

2. Title to all minerals underlying the NW 1/4 of the NW 1/4 of Section 6, Township 19 South, Range 1 West, with mining rights and privileges belonging thereto, as conveyed in Deed Book 66, Page 34, in the Probate Office of Shelby County, Alabama (with respect to Easement Property only).

3. Title to all minerals underlying the E 1/2 of NE 1/4, Section 1, Township 19 South, Range 2 West, with mining rights and privileges belonging thereto, as reserved in Deed Book 32, Page 48, in the Probate Office of Shelby County, Alabama.

4. Title to all minerals underlying the SW 1/4 of SW 1/4, Section 31, Township 18 South, Range 1 West, with mining rights and privileges belonging thereto, as reserved in Deed Book 28, Page 581, in the Probate Office of Shelby County, Alabama (with respect to Easement Property only)..

5. Transmission line permits to Alabama Power Company as recorded in Deed Book 109, Page 490, in the Probate Office of Shelby County, Alabama, affecting the S 1/2 of SW 1/4, Section 31, Township 18 South, Range 1 West (with respect to Easement Property only).

6. Easement to South Central Bell, as recorded in Deed Book 311, Page 432 in the Probate Office of Shelby County, Alabama, affecting the S 1/2 of SW 1/4, Section 31, Township 18 South, Range 1 West (with respect to Easement Property only).

7. Easement to South Central Bell Telephone & Telegraph recorded in Deed Book 299, Page 703, in the Probate Office of Shelby County, Alabama, affecting the S 1/2 of SW 1/4, Section 31, Township 18 South, Range 1 West (with respect to Easement Property only).

8. Right-of-way granted to Alabama Power Company recorded in Book 2, Page 792 and Book 2, Page 797, in the Probate Office of Shelby County, Alabama.

RECORDING FEES

Mortgage Tax	$ 428.40
Deed Tax	
Mineral Tax	
Recording Fee	55.00
Index Fee	1.00
TOTAL	$ 484.40