

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

MORTGAGE AND SECURITY AGREEMENT

THIS INDENTURE made this 23rd day of January, 1985 between CEDARFIELDS FARM PARTNERSHIP, an Alabama general partnership whose Partnership Agreement is recorded at Real 27, Page 279, in the Office of the Judge of Probate, Jefferson County, Alabama (hereinafter called the "Borrower,"), Mortgagor, and WILLIAM K. MURRAY, AS TRUSTEE under that certain Trust Indenture dated October 25, 1971, and recorded in Book 2, Page 451, in the Office of the Judge of Probate, Shelby County, Alabama (hereinafter called the "Lender"), Mortgagee.

W I T N E S S E T H:

WHEREAS, Borrower is justly indebted to Lender in the principal sum of Two Hundred Forty Five Thousand and No/100 Dollars (\$245,000.00), as evidenced by a note (the "Note") bearing even date herewith, payable to said Lender, with interest thereon, as otherwise therein.

In addition to the said \$245,000.00 principal amount with interest, this Mortgage shall also secure any amendments, renewals or extensions thereof, however or whenever given, and of every character whatsoever.

NOW, THEREFORE, the undersigned, in consideration of the indebtedness above mentioned, and to secure the prompt payment of same, with the interest hereon, and any extensions or renewals of same, and any charges therein incurred by Lender on account of Borrower, including but not limited to attorney's fees, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, have bargained and sold and do hereby grant, bargain, sell, alien and convey unto the Lender, its successors and assigns, the following described land, real estate, buildings, improvements, fixtures and other property (which as the same may be from time to time constituted is hereinafter sometimes referred to as the "Mortgaged Property") to-wit:

(a) All that tract or parcel or parcels of land situated in Shelby County, Alabama and more particularly described in Schedule "A" attached hereto and made a part hereof; and,

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Schedule "A," and all fixtures, fittings, building materials,

BOOK 046 PAGE 003

machinery and equipment of every nature whatsoever now or hereafter owned by the Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to the foregoing, whether such fixtures, fittings, building materials, machinery and equipment are actually located on or adjacent to the property described in Schedule "A" or not and whether in storage or otherwise wheresoever the same may be located.

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:

(a) All rents, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Borrower, however, so long as Borrower is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and,

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply to all such sums or any part thereof so received, after payment of all its expenses, including costs and attorney's fees, on the indebtedness secured

hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender, its successors and assigns forever, subject however to the terms and conditions herein:

PROVIDED, HOWEVER that these presents are upon the condition that, if the Borrower shall pay or cause to be paid to the Lender the principal and interest payable in respect to the Note, together with any renewals or extensions thereof, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Borrower, and shall pay all charges incurred herein by Lender on account of Borrower, including, but not limited to, attorney's fees, and shall keep, perform and observe all and singular the covenants, conditions and agreements in the Note and in this Mortgage expressed to be kept, performed, and observed by or on the part of the Borrower, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease, determine and be void, but shall otherwise remain in full force and effect.

AND the Borrower covenants and agrees with the Lender as follows:

ARTICLE I

1.01 Purchase Money Mortgage. This is a purchase money mortgage.

1.02 Performance of Note and Mortgage. The Borrower will perform, observe and comply with all provisions hereof and of the Note secured hereby, and will duly and punctually pay to the Lender the sum of money expressed in the Note with interest thereon and all other sums required to be paid by the Borrower pursuant to the provisions of this Mortgage, all without any deductions or credit for taxes or other similar charges paid by the Borrower.

1.03 Warranty of Title. Borrower hereby warrants that it is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged and has good and absolute title to all existing personal property hereby mortgaged and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances whatsoever including, as to the personal property and fixtures, conditional sales contracts,

chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Borrower shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever. The individual general partners of Borrower warrant that neither said property nor any part of it constitutes their homestead and that no other person has any interest of any description with respect to said property.

1.04 Taxes, Utilities and Liens.

(a) The Borrower will pay promptly, when and as due, and, if requested, will promptly exhibit to the Lender receipts for the payment of, all taxes, assessments, water rates, utility charges, dues, charges, fines, penalties, costs and other expenses incurred, and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Lender in the Mortgaged Property, or any charge, which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage for any amounts secured hereby or would have priority of equality with this Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof.

(b) The Borrower shall promptly pay and will not suffer any mechanic's, materialman's, laborer's, statutory or other lien to be credited or to remain outstanding upon any of the Mortgaged Property.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Lender, the entire balance of the principal sum secured by this Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Lender.

1.05 Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damages or taking by any governmental authority, and any transfer by

private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of the Lender become immediately due and payable. The Lender shall be entitled to all compensation, awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceedings relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Borrower to the Lender, who, after deducting therefrom all its expenses, including attorney's fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Lender shall be paid to the Borrower. The Borrower agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require.

1.06 Care of the Property.

(a) The Borrower will preserve and maintain the Mortgaged Property in good condition and repair, and will not commit or suffer any waste and will not 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.

(b) Except as otherwise provided herein, no buildings, fixtures, personal property, or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender. The Borrower may sell or otherwise dispose of, free from the lien of this Mortgage, equipment, tools, appliances, machinery, fixtures or appurtenances, subject to the lien hereof, which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, upon replacing the same by, or substituting for the same, other equipment, tools, appliances, machinery, fixtures, or appurtenances not necessarily of the same character, but of at least equal value to the Borrower and costing not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien of this Mortgage.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the

Borrower will give immediate written notice of the same to the Lender.

(d) The Lender is hereby authorized to enter upon and inspect the Mortgaged Property at any time during daylight hours.

(e) The Borrower 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.

(f) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Borrower will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefor. If a part of the Mortgaged Property shall be physically damaged through condemnation, the Borrower will promptly restore, repair or alter the remaining property in a manner satisfactory to the Lender.

BACK 016 PAGE 608

1.07 Leases Affecting Mortgaged Property. The Borrower will comply with and observe its obligations as landlord under all leases affecting the Mortgaged Property or any part thereof. If requested by Lender, Borrower will furnish Lender with executed copies of all leases now or hereafter created on said premises, and all leases now or thereafter entered into will be in form and substance subject to the approval of Lender. Borrower will not accept payment of rent more than two (2) months in advance without the express written consent of Lender. If requested by the Lender, the Borrower will assign to the Lender as additional security any and all such leases whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the premises from time to time accruing, and will not cancel, surrender or modify any lease so assigned without the written consent of the Lender.

1.08 Expenses. The Borrower will pay or reimburse the Lender for all reasonable attorney's fees, costs and expenses incurred by the Lender in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which the Lender is made a party, or appears as party plaintiff or defendant, affecting the Note, this Mortgage, Borrower or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof; and

any such amounts paid by the Lender shall be added to the indebtedness and secured by the lien of this Mortgage.

1.09 Performance by Lender of Defaults by Borrower.

If the Borrower shall default in the payment of any tax, lien, assessment or charge levied or assessed against the premises; in the payment of any utility charge, whether public or private; or in the performance or observance of any covenants, condition or term of this Mortgage, then the Lender, at its option, may perform or observe the same, and all payments made or expenses incurred by the Lender in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Borrower to the Lender with interest thereon at the rate of ten percent (10%) per annum. The Lender shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium; of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Lender is hereby empowered to enter and to authorize others to enter upon the premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Borrower or any person in possession holding under the Borrower.

1.10 Estoppel Affidavits. The Borrower within ten (10) days after written request from the Lender shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Note and whether or not any offsets or defenses exist against such principal and interest.

1.11 Alienation or Sale of Mortgaged Property. The Borrower shall not sell, assign, encumber, or otherwise convey the Mortgaged Property without obtaining the express written consent of the Lender at least thirty (30) days prior to such conveyance. If the Borrower should sell, assign, encumber or convey all, or any part of, the Mortgaged Property without such consent by Lender, then, in such event, the entire balance of the principal sum secured by this Mortgage and all interest accrued shall without notice become due and payable forthwith at the option of the Lender.

ARTICLE II

2.01 Event of Default. The term Event of Default, wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure by the Borrower to pay as and when due and payable any amounts of principal, interest or escrow deposits due on the Note or due on any other indebtednesses secured hereby, which failure shall continue after ten (10) day's written notice given by Lender; or,

(b) Failure by the Borrower to duly observe any other covenant, condition or agreement of this Mortgage, which shall continue after thirty (30) days written notice given by Lender; or,

(c) The filing by the Borrower or any one or more of its general partners of a voluntary petition in bankruptcy or the Borrower's or any one or more of its general partner's adjudication as a bankrupt or insolvent, or the filing by the Borrower or any one or more of its general partners of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Borrower's or any one or more of its general partner's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of the Borrower or any one or more of its general partners or of all of the rents, revenues, issues, earnings, profits or income thereof, or 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; or,

(d) The entry by a court of competent jurisdiction of any order, judgment, or decree approving a petition filed against the Borrower or any one or more of its general partners 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 an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Borrower or any one or more of its general partners or of all or any substantial part of the Mortgaged Property or of any or all of

the rents, revenues, issues, earnings, profits or income thereof without the consent or acquiescence of the Borrower or its general partners, respectively, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or,

(e) The interest of the Lender in the Mortgaged Property, or any part thereof, becoming endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred, then the entire principal amount of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Lender, become due and payable without notice or demand, time being of the essence; and any omission on the part of the Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.

2.03 Right of Lender to Enter and Take Possession.

(a) If any Event of Default shall have occurred and be continuing, the Borrower, upon demand of the Lender, shall forthwith surrender to the Lender the actual possession, and if and to the extent permitted by law, the Lender may enter and take possession of all the Mortgaged Property, and may exclude the Borrower and its partners, agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, the Lender may hold, store, use, operate, manage, and control the Mortgaged Property and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property and exercise all the rights and powers of the Borrower in its name or otherwise, with respect to the same; (iii) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Lender, all as the Lender from time to time may determine to be to its best advantage; and the Lender may collect and receive all the income, revenues, rents, issues and profits of the

same including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other charges prior to the lien of this Mortgage as the Lender may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agent of the Lender; shall apply the remainder of the monies so received by the Lender, first to the payment of accrued interest; and finally to the payment of principal, however, nothing contained herein shall render Lender liable for any failure to rent the Mortgaged Property or collect any rentals due thereupon.

2.04 Receiver.

(a) If any Event of Default shall have occurred and be continuing, the Lender, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, and revenues thereof.

(b) The Borrower will pay the Lender upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Paragraph 2.04; and all such expenses shall be secured by this Mortgage.

2.05 Lender's Power of Enforcement. If an Event of Default shall have occurred and be continuing, the Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Note or the performance of any term thereof or any other right, (b) foreclose this mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, as provided by law, and (c)

to pursue any other remedy available to it, all as the Lender shall deem most effectual for such purposes. The Lender may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as the lender may determine.

2.06 Power of Sale. If an Event of Default shall have occurred, Lender may sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the Court-house door in the county where said property is located, either in person or by auctioneer, after having first given twenty-one (21) days' notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) consecutive weeks prior to said sale in some newspaper published in the county in which the Mortgaged Property or any portion thereof is situated, and, upon payment of the purchase money, Lender or any person conducting the sale for the Lender is authorized to execute to the purchaser at said sale a deed to the premises so purchased. Lender may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. The Borrower waives any requirement that the Mortgaged Property be sold in separate tracts and agrees that the Mortgaged Property may be sold en masse regardless of the number of parcels, lots or tracts hereby conveyed.

2.07 Application of Foreclosure Proceeds. The proceeds of any foreclosure sale pursuant to Paragraph 2.06 of Article II shall be applied as follows:

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

(b) Second, to the repayment of any money, with interest thereon, which Lender 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 indebtedness hereby specially secured with interest to date of sale, and to the payment of any and all other debts, obligations and liabilities hereby secured, principal and interest, whether such debts, obligations and liabilities be then due or not;

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

2.08 Lender's Option on Foreclosure. At the option of the Lender, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of sale. In the event Lender exercises its option to foreclose this Mortgage in equity, Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Borrower, a defense to any proceedings instituted by the Lender to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.09 Waiver of Exemption. Borrower and each of its general partners waive all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Borrower and each of its general partners waive the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the indebtedness secured hereby.

2.10 Suits to Protect the Mortgaged Property. The Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the Lender.

2.11 Borrower to Pay the Note on Any Default in Payment; Application of Monies by Lender. If default shall be made in the payment of any amount due under the Note or this Mortgage, then, upon demand by Lender, the Borrower will pay to the Lender the whole amount due and payable under the Note; and in case the Borrower shall fail to pay the same forthwith upon such demand, the Lender shall be entitled to sue for

and to recover judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursements of the Lender's agents and attorneys.

2.12 Delay or Omission No Waiver. No delay or omission of the Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any 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 Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

2.13 No Waiver of One Default to Affect Another, etc. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.

If the Lender (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the Note; (d) releases any part of the Mortgaged Property from the lien of this Mortgage or otherwise changes any of the terms of the Note or this Mortgage; (e) consents to the filing of any map, plat or replat of the Mortgaged Property; (f) consents to the granting of any easement thereon; or (g) makes or consents to any agreement subordinating the lien or change hereof, any such act or omission shall not release, discharge, modify, change, or affect the original liability under the Note, this Mortgage or otherwise of the Borrower or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Lender, without notice to any person or corporation is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

2.14 Discontinue of Proceedings - Position of Parties, Restored. In case the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Lender, then and in every such case the Borrower and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers, and remedies of the Lender shall continue as if no such proceeding has been taken

2.15 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.16 Addresses:

Borrower's address is:

Cedarfields Farm Partnership
2042 Montreat Drive
Birmingham, Alabama 35216

Lender's address is:

William K. Murray, Trustee
1600 Bank for Savings Building
Birmingham, Alabama 35203

ARTICLE III

3.01 Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of the Borrower or by or on behalf of Lender shall bind and inure to the benefit of their respective heirs, administrators, executors, successors and assigns, whether so expressed or not.

3.02 Headings, etc. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

3.03 Gender, etc. Whenever the context so requires, the masculine includes the feminine and neuter, and the singular includes the plural.

3.04 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or in the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note shall be in no way affected, prejudiced or disturbed thereby.

3.05 Lien on Fixtures. As security for the indebtednesses hereinabove described, this Mortgage creates a security interest in favor of the Lender in all Borrower's equipment, machinery, appliances, apparatus, systems, furnishings and other facilities that are or hereafter become fixtures related to the real estate herein described; and Borrower shall have the rights and remedies of a secured party under the Uniform Commercial Code in connection therewith. This Mortgage shall serve as a financing statement filed as a fixture filing from the date of its recording.


3.06 Counterparts. This instrument may be executed in any number of counterparts, and each such counterpart shall constitute an original for all purposes, including, without limitation, for the purpose of recording this instrument with the office or offices of the judge or judges of probate of the county or counties wherein the Mortgaged Property is situated; however, taken together, all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, William L. Welch, as Managing General Partner of the Borrower, with full authority, has executed this instrument as the act of the Borrower, on the day and year first above written.

BORROWER:

CEDARFIELDS FARM PARTNERSHIP,
an Alabama General Partnership


Witness

BY: 
William L. Welch,
As Its Managing General
Partner

STATE OF ALABAMA)
COUNTY OF *Jefferson*)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Welch, whose name is signed to the foregoing instrument as Managing General Partner of Cedarfields Farm Partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, and with full authority, he executed the same voluntarily as and for the act of such Partnership.

Given under my hand and official seal this 29th day of January, 1985.

James M. Collins
Notary Public
my Commission expires 8/22/87



BOOK 016 PAGE 618

SCHEDULE A

PARCEL I

Begin at the point of intersection of the north boundary line of Section 33, Township 21 South, Range 2 West and the east right of way line of U. S. Highway 31; thence run southeasterly along the east R. O. W. line of said highway 854 feet, more or less, to the north boundary line fence of the Mabry property; thence run northeasterly along the north boundary line fence of the Mabry property 1062 feet, more or less, to a point on the west boundary line of the NW 1/4 of NE 1/4 of said Section 33; last said point being 647.19 feet south of the northwest corner of the NW 1/4 of the NE 1/4 of said Section 33; thence turn an angle of 04 degrees 24 minutes 20 seconds to the left and continue northeasterly along the north boundary line fence of the Mabry property 1440 feet, more or less, to the northeast corner of Mabry property line fence; thence run northwesterly along existing fence line 357.48 feet, more or less, to a point of the north boundary line of said Section 33, said point being 13.7 feet east of the NW corner of the NE 1/4 of the NE 1/4 of said Section 33; thence continue northwesterly along the existing fence line for 1642.06 feet; thence turn an angle of 30 degrees 08 minutes 15 seconds to the left and run southwesterly for 343.04 feet; thence turn an angle of 47 degrees 54 minutes to the right and run northwesterly 107.53 feet; thence turn an angle of 44 degrees 33 minutes to the left and run westerly along existing fence line 564.83 feet to a point on the west boundary line of NW 1/4 of SE 1/4 of Section 28, Township 21 South, Range 2 West, said point being 334.41 feet north of the southwest corner of NW 1/4 of SE 1/4 of said Section 28; thence continue westerly along last said course for 500 feet, more or less, to center of Camp Branch; thence run southwesterly down along the center of Camp Branch with the meanderings thereof 1750 feet, more or less, to the point of intersection of the center of Camp Branch and the south boundary line of said Section 28; thence run westerly along the south boundary line of said Section 28 for 210 feet, more or less, to the point of beginning. There is EXCEPTED, however, a strip of land of uniform width of 100 feet across the south side of the above described land.

PARCEL II

Commencing at the Northwest corner of Section 33, Township 21, Range 2 West; thence North along Section line of Section 28, 980.5 feet; thence South 77 degrees 08 minutes west 790.1 feet to L & N RR R/W; thence South 24 degrees 27 minutes east along RR R/W 765.3 feet; thence North 62 degrees 44 minutes East 224.2 feet; South 23 degrees 29 minutes East 901.8 feet; North 73 degrees 11 minutes East 249.3 feet to point "A"; South 15 degrees 59 minutes East 424 feet; South 23 degrees 45 minutes 245.9 feet; North 70 degrees 36 minutes East 104.6 feet; North 36 degrees 26 minutes East 495.5 feet; North 85 degrees 08 minutes East 2178.5 feet to point "B"; South 22 degrees 42 minutes East 260 feet to point of beginning; thence South 82 degrees 08 minutes West 2538 feet to Montgomery Highway R/W; South 18 degrees 38 minutes East 357.9 feet; South 14 degrees 35 minutes East along said Highway 1418.1 feet; North 85 degrees 54 minutes East 408.4 feet; South 57 degrees 15 minutes East 453 feet; South 87 degrees 37 minutes East 1548.2 feet; North 7 degrees 06 minutes West 2358 feet to point of beginning.

PARCEL III

Begin at Northeast corner of Southeast quarter of Section 33, Township 21 South, Range 2 West; thence run South 3 degrees 45 minutes East for 679.64 feet; South 87 degrees 17 minutes West for 3035.50 feet to East R/W line of Highway 31; North 19 degrees 19 minutes West along East R/W line of said Highway a distance of 265 feet; North 18 degrees 28 minutes West along East right of way line of said Highway a distance of 677.40 feet; North 86 degrees 52 minutes East a distance of 417.50 feet; South 59 degrees 08 minutes East a distance of 91.0 feet; South 76 degrees 08 minutes East a distance of 156 feet; South 50 degrees 08 minutes East a distance of 98 feet; South 32 degrees 08 minutes East a distance of 80 feet; North 87 degrees 22 minutes East a distance of 1546.57 feet; North 87 degrees 04 minutes East a distance of 982.03 feet to point of beginning, situated in Section 33, Township 21 South, Range 2 West.

FOR CONTINUATION, SEE PAGE (2) OF CONTINUATION OF LEGAL DESCRIPTION

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land situated in the Northwest One Quarter of the Southeast One Quarter and the Northeast One Quarter of the Southwest One Quarter of Section 33, Township 21 South, Range 2 West; being more particularly described as follows:

Commence at the Northeast Corner of the Southeast One Quarter of Section 33, Township 21 South, Range 2 West; run thence in a westerly direction along the center line of Section 33 for a distance of 2,460.44 feet to the point of beginning; from the point of beginning thus obtained; thence continue along last described course for a distance of 757.13 feet to a point on the Northeasterly right-of-way line U. S. Highway No. 31; thence turn an angle to the left of 106 degrees 00 minutes 48 seconds and run in a Southeasterly direction along the Northeasterly right-of-way line of U. S. Highway No. 31 for a distance of 682.46 feet; thence turn an angle to the left of 73 degrees 44 minutes 33 seconds and run in an Easterly direction for a distance of 568.87 feet; thence turn an angle to the left of 90 degrees 14 minutes 39 seconds and run in a northerly direction for a distance of 658.40 feet to the point of beginning.

SUBJECT TO:

1. Real Estate Taxes for the current year, due October 1, 1985, a lien, but not yet due and payable.
2. Right of Way granted to Alabama Power Company by instruments(s) recorded in Deed Book 99, Page 464; Deed Book 142, Page 245; Deed Book 101, Page 141; Deed Book 101, Page 139; Deed Book 106, Page 46; Deed Book 99, Page 413 and Deed Book 167, Page 111.
3. Right of Way to Shelby County, Alabama, recorded in said Probate office in Deed Book 102, Page 416; Deed Book 72, Page 517; Deed Book 49, Page 280; Deed Book 74, Page 25; Deed Book 49, Page 278 and Deed Book 102, Page 513.
4. Lease to Postal Telegraph Cable Company recorded in Deed Book 80, Page 34.
5. Pipeline easement to Southern Natural Gas Corp., in Deed Book 90, Page 309.
6. Condemnation for Right of Way in favor of Shelby County, as recorded in said Probate Office in Probate Minutes 13, Page 260.

BOOK 016 PAGE 620

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT IS
1985 JAN 31 AM 11:02

Prop. Tax - 367.50

Rec. 45.00

Ind. 1.00

413.50