

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE AND SECURITY AGREEMENT

THIS INDENTURE, made and entered into on this the 31st day of December, 1984 by RIVERCHASE CENTER ASSOCIATES, an Alabama general partnership whose sole general partners are G-B Partnership, an Alabama general partnership whose sole general partners are Raymond D. Gotlieb and Robert L. Bohorfoush; Ingram D. Tynes; Carolyn B. Nelson; and Irby M. Cohen (herein called "Mortgagor") and State Mutual Life Assurance Company of America a Massachusetts corporation (herein called "Mortgagee"), (herein called "this mortgage"),

W I T N E S S E T H:

WHEREAS, Mortgagor is indebted to Mortgagee for money loaned in the amount of Seven Million Nine Hundred Thousand Dollars (\$7,900,000) ("Loan") as evidenced by promissory note ("Note") of even date herewith; and

WHEREAS, the Note provides for the accrual of certain portions of interest on the outstanding balance on the Loan which is not paid currently, but is accumulated and also bears interest on a compounded monthly basis, and such Interest Balance (as more fully defined in the Note) at the end of the fifth Loan Year, is approximately \$683,539.04 (subject to adjustment, as provided in the Note); and

WHEREAS, Mortgagor is desirous of securing the prompt payment of the indebtedness evidenced by said Note, and the several installments of principal and/or interest therein provided for; and

WHEREAS, Mortgagor may hereafter become indebted to said Mortgagee for additional sums loaned and/or on account of indebtedness which may accrue to Mortgagee on account of any future payments, advances or expenditures made by Mortgagee under the provisions of this mortgage; and Mortgagor wishes to execute this conveyance for the security and enforcement of the payment both of said present and any such future indebtedness;

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NOW, THEREFORE, the undersigned, in consideration of the Loan and said premises, the receipt of which is acknowledged, to secure the prompt payment of said indebtedness with interest thereon, and all renewals, extensions, modifications and replacements thereof, and the payment of any further sum or sums for which Mortgagor may hereafter become indebted to Mortgagee under the provisions hereof or otherwise, and further to secure the performance of the covenants, conditions and agreements hereinafter and in said note set forth, and those set forth in any other instruments now or hereafter securing said note, Mortgagor has bargained and sold and hereby grants, bargains, sells and conveys to Mortgagee, its successors and assigns, all that certain real estate, lying and being in Shelby County, Alabama and described in Exhibit "A" hereto, (such property and all of the property and interests hereinafter described being referred to herein as the "mortgaged premises"),

TOGETHER WITH Mortgagor's right, title and interest in all privileges and appurtenances thereunto belonging or in anywise appertaining, and all rights, title and interests, if any, of Mortgagor in and to any streets, alleys, roads or highways abutting the described premises; and

TOGETHER WITH Mortgagor's right, title and interest in all oral and written leases with, or other agreements for use and occupancy made or agreed to by, any person or entity pertaining to all or any part of the property herein mortgaged whether such leases have been heretofore or are hereafter made or agreed to and all rents, issues and profits of the mortgaged premises, the property described in this clause being hereby pledged primarily and on a parity with the mortgaged premises and not secondarily.

TOGETHER WITH all buildings and structures, now or hereafter constructed thereon, and all building materials, equipment, and fittings of every kind or character now owned or hereafter acquired by Mortgagor for the purpose of constructing buildings and structures thereon, and all improvements, fixtures

and articles of personal property now or hereafter attached to or used or adapted for use in the operation of the mortgaged premises, all of which shall be deemed part of the realty, including, but without being limited to all furniture, furnishings, carpeting, underpadding and drapes (except that owned by tenants in the mortgaged premises), heating and incinerating apparatus and equipment whatsoever, all boilers, engines, motors, dynamos, generating equipment, wiring, piping, plumbing fixtures, cooling, air conditioning, ventilating, incinerating, sprinkling, inter-communicating, vacuum cleaning systems and equipment, fire extinguishing apparatus, gas and electric fixtures, and cleaning and maintenance equipment; and

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TOGETHER WITH any awards, settlements and considerations hereafter made or given for or in anticipation of any taking of or injury to the mortgaged premises through eminent domain or otherwise, including awards or damages for change of grade, and also all proceeds, unearned premiums, dividends and other payments upon any insurance at any time provided for the benefit of Mortgagee, all of which awards, damages, settlements, considerations, proceeds, premiums, dividends and payments are hereby assigned to Mortgagee and may be at any time collected by it.

TOGETHER WITH (1) all of Mortgagor's rights further to encumber the mortgaged premises for debt except by such encumbrance which by its actual terms and specifically expressed intent shall be and at all times remain subject and subordinate to (i) any and all tenancies in existence when such encumbrance becomes effective and (ii) any tenancies thereafter created; Mortgagor hereby (i) representing as a special inducement to the Mortgagee to make the loan secured hereby that as of the date hereof there are no encumbrances to secure debt junior to this mortgage and (ii) covenanting that there are to be none as of the date this mortgage becomes of record, except in either case encumbrances having the prior written approval of Mortgagee

herein, and (2) all of Mortgagor's rights to enter into any lease or lease agreement which would create a tenancy that is or may become subordinate in any respect to any mortgage other than this mortgage. This provision shall not be construed to in any way affect or detract from any of the restrictions contained in provisions (21), (27) and (28) hereof whereby junior liens and secondary financing are not permitted without the written consent of Mortgagee.

TO HAVE AND TO HOLD all of the aforescribed property and interests in property, and every part thereof, unto Mortgagee, its successors and assigns, forever. And Mortgagor covenants with Mortgagee that it is lawfully seized of the mortgaged premises and has a good right to sell and convey the same as aforesaid; that the mortgaged premises are free of all encumbrances except as herein set out on Exhibit B which is attached hereto and incorporated herein by reference, and Mortgagor will warrant and forever defend the title to the mortgaged premises unto Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

This mortgage is made and accepted on the understanding that the following covenants, conditions and agreements shall continue in effect so long as any portion of the indebtedness hereby secured remains unpaid, to-wit:

(1) Mortgagor will pay all indebtedness secured hereby whether presently existing or hereafter incurred.

(2) Mortgagor will pay to the Mortgagee upon request and concurrently with payments of principal and interest, monthly commencing on the first day of the second month after the date hereof, and until the principal sum secured hereby is fully paid, a sum equal to taxes, assessments, and casualty insurance premiums next due on the mortgaged premises (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such taxes and assessments will become delinquent. Such

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sums shall be held by Mortgagee, without interest, to pay said taxes and special assessments, and such sums may be commingled with other assets of Mortgagee. In the event of a default in the payment of the indebtedness secured hereby or in the performance of any of the covenants, conditions and agreements hereof, Mortgagee may apply such sums collected hereunder as Mortgagee may determine and/or to such taxes, assessments and insurance premiums, as Mortgagee may elect. Mortgagor shall, promptly upon receipt, deliver to Mortgagee all bills for such taxes, assessments and insurance premiums received by Mortgagor. The Mortgagee, upon receipt of the bills, shall pay from such fund all such taxes, assessments and insurance premiums as they become due. Mortgagee shall not be required to determine the accuracy of any bill or the validity of any such taxes, assessments and insurance premiums.

All payments mentioned in the preceding subsection of this paragraph and the payments to be made on the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth and to the extent sufficient therefor:

- (i) taxes and special assessments;
- (ii) casualty insurance premiums;
- (iii) interest on the balance of the principal due and interest on the Interest Balance as defined in the Note; and
- (iv) amortization of principal hereunder; and
- (v) the Interest Balance.

Any excess funds accumulated under the provisions of this paragraph (2) remaining after payment of the items herein mentioned shall be credited at Mortgagee's option to subsequent monthly payments of the same nature required hereunder or utilized to effect an adjustment in the subsequent monthly payments; but if any such item shall exceed the estimate therefor the Mortgagor shall without demand forthwith make good the defi-

ciency. Failure to do so before the due date of such item shall be a default hereunder. If the mortgaged premises are sold under foreclosure or are otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph (2) shall be credited to the principal and/or accrued interest on the indebtedness secured by this mortgage as of the date of commencement of foreclosure proceedings or as of the date the mortgaged premises are otherwise acquired, unless such shall have been previously applied by Mortgagee in accordance with the foregoing provisions of this paragraph 2.

(3) For the benefit of Mortgagee, Mortgagor will constantly keep in force fire and extended coverage, malicious mischief, flood and rent coverage insurance policies and, when available and required by Mortgagee, other hazard insurance, with respect to any and all of the mortgaged premises in the amount of the full insurable value thereof on a replacement costs basis, and Mortgagor will also constantly keep in force liability insurance pertaining to the mortgaged premises. Such insurance policies shall contain an agreement by the issuer thereof that no party thereto may cancel or modify any policies without at least thirty (30) days' prior written notice to Mortgagee, shall be endorsed with a standard non-contributory mortgagee clause, and shall contain such other reasonable terms, provisions and endorsements as shall be satisfactory to mortgagee. All such insurance shall be provided in such reasonable manner, in such companies, in such form and substance and in such amounts as are reasonably required by Mortgagee, with loss, if any, payable to said Mortgagee as its interest may appear, and Mortgagor hereby transfers, assigns, sets over and delivers to Mortgagee the fire and other insurance policies covering the mortgaged premises and shall transfer, assign, set over and deliver any and all renewals and replacements thereof to Mortgagee with evidence of payment of all premiums no later than thirty (30) days prior to the expiration of any then existing policy, the premiums on which shall

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have been paid by Mortgagor, and it is further agreed that all such insurance and insurance policies shall be held by Mortgagee as a part of the security for said indebtedness, and, together with any insurance claims in process, shall pass to, and become the property of, the purchaser at any foreclosure sale hereunder, without the necessity of specifically describing said insurance or insurance policies or claims in process in the foreclosure notice, sale, deed or other proceedings in consummation of such foreclosure. If the Mortgagor fails to keep the mortgaged premises insured as above specified, then Mortgagee may, at its option, insure the mortgaged premises for such amounts as it shall determine against loss by fire, extended coverage and other hazards, casualties and contingencies, for its own benefit, and any amount which may be expended for premiums on such insurance policies shall be secured by the lien of this mortgage, be payable on demand of Mortgagee and bear interest at a rate equal to the Default Rate provided for in the Note from the date of payment by Mortgagee. It is further understood and agreed between the parties hereto that any sum, or sums, of money received for any damage by fire or other casualty to any part of the mortgaged premises herein conveyed may be retained by the Mortgagee and applied toward payment of the indebtedness secured by this Mortgage in such order as Mortgagee may elect either in whole or in part, or, at the option of the Mortgagee, same may be applied in payment for any repair or replacement of the mortgaged premises, upon such terms and conditions pertaining to the completion of such repairs and replacement and the payment of all costs thereof as Mortgagee shall require, without affecting the lien of this mortgage for the full amount hereby secured. Mortgagor agrees to give Mortgagee notice in writing of any damage to the mortgaged premises caused by fire or other casualty within ten (10) days after the occurrence of any such damage. In case of loss or damage the proceeds of claims under rental interruption insurance policies pertaining to the mortgaged premises shall be paid to

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Mortgagee for application to amounts due under the Note, this Mortgage and any other instruments additionally securing the indebtedness secured hereby as such amounts become due and payable, with the balance, if any, paid to Mortgagor subject to such controls as Mortgagee may reasonably impose to assure that such balance is first used, to the extent necessary, for payment of expenses of operation and maintenance of the mortgaged premises. After giving written notification to Mortgagor of its intention so to do, Mortgagee is hereby authorized (but not obligated) to act as attorney-in-fact for Mortgagor in obtaining, adjusting, settling and cancelling all insurance on the mortgaged premises, in endorsing any checks or drafts drawn by insurers of the mortgaged premises and in directing Mortgagor to endorse any such checks or drafts as Mortgagee may direct. All proceeds of insurance policies shall be paid to Mortgagee solely, and not to Mortgagor and Mortgagee jointly. Notwithstanding any other provision of this Mortgage or the Note, no application of insurance proceeds to the indebtedness shall result in a prepayment premium or have the effect of curing any default or extending the time for making any payment due hereunder or under the Note. Mortgagee shall not be held responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein regardless of the cause of such failure.

(4) The mortgaged premises including the improvements thereon shall be kept in good condition and no waste committed or permitted thereon, and Mortgagor shall permit Mortgagee and its agents to have access to the mortgaged premises at all reasonable times. Taxes and assessments or other charges which may be levied upon or accrue against said premises, as well as all other sums which may be or become liens or charges against same, shall be paid and discharged by Mortgagor promptly as and when so levied or assessed, and shall not be permitted to become delinquent or to take priority over the lien of this mortgage except as to the lien for taxes which becomes a lien before they are due and payable.

(5) No building, other improvement, fixture or personal property included in the mortgaged premises shall be structurally or materially altered, removed or demolished without the Mortgagee's prior written consent, nor shall any fixture or chattel covered by this mortgage and adapted to the proper use and enjoyment of the mortgaged premises be removed nor sold at any time without like consent unless actually replaced by an article of equal suitability and value owned by Mortgagor free and clear of any lien or security interest.

(6) 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 Mortgagor and shall not be permitted to take priority over the lien of this mortgage, provided that Mortgagor, upon first furnishing to Mortgagee such security as shall be satisfactory to Mortgagee for the payment of all liability, costs and expenses of the litigation, may in good faith contest, at Mortgagor's expense, the validity of any such lien or liens. In those instances where Mortgagee's title policy protects it against such lien or liens such title policy shall be deemed to be sufficient security. Determination of whether said title policy protects Mortgagee shall be made solely by Mortgagee and shall be binding upon Mortgagor.

(7) Any and all legal requirements of the city, town, and/or county wherein the mortgaged premises are located and any department thereof and all state and federal laws, licenses, and permits shall be fully complied with by Mortgagor.

(8) If Mortgagor fails to insure the mortgaged premises as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued or assessed upon or against the mortgaged premises or the indebtedness secured hereby, or any interest of Mortgagee in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to, inferior to, or in

parity with, the lien of this mortgage, or to keep the mortgaged premises in good repair, or to perform any other covenant, condition, or agreement of this mortgage, Mortgagee may, at its option, insure the mortgaged premises and/or pay said taxes, assessments, debts, liens and/or charges, and/or repair the mortgaged premises and/or perform such other covenant, condition or agreement and any money which Mortgagee shall have so paid or become obligated to pay in connection there with shall constitute a debt of Mortgagor to Mortgagee additional to the indebtedness hereby specially secured, shall be secured by this mortgage, shall bear interest at a rate equal to the Default Rate, provided for in the Note from the date paid or incurred, and, at the option of the Mortgagee, shall be immediately due and payable.

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(9) No failure or delay of Mortgagee to exercise any option herein given to declare the maturity of the indebtedness hereby secured shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past, present or future default on the part of Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts or charges by Mortgagee, or the making of any repairs or the performance of any other agreement, condition or covenant of this mortgage shall not be taken or construed as a waiver of its right to any remedies to which Mortgagee may be entitled including, without limitation to, the right to declare the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, debts, liens or charges or to perform any such other obligations.

(10) If Mortgagee shall be made a party to any suit involving the title to the mortgaged premises or any portion thereof hereby conveyed and employs an attorney to represent it therein, or if Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the mortgaged

premises hereby conveyed that purports to be superior to, inferior to, or in parity with, the lien of this mortgage in any respect, Mortgagor will pay to Mortgagee, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by Mortgagee the same shall be secured by the lien of this mortgage in addition to the indebtedness specially secured hereby, and shall bear interest at a rate equal to the Default Rate provided for in the Note from the date it is paid or incurred and shall be immediately due and payable.

(11) All expenses incurred by Mortgagee, including attorney's fee, in compromising, adjusting or defending against lien claims or encumbrances sought to be fixed upon the mortgaged premises hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the indebtedness hereby secured, shall bear interest at a rate equal to the Default Rate provided for in the Note from the date paid or incurred and shall be immediately due and payable.

(12) Mortgagor agrees to pay a reasonable attorney's fee to Mortgagee should the Mortgagee employ an attorney to collect any indebtedness secured by this mortgage. Whenever Mortgagor has an obligation to pay attorney's fees in this Mortgage, such fees shall also include all such fees in connection with an appeal from any judgment.

(13) Notwithstanding that the assignment of awards, settlements and considerations hereinabove referred to in the granting clauses of this mortgage shall be deemed to be self-executing, Mortgagor shall execute, at Mortgagee's request, and forthwith deliver to Mortgagee, such valid assignments in recordable form if required by Mortgagee, assigning all condemnation claims, awards, damages, settlements and considerations to Mortgagee, but not in excess of an amount sufficient to pay, satisfy and discharge all indebtedness then secured by this mortgage, including without limitation any advances made by Mortgagee as

herein provided then remaining unpaid, with interest thereon at the Default Rate provided for in the Note to the date of payment, whether such indebtedness is then due or not by the terms of said note or of this mortgage.

(14) If Mortgagor shall make default in the performance of any non-monetary covenants, agreements or conditions hereof or of any other instruments securing said indebtedness, or if Mortgagor shall default in the payment of any of the indebtedness hereby secured, Mortgagee may, in addition to any other remedies available at law or in equity to Mortgagee, proceed to collect the rent, income and profits from the mortgaged premises, either with or without the appointment of a receiver. Any rents, income and profits collected by Mortgagee prior to foreclosure of this mortgage, less the cost of collecting same, including any real estate commission or attorney's fee incurred, shall be credited to such portions of all the indebtedness secured hereby and in such order as Mortgagee may determine.

(15) In the event that any payment due under this mortgage shall become overdue for a period in excess of five (5) days, a late charge of four cents (\$0.04) for each dollar (\$1.00) of principal and interest so overdue may be charged by the Mortgagee for the purpose of defraying the expenses incident to handling such delinquent payment.

(16) It is further agreed that if Mortgagor shall fail to pay, or cause to be paid, the whole or any portion of the indebtedness secured hereby or any installment of principal and interest thereon, or any other sum the payment of which is hereby secured, as they or any of them mature, either by lapse of time, optional declaration or otherwise, in accordance with the agreements, conditions and covenants herein contained, or should default be made in the payment of any mechanic's lien, material-man's lien, insurance premiums, or taxes or assessments now, or which may hereafter be, levied against, or which may become a lien on, the mortgaged premises, or should default be made in any

of the other covenants, conditions and agreements herein contained or contained in any other instruments evidencing or securing said indebtedness, then and in that event the whole of said indebtedness, with interest thereon, and all other sums secured hereby, including the prepayment premium provided for in the Note, shall, at the option of the then holder of said indebtedness, be and become immediately due and payable and the holder of the debt hereby secured shall have the right to enter upon and take possession of the mortgaged premises and after, or without, taking such possession of the same, sell the mortgaged premises at public outcry, in front of the courthouse door of the county wherein the mortgaged premises are located, to the highest bidder for cash, either in person or by auctioneer, after first giving notice of the time, place and terms of such sale by publication once a week for three (3) successive weeks in some newspaper published in said county, and, upon the payment of the purchase money, the Mortgagee or any person conducting said sale for it is authorized and empowered to execute to the purchaser at said sale a deed to the mortgaged premises so purchased in the name and on behalf of Mortgagor, and the certificate of the holder of the mortgage indebtedness appointing said auctioneer to make such sale, shall be prima facie evidence of his authority in the premises. Alternatively, the equity of redemption from this mortgage may be foreclosed by suit in any court of competent jurisdiction as now provided by law in the case of past due mortgages. The Mortgagee, or the then holder of the indebtedness hereby secured, may bid at any such sale and become the purchaser of the mortgaged premises if the highest bidder therefor. The proceeds of any such sale referred to in either of the first two sentences of this paragraph (16) shall be applied: (a) to the expenses incurred in making the sale and in all prior efforts to effect collection of the indebtedness secured hereby, including a reasonable attorney's fee, or reasonable attorneys' fees, for such services as may be, or have been, performed in any one or

more of the foreclosure of this mortgage, of the collection of said indebtedness, and of the pursuit of any efforts theretofore directed to that end, including, but without limitation to, the defense of any proceedings instituted by the Mortgagor, or anyone liable for said indebtedness, or interested in the mortgaged premises, to prevent or delay, by any means, the exercise of said power of sale or the foreclosure of this mortgage; (b) to the payment of whatever sum or sums Mortgagee may have paid out or become liable to pay in accordance with the provisions of this mortgage, together with interest thereon at the Default Rate provided in the Note; (c) to the payment and satisfaction of said indebtedness and interest thereon to the day of sale; in such order of application to the items of indebtedness referred to in clauses (b) and (c) as the Mortgagee shall determine; and (d) the balance, if any, shall be paid over to Mortgagor, or Mortgagor's successors or assigns. In any event, the purchaser under any foreclosure sale, as provided herein, shall be under no obligation to see to the proper application of the purchase money.

(17) Following an Event of Default as defined in paragraph (32) hereof, either before or after the foreclosure sale, a receiver may be appointed by the court without notice, without regard to the solvency or insolvency of Mortgagor, the then value of the mortgaged premises or whether they are then occupied as a homestead. The receiver shall have the power to collect the rents and income from the mortgaged premises during the pendency of the foreclosure sale and, in the case of a sale and a deficiency, during the full statutory period of redemption (if any), whether there be redemption or not. The receiver shall have all other powers for the protection, possession, management and operation of the mortgaged premises which an absolute owner would have, but the net rents in the hands of the receiver shall be applied to all the indebtedness secured hereby in such order as the Mortgagee shall determine and/or to such expenses of the receivership or foreclosure suit as the court may direct.

(18) In the event of any Event of default as defined under this mortgage, irrespective of whether the right to foreclose the mortgage has accrued to Mortgagee, whether the entire debt has then been accelerated or whether foreclosure proceedings have been commenced, Mortgagee may, without notice to or demand upon Mortgagor, take possession of the mortgaged premises. While in possession of the mortgaged premises, Mortgagee shall have the following rights and powers:

(i) To collect the rents and manage, lease, alter and repair the mortgaged premises, cancel or modify existing leases, obtain insurance and in general have all powers and rights customarily incident to absolute ownership; and

(ii) To pay out of the rents so collected any management and repair charges, taxes, insurance, commissions, fees and all other expenses and, after creating reasonable reserves, apply the balance (if any) on account of the indebtedness secured hereby in such order as the Mortgagee may determine.

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Mortgagee shall incur no liability for, nor shall Mortgagor assert any claim or set-off as a result of, any action taken while Mortgagee is in possession of the mortgaged premises, except only for Mortgagee's own gross negligence. In the event no foreclosure proceedings are commenced, Mortgagee may remain in possession as long as there exists a default.

(19) In the event of the enactment of any law by the State of Alabama, after the date of this mortgage, deducting from the value of the land for the purpose of taxation any lien thereon, or imposing any liability upon Mortgagee, in respect of the indebtedness secured hereby, or changing in any way the laws now in force for the taxation of mortgages, or debts secured by mortgages, or the manner of collection of any such taxes, so as to affect this mortgage, Mortgagor shall pay continually thereafter any such obligation imposed on Mortgagee thereby (and such will be included in the payments provided for in paragraph (2),

and in the event Mortgagor fails to pay such obligation or is prohibited by law from making such payment (in the opinion of counsel for Mortgagee), the whole of the indebtedness secured by this mortgage, together with the interest due thereon, but without any prepayment premium, shall, at the option of Mortgagee, without notice to any party, become immediately due and payable.

(20) Should Mortgagor become insolvent or bankrupt; or should a receiver of Mortgagor's property be appointed and not be removed within thirty (30) days thereafter; or should Mortgagor intentionally damage or attempt to remove any improvements, fixtures or personal property upon the mortgaged premises; or should it be discovered after the execution and delivery of this mortgage that there is a defect in the title to or a lien or encumbrance of any nature on said property prior to the lien hereof, or, in case of an error or defect in the above-described note or this mortgage or in the execution or the acknowledgement thereof, or if a homestead claim be set up to said property or any part thereof adverse to this mortgage, and if the said Mortgagor shall fail, for thirty (30) days after demand by the Mortgagee, or other holder or holders of said indebtedness, to correct such defects in the title or to remove any such lien or encumbrance or homestead claim, or to correct any error in said note or this mortgage or its execution; then, upon any such default, failure or contingency, the Mortgagee, or other holder or holders of said indebtedness, or any part thereof, shall have the option or right, without notice or demand, to declare all of said indebtedness then remaining unpaid immediately due and payable, and may immediately or at any time thereafter foreclose this mortgage by the power of sale herein contained or by suit, as such Mortgagee, or other holder or holders of said indebtedness, may elect, all in accordance with the provisions of paragraph (16) hereof.

(21) 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

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or released without in anywise altering, varying or diminishing the force, effect or lien of this mortgage; and this mortgage shall continue as a first lien on the mortgaged premises and any other rights and interests covered hereby and not expressly released until all sums with interest and charges hereby secured are fully paid; and no other security now existing or hereafter taken to secure the payment of said indebtedness or any part thereof shall in any manner be impaired or affected by the execution of this mortgage; and no security subsequently taken by Mortgagee or other holder or holders of said indebtedness shall in any manner impair or affect the security given by this instrument; and all security for the payment of said indebtedness or any part thereof shall be taken, considered and held as cumulative.

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If the Mortgagor shall grant any lien of any nature on the property conveyed hereby junior to this mortgage, such junior lien shall be subject to the condition that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof, the rate of interest payable thereon, and the benefits of the security afforded hereby and by the note evidencing the indebtedness secured hereby, or any obligation contained in said note or in an instrument substituted therefor, may, without the consent of such junior lienholder, and without any obligation to give notice of any kind thereto, be changed, increased, extended, reextended or suspended on any terms whatsoever for the payment of the indebtedness secured hereby. This provision shall not be deemed to permit Mortgagor to create further liens on the mortgaged premises without the prior written consent of the holder of the note secured by this mortgage.

(22) Mortgagor agrees for itself and any and all persons or concerns claiming by, through or under Mortgagor that if it or any one or more of them shall hold possession of the mortgaged premises or any part thereof subsequent to foreclosure hereunder, it or the parties so holding possession shall become

and be considered as tenants at will of the purchaser or purchasers at such foreclosure sale, and any tenant failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for reasonable rental of the mortgaged premises, and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages which may be sustained by any such tenant as a result thereof are hereby expressly waived. Nothing herein shall be deemed to limit the applicability and enforceability of any subordination or non-disturbance and attornment agreements which may be entered into between Mortgagee and tenants.

(23) The mortgaged premises are improved with buildings being used for office space which is leased to various tenants. By an agreement executed contemporaneously herewith Mortgagor has assigned all leases presently existing, or hereafter made, including without limitation, rentals payable in respect thereof, to Mortgagee as additional security for the repayment of the indebtedness secured hereby. Mortgagor agrees not to permit any lease to be made of any portion or all of the mortgaged premises, without the prior written consent of Mortgagee as to the form and content of each such lease, including, without limitation, the tenant thereunder, rental and other financial terms thereof and the term thereof, and not permit any modification, surrender, termination or concession with respect to any approved or existing lease without the prior written consent of Mortgagee. Mortgagor agrees not to collect rent under any of said leases for more than each current month in advance and to faithfully perform the covenants imposed on Mortgagor by the said leases and by said Assignment of Leases, and agrees that any default in the performance of the obligations under any of said leases and/or Assignment of Leases shall constitute a default under the provisions of this mortgage and shall entitle Mortgagee to all remedies provided herein in the event of default hereunder.

(24) Mortgagor shall furnish to Mortgagee within ninety (90) days after the close of each fiscal year of Mortgagor a certified audited annual statement of the operation of the mortgaged premises which shall include, without limitation, a detailed statement of income and expenditures. Such statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall be certified and prepared by a certified public accountant acceptable to Mortgagee.

(25) Mortgagor covenants and agrees to provide and maintain, during the term of the loan secured hereby, paved parking area on the mortgaged premises sufficient to comply with all governmental requirements.

(26) Mortgagor and Mortgagee are respectively the Debtor and Secured Party in certain Uniform Commercial Code Financing Statements covering personal property referred to or described herein; and it is agreed that:

(a) This instrument shall also constitute a Security Agreement under the Uniform Commercial Code as in force in the State of Alabama.

(b) In order to further secure the payment of the indebtedness described herein and the performance of all the obligations, agreements, terms and conditions of this Mortgage and of the Note and any other loan instruments, the Mortgagor hereby grants to Mortgagee a security interest in all goods, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Mortgagor now or hereafter attached or affixed to or used in and about the building or buildings now or hereafter erected or placed on the property and intended to be attached thereto or installed therein, together with all accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all of which is hereinafter collectively called the "Collateral," and together with all proceeds of the Collateral.

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(c) Mortgagor represents that it is the owner of the Collateral and has good right and authority to grant a security interest in the Collateral, that there is no presently outstanding adverse lien, security interest or encumbrance in or on the Collateral or its proceeds (except for the security interest granted in this mortgage), and that there is no financing statement covering the Collateral or its proceeds on file in any public office; and Mortgagor agrees not to permit any adverse lien, security interest, encumbrance, or financing statement to be outstanding with respect to the Collateral (except for the security interest granted in this mortgage).

(d) So long as the indebtedness secured hereby or any part thereof remains unpaid, Mortgagor covenants and agrees with the Mortgagee as follows:

(i) Mortgagor shall account fully and faithfully for and, if the Mortgagee so elects, shall promptly pay or turn over to the Mortgagee the proceeds in whatever form received from the disposition in any manner of any of the Collateral. Mortgagor shall at all times keep any proceeds from the Collateral separate and distinct from other property of Mortgagor and shall keep accurate and complete records of such proceeds.

(ii) Mortgagor shall sign and execute alone or with the Mortgagee any financing statement or other document or procure any document, and pay all reasonably connected costs, deemed advisable by the Mortgagee to protect the security interest hereunder against the rights or interests of third persons.

(iii) The Collateral will be used in the business of Mortgagor and shall remain in Mortgagor's possession or control at all times at Mortgagor's risk of loss and shall be located and maintained on the property described herein except for its temporary removal in connection with its ordinary use or unless Mortgagor notifies the Mortgagee in writing and the Mortgagee consents in writing in advance of its removal to another location.

(e) Upon the occurrence of any default under this mortgage or under the Note or under the other loan instruments, Mortgagee may, with respect to the Collateral, exercise its rights of enforcement under the Uniform Commercial Code; and, in conjunction with, in addition to, or in substitution for those rights and remedies and all other rights and remedies provided under this instrument:

(i) Mortgagee may enter upon any premises of the Mortgagor to take possession of, assemble and collect the Collateral; and

(ii) Mortgagee may require Mortgagor to assemble the Collateral and make it available at a place the Mortgagee designates which is mutually convenient to allow the Mortgagee to take possession or dispose of the Collateral; and

(iii) Mortgagee may remedy any default in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default; and

(iv) Written notice mailed to Mortgagor as provided herein five (5) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; and

(v) Any sale of all or any part of the Collateral shall be deemed to have been conducted in a commercially reasonable manner if held contemporaneously with, or included with, the sale of real property described herein under power of sale as provided in this Mortgage; and

(vi) In the event of a sale, whether made by Mortgagee under the terms hereof, or under judgment of a court, the Collateral and all other property constituting the premises may, at the option of the Mortgagee, be sold as a whole or in part; and

(vii) It shall not be necessary that the Mortgagee take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this paragraph is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale.

(f) The Collateral is intended to be and shall be subject to all the other provisions of this instrument, and the terms and provisions of this paragraph shall not in any way limit any rights or remedies of the Mortgagee with respect to the Collateral under other provisions of this instrument.

(27) Mortgagor covenants and agrees that, so long as the indebtedness secured by this mortgage is outstanding, there will be no secondary financing, mortgage or encumbrance with respect to the mortgaged premises without Mortgagee's prior written approval. Any violation of this covenant shall entitle Mortgagee to accelerate the indebtedness secured hereby, and, in the event of any default by Mortgagor in the payment thereof, Mortgagee shall be entitled to exercise the remedies herein

provided the Mortgagee in the case of default in the observance of and compliance with the terms and conditions of this mortgage.

(28) The original Mortgagor hereunder is an Alabama general partnership, whose sole general partners are set forth on page 1 of this Mortgage and Security Agreement. Except as otherwise provided in this paragraph, any change in the present ownership of all or any part of the mortgaged premises or any interest therein or in the partners comprising the partnership which is the Borrower or in the partners of G.B. Partnership or any encumbrance, pledge, transfer or other alienation upon or of the mortgaged premises or any ownership interest in Mortgagor or in G.B. Partnership (but only to the extent that any such as to G.B. Partnership affects or relates to the mortgaged premises or the interest of G.B. Partnership in Mortgagor) shall, at the option of the Mortgagee, constitute an Event of Default hereunder. Notwithstanding the foregoing, either or both Raymond D. Gotlieb and Robert L. Bohorfoush, as sole general partners of G.B. Partnership shall have the right to transfer their respective partnership interests in G.B. Partnership, to themselves and thereby hold individually equivalent partnership interests in Mortgagor. In the event that Mortgagee shall give its consent to any such change, encumbrance, pledge, transfer or other alienation as is referred to in this paragraph, the provisions of this paragraph will continue to apply with respect to any further change in the ownership of all or any part of the mortgaged premises or any interest therein or of the then Mortgagor and any further encumbrance, pledge, transfer or other alienation upon or of the mortgaged premises or any ownership interests in the then Mortgagor. Mortgagee will agree to the first transfer, provided that (i) Mortgagee approves of the purchaser (such approval to be based upon the credit, reputation, financial strength, real estate experience, management ability, and any other criteria Mortgagee feels necessary for such transaction) and the terms of any secondary financing involved, (ii) Mortgagor pays a 1% transfer fee,

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and (iii) this mortgage is appropriately amended, in a manner and to the extent required by Mortgagee in order to more specifically provide for the continuing application of the provisions of this paragraph to the then Mortgagor. Mortgagor shall at all times engage a professional manager for the mortgaged premises acceptable to Mortgagee (it being understood that Metropolitan Properties, Inc. is acceptable as such professional manager) pursuant to a Management Agreement acceptable to Mortgagee. Mortgagee shall approve of any change in such professional management of the subject property.

(29) Mortgagee shall have the first opportunity to provide the financing for any future development by Mortgagor on adjacent land owned by Mortgagor. Each time it proposes to develop a portion of the adjacent land, Mortgagor shall submit to Mortgagee a letter which states the type of financing, the term and rate desired and such other information as may be reasonably necessary for Mortgagee to make an informed decision. Mortgagee, within ten (10) working days after receipt, will either request Mortgagor to file a formal loan application or decline to pursue the proposed financing. Following receipt of a formal application, Mortgagee will approve or reject such application within thirty (30) calendar days. If Mortgagee rejects the preliminary submission or the formal loan application, Mortgagor may proceed to submit to other lenders loan requests containing substantially the same terms and conditions as presented to Mortgagee.

(30) Mortgagor represents to Mortgagee that the mortgaged premises are located within the City limits of Hoover, Alabama, and that they comply with all such governmental zoning ordinances. In the event the mortgaged premises shall hereafter become subject to any such ordinances under which the mortgaged premises and/or the use thereof is placed in a "Grandfather" status, Mortgagor shall provide and maintain such insurance endorsements as Mortgagee shall require including without limitation demolition and contingent liability endorsements.

(31) Mortgagor agrees to execute or cause to be executed and deliver or cause to be delivered to Mortgagee on reasonable notice any further security agreements, financing statements, other agreements and assurances of title deemed advisable by Mortgagee to effectuate, confirm and evidence a first lien on and a validly perfected paramount security interest in the mortgaged premises. Mortgagor covenants and agrees to pay when due any recording fees or taxes in connection with recording this mortgage, including, without limitation, any such fees or taxes on the Interest Balance (as defined in the Note).

(32) The Mortgagor recognizes that, during the term of this Mortgage, the Mortgagee:

(a) May be involved in court or administrative proceedings, including, without limitation, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, condemnation, housing authority or pollution control proceedings of any kind, to which Mortgagee may be a party by reason of this mortgage or the indebtedness secured hereby or in which the mortgaged premises are involved directly or indirectly; or

(b) May make precautions and take any action for the commencement of any suit for the foreclosure hereof or for the exercise of any remedies under this mortgage or under the Assignment of Leases executed concurrently herewith, which may or may not be actually commenced; or

(c) May make preparations for the defense of any threatened proceeding which might affect the mortgaged premises or the priority, validity or effectiveness of the lien created or intended to be created hereby, which proceeding may or may not be actually commenced; or

(d) May enter into negotiations with Mortgagor or agents of Mortgagor in connection with the existence of or the curing of any default, the assumption of liability for any of the indebtedness represented by the Note, the transfer of the mortgaged premises in lieu of foreclosure, or the obtaining of Mortgagee's approval of actions taken or proposed to be taken by the Mortgagor or its agents which approval is required by the terms of this mortgage or said Assignment of Leases.

All reasonable expenditures (which may be estimated as to items to be expended after sale under power of sale or after judgment) made by Mortgagee in connection with any of the foregoing for attorneys' fees and expenses, appraisers' fees and expenses, expert evidence, expenses of procuring title examinations, poli-

cies and certificates, court costs, and all other like and unlike costs which the Mortgagee deems to be reasonably necessary or desirable, shall be paid by the Mortgagor.

(33) Whenever used in this Mortgage or in the Promissory Note which this Mortgage secures or in any other security document given to secure the Note, the words "default" or "Event of Default" shall mean the failure of Mortgagor to make any payment of principal and/or interest on said Note, or any other monetary payment required thereunder or hereunder, on the due date, or the failure by Mortgagor to abide by any other covenant or fail to meet any other obligations contained herein or therein. Each of the following events shall constitute a default under this Mortgage in addition to any other and shall entitle Mortgagee to all of the rights and remedies referred to in this mortgage, including without limitation, paragraph 16 hereof:

(a) The failure of Mortgagor to make any payment required under the Note or hereunder as the same shall become due and payable;

(b) The failure of Mortgagor to perform in a full and timely manner any of the obligations, agreements, terms or conditions of this mortgage, the Note or any of the other documents now or hereafter executed to secure the Note, including without limitation the Assignment of Leases and Rents of even date herewith ("Loan Instruments");

(c) The untruth of any representation made herein or the breach of any Mortgagor's warranties contained herein or in any of the other Loan Instruments or in the loan commitment dated December 14, 1984;

(d) Any uninsured loss, damage, destruction or the taking by eminent domain or other condemnation proceedings of any substantial portion of the mortgaged premises or of any part of the mortgaged premises which materially impairs any of the present or then existing uses of the mortgaged premises;

(e) The attachment of a levy or execution upon all or any part of the mortgaged premises which is not dismissed within thirty (30) days;

(f) The appointment of a trustee or conservator of all or any part of the mortgaged premises or of Mortgagor's business pertaining to the operation of the mortgaged premises which is not dismissed within thirty (30) days;

(g) The occurrence of any of the following events:

(i) An admission in writing by Mortgagor or any guarantor of the Note of inability to pay debts as they become due;

(ii) The institution by Mortgagor or any such guarantor of bankruptcy, reorganization, insolvency or arrangement proceedings of any kind under federal bankruptcy statutes or any similar law (state or federal) now or hereafter existing;

(iii) The institution against the Mortgagor or any such guarantor of bankruptcy, reorganization, insolvency or arrangement proceedings of any kind under federal bankruptcy statutes or any similar law (state or federal) now or hereafter existing which proceedings are not dismissed within sixty (60) days of filing;

(iv) The making of a general assignment for the benefit of creditors by the Mortgagor or any such guarantor;

(v) The issuance of a writ or warrant of attachment or any similar process against all or a major part of the mortgaged premises which is not stayed within sixty (60) days of issuance or the lapse of any such stay.

(34) If Mortgagor shall pay the indebtedness secured by this mortgage and shall reimburse Mortgagee, its successors and assigns, for any amounts it may have expended pursuant to any authorizations contained in this Mortgage, including, without limitation, sums spent in payment of taxes, assessments, insurance, other liens, and repairs, and interest thereon, and shall pay any other sums required to be paid by it under any of the provisions of this Mortgage, and shall do and perform all other acts and things herein agreed to be done, this conveyance shall be null and void; otherwise it shall remain in full force and effect.

(35) Except as otherwise provided in the Note and the Guaranty Agreement of even date herewith and subject to the terms thereof, each of which provides for individual liability of the partners of Mortgagor, individually and in their capacity as partners, Mortgagee agrees for itself and its successors and assigns that neither Mortgagee or any of its successors or assigns will at any time bring any action, suit or proceeding against Mortgagor, Raymond D. Gotlieb, Robert L. Bohorfoush, Ingram D.

Tynes, Carolyn B. Nelson, and Irby M. Cohen, to recover a money judgment for any sum due hereunder, except an action to foreclose this mortgage, and Mortgagee waives its right to a deficiency judgment against Mortgagor, Raymond D. Gotlieb, Robert L. Bohorfoush, Ingram D. Tynes, Carolyn B. Nelson, and Irby M. Cohen, in any foreclosure proceeding for the collection of the indebtedness, and agrees to look solely to all security granted to Mortgagee for any deficiency; provided, however, Mortgagor, and any successor in title, shall be subject to personal liability to the extent that (i) payments in the nature of security for the performance of lessee's obligations under any lease of all or any part of the mortgaged premises are held, at the time of any default hereunder, or the rents, issues and profits of the mortgaged premises are received or collected by such party in advance other than for each current month in advance, (ii) rents, issues and profits of the mortgaged premises are received or collected after any default herein and are not properly applied to the Loan or to the normal operating expenses of the mortgaged premises, (iii) there shall be any material misrepresentation made herein or in any Loan Instrument or in the loan commitment referred to herein, or (iv) any condemnation or casualty insurance proceeds shall be misapplied. Nothing in this clause shall be deemed to be a release or impairment of the indebtedness or of the lien upon the property given to secure the indebtedness, or shall preclude Mortgagee from foreclosing this mortgage in case of any default or from enforcing any of its rights except as stated in this clause, or shall prejudice the rights of the holder of the note secured hereby as to any of the conditions of the Note, this mortgage or other Loan Instruments.

(36) Wherever and whenever in this mortgage it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be given or served, and shall not be deemed to have been given or served unless in writing and forwarded by registered or certified mail, return receipt requested, addressed as follows:

To Mortgagor: Riverchase Center Associates
c/o Metropolitan Properties, Inc.
No. 2 Metroplex Drive, Suite 500
Birmingham, Alabama 35209

Attn: Raymond D. Gotlieb

With a copy to: Robert L. Bohorfoush
3405 Pine Ridge Road
Birmingham, Alabama 35213

And a copy to: Carolyn B. Nelson
c/o Metropolitan Properties, Inc.
No. 2 Metroplex Drive, Suite 500
Birmingham, Alabama 35209

To Mortgagee: State Mutual Life Assurance
440 Lincoln Street
Worcester, Mass. 01605

Attn: Real Estate Investments

or to such other address as either party may have given to the other by notice as hereinabove provided.

(37) Singular or plural words used herein to designate the Mortgagor shall be construed to refer to the maker or makers of this mortgage; whether one or more persons or a corporation, and all covenants and agreements herein contained shall bind the heirs, executors, administrators of Mortgagor, and their successors and assigns in title, and every option, right and privilege herein reserved or secured to Mortgagee shall inure to the benefit of its successors and assigns. All references herein to "Mortgagor" and "Mortgagee" shall include all such respective heirs, executors, administrators, and successors and assigns in title of Mortgagor and successors and assigns of Mortgagee.

(38) The unenforceability or invalidity of any provision or provisions of this mortgage shall not render any other provision or provisions herein contained enforceable or invalid. All rights or remedies of Mortgagee hereunder are cumulative and not alternative, and are in addition to those provided by law; and if any application of any term, restriction or covenant to any person or circumstance is deemed unenforceable or invalid the application of such term, restriction, or covenant to any other person or circumstances shall remain unaffected to the extent permitted by law.

(39) This mortgage shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed for and in its name by its duly authorized general partners on this, the 31st day of December, 1984.

RIVERCHASE CENTER ASSOCIATES, an
Alabama General Partnership

By: G-B PARTNERSHIP

By Raymond D. Gotlieb
Raymond D. Gotlieb
General Partner

By Robert L. Bohorofoush
Robert L. Bohorofoush
General Partner

Constituting all its General
Partners

BY: Ingram D. Tynes
Ingram D. Tynes

BY: Carolyn B. Nelson
Carolyn B. Nelson

BY: Irby M. Cohen
Irby M. Cohen

CONSTITUTING ALL ITS GENERAL
PARTNERS

STATE OF ALABAMA)
COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Raymond D. Gotlieb and Robert L. Bohorofoush, whose names as general partners of G-B Partnership, an Alabama general partnership acting in its capacity as general partner of Riverchase Center Associates, an Alabama general partnership, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacities as general partners of G-B Partnership acting in its capacity as general partner of Riverchase Center Associates, executed the same voluntarily for the aforesaid purposes on the day the same bears date.

Given under my hand and official seal this 31st day of December, 1984.



[NOTARIAL SEAL]

[Signature]
NOTARY PUBLIC

My Commission Expires: 10/8/86

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned Notary Public in and for County in said State, hereby certify that Ingram D. Tynes, Carolyn B. Nelson, and Irby M. Cohen, whose names as general partners of Riverchase Center Associates, an Alabama general partnership, are signed to the foregoing instrument and who are known to me to be such general partners, acknowledged that they, being informed of the contents of the instrument, executed the same voluntarily as such general partners on the day the same bears date.

Given under my hand and official seal this 31st day of December, 1984.



NOTARY PUBLIC

[NOTARIAL SEAL]

My Commission Expires: 10/8/86



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This instrument was prepared by J. Fred Powell, Attorney at Law, 1600 Bank for Savings Building, Birmingham, Alabama 35203.

EXHIBIT "A"

LEGAL DESCRIPTION:

A parcel of land situated in the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 19, Township 19, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 19; thence run West and along the South boundary of said Southeast/Northeast, a distance of 2723.44 feet; thence run Southerly and at right angles to said South boundary a distance of 84.39 feet to the point of beginning, said point of beginning lying on the South right-of-way of Parkway Office Circle; thence run Easterly and along said right-of-way (curving to the right and having a radius of 420.00 feet) a chord distance of 152.58 feet to the point of tangency of said curve; thence run Southeasterly along said right-of-way a distance of 229.05 feet; thence continue Southeasterly and along said right-of-way (curving to the left and having a radius of 930.00 feet) a chord distance of 310.16 feet to the point of tangency of said curve; thence run Easterly and along said right-of-way a distance of 218.73 feet; thence run Southeasterly along said right-of-way (curving to the right and having a radius of 570.00 feet) a chord distance of 198.98 feet to the Northeast corner of this described property; thence with an interior angle of 76 degrees 52 minutes 12 seconds run Southwesterly a distance of 604.89 feet to the North right-of-way of Riverchase Office Road; thence run Northwesterly and along said right-of-way (curving to the left and having a radius of 300 feet) chord distance of 29.99 feet to the point of tangency of said curve; thence run Westerly and along said right-of-way a distance of 104.38 feet; thence run Northwesterly and along said right-of-way (curving to the right and having a radius of 370.00 feet) a chord distance of 170.34 feet to the point of tangency of said curve; thence run Northwesterly and along said right-of-way a distance of 95.64 feet; thence run Westerly and along said right-of-way (curving to the left and having a radius of 530.00 feet) a chord distance of 471.95 feet to the point of tangency of said curve; thence run Southwesterly and along said right-of-way a distance of 10.94 feet; thence run Northwesterly and along said right-of-way (curving to the right and having a radius of 25.00 feet) a chord distance of 35.35 feet to the point of tangency of said curve; said point of tangency lying on the East right-of-way of Riverchase Parkway East; thence run Northwesterly and along said East right-of-way a distance of 30.19 feet; thence run Northwesterly and along said right-of-way (curving to the left and having a radius of 661.41 feet) a chord distance of 189.16 feet to a point being the Southwest corner of this described parcel; thence run Northeasterly a distance of 532.82 feet to the point of beginning.

Situated in Shelby County, Alabama.

According to survey of David B. Herndon, Reg. No. 14105, dated December 26, 1984.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Taxes for 1985 and subsequent years.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities, relating thereto, as to that part of subject property lying in the NW 1/4 of SE 1/4, Section 19, Township 19 South, Range 2 West.
3. Oil, gas, petroleum and sulfur rights reserved in instrument recorded in Deed Book 127, Page 140, in the Probate Office of Shelby County, Alabama, as to that part of Subject property lying in the E 1/2 of SE 1/4; SW 1/4 of SE 1/4; and Ne 1/4 of SW 1/4, Section 19, Township 19 South, Range 2 West.
4. Agreement with Alabama Power Company as recorded in Misc. Book 15, Page 401, in the Probate Office of Shelby County, Alabama.
5. Agreement between Harbert-Equitable Joint Venture and Blue Cross and Blue Shield of Alabama, recorded in Misc. Book 19, Page 690, and modified in Misc. Book 43, Page 82, in the aforesaid Probate Office.
6. 30-foot power line easement to Alabama Power Company as shown on survey of Morin Engineering, Inc., dated December 26, 1984.
7. 10-foot utility easement over the Northwesterly side designated as Easement No. 1, 20-foot drainage easement over the Northerly side designated as Easement No. 2, and 10-foot utility easement over the Northwesterly side designated as Easement No. 3, all according to the survey of David R. Herndon, Reg. No. 14105, dated December 26, 1984.
8. Declaration of Protective Covenants, Agreements, Easement, Charges and Liens for Riverchase (Business), recorded in Misc. Book 19, Page 633, in the Probate Office of Shelby County, Alabama.
9. Restriction as to use as office and warehouse as shown in Item 6 in deed recorded in Deed Book 352, Page 742, in the Probate Office of Shelby County, Alabama.
10. Transmission line permit to Alabama Power Company as recorded in Deed Book 357, Page 98, in the Probate Office of Shelby County, Alabama.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1984 DEC 31 AM 11: 23
Thomas A. Henderson, Jr.
JUDGE OF PROBATE

Orig. Fee - 11,850.00
Rec. 80.00
Ind. 1.00

11,931.00