

STATE OF ALABAMA)
)
 :
COUNTY OF SHELBY)

3157
**MORTGAGE
AND SECURITY AGREEMENT**

THIS INDENTURE is being executed by DANIEL MEADOWS, LTD., a Virginia limited partnership and DANIEL REALTY CORPORATION, an Alabama corporation ("DRC"), (collectively referred to as "Borrower") to AMSOUTH BANK N.A., a national banking association, as Mortgagee ("Lender").

The Lender is making a loan to DRC, in the principal amount of \$5,500,000 (the "Loan"), evidenced by a Promissory Note made by Borrower in the amount of the Loan dated this date (the "Note"). The proceeds of the Loan are being used to acquire the Mortgaged Property described below.

In consideration of the Loan, to induce the Lender to make the loan to the Borrower, and to secure the prompt payment of same, with the interest thereon, and any extensions or renewals of same, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth, Borrower has this day executed an Assignment of Rents and Leases (the "Assignment"), and various other loan documents (this Mortgage, the Note, the Assignment, and the other documents executed in favor of the Lender this day being referred to herein sometimes as the "Loan Documents"), and Borrower hereby does irrevocably grant, bargain, sell, alien, remise, release, confirm and convey to the Lender, its successors and assigns, in fee simple, with right of entry and possession as provided below, the following described property (all of which as described in (A) through (H) below, is referred to herein as the "Mortgaged Property"):

(A) The real property (the "property") described in the attached Exhibit A which is incorporated into this Mortgage by reference, and all minerals, oil, gas and other hydrocarbon substances on the property and owned by Borrower, as well as all development rights, air rights, water, water rights, and water stock, if any, relating to the property, 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, 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 and in equity of the Borrower of, in and to the same, including but not limited to the other rights herein enumerated.

(B) All present and future structures, buildings, improvements, sewage lines and equipment, appurtenances and fixtures of any kind on the property, whether now owned or hereafter acquired by Borrower, including but not limited to all apparatus, equipment and appliances used in connection with the operation or occupancy of the property, such as heating and air-conditioning systems and facilities used to provide any utility services (including sewage services), refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal, recreation or other services on the property, including without limitation all swimming pools, tennis courts, and related facilities and all window coverings, and pumping stations and other equipment used in connection with any sewage line to be constructed on the property, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Mortgage, whether or not attached or affixed to the property (the "Improvements").

(C) All appurtenances of the property and all rights of the Borrower, if any, in and to any streets, roads or public places, easements or rights of way, relating to the property, including but not limited to all rights of the Borrower to the sewer line, agreements, permits, easements, equipment, licenses, resolutions, and related rights pertaining to any sewer line to be constructed on the property.

(D) All of the rents, royalties, profits and income of the property, and all rights of the Borrower under all present and future leases affecting the property, including but not limited to any security deposits.

This instrument was prepared by
GUY V. MARTIN, JR.
800 First National - Southern Natural Bldg.
BIRMINGHAM, ALABAMA 35203

Please return this instrument to
GUY V. MARTIN, JR.
NORTH HASKELL SLAUGHTER YOUNG & LEWIS
800 First National - Southern Natural Bldg.
BIRMINGHAM, ALABAMA 35203

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(E) All proceeds and claims arising on account of any damage to or taking of the property or any Improvements thereon or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the property or any Improvements.

(F) All building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Borrower for the purpose of being used or useful in connection with the Improvements located or to be located on the property, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to the property or not, and whether in storage or otherwise, wheresoever the same may be located. Property herein conveyed and mortgaged shall include, but without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, sewer lines and pumping stations and fixtures and equipment, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said Improvements.

(G) All general intangibles owned by Borrower relating to the development or use of the property, including but not limited to all governmental permits relating to construction on the property, all names under or by which the property or any Improvements on the property may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the property; and

(H) All water stock relating to the property, all shares of stock or other evidence of ownership of any part of the property that is owned by the Borrower in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the property.

This instrument secures:

(1) Payments and performance of the indebtedness and obligations secured by the Note evidencing the Loan, including all extensions, renewals and modifications of the Note.

(2) The payment and performance of the Borrower's obligations under this Mortgage, and under all of the other Loan Documents, including all extensions, renewals, and modifications of this Mortgage and the other Loan Documents.

(3) The payment of all sums advanced or paid out by the Lender under any provision of this Mortgage or to protect the security of this Mortgage.

(4) The payment of the principal and interest on all other present or future loans or advances made by the Lender to the Borrower (or any successor in interest to Borrower as the owner of all or any part of the Mortgaged Property) ("FUTURE ADVANCES"), including all extensions, renewals and modifications of any Future Advances, when the note(s) evidencing the same states that it is secured by this Mortgage, including but not being limited to any other loans described herein.

(5) The payment and performance of the Borrower's obligations under all other present and future agreements executed by the Borrower in favor of the Lender and relating to the Note or any one or more of the Loan Documents.

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, 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 keep, perform and observe all and singular the

covenants and promises in the Note, this Mortgage, and in all of the other Loan Documents, and any renewal, extension or modification thereof, expressed to be kept, performed, and observed by and 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.

ARTICLE I

COVENANTS OF BORROWER

In addition to covenants contained elsewhere herein, the Borrower covenants and agrees with the Lender as follows:

1. To pay and perform all indebtedness and obligations that are secured by this Mortgage in accordance with its terms.

2. Borrower agrees to execute and deliver to the Lender on demand and at Borrower's cost and expense any documents, further required mortgages, and instruments of further assurance required or desired by Lender to effectuate, complete, enlarge, or perfect, or to continue and preserve (a) the obligations of the Borrower under the Note, this Mortgage, all of the other Loan Documents, and (b) the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by the Borrower. Upon any failure of Borrower to do so, Lender may execute and record any such instruments for and in the name of Borrower and Borrower irrevocably appoints Lender the agent and the attorney-in-fact of Borrower to do so. The lien hereof will automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Mortgaged Property.

3. (a) All of the existing and future rents, royalties, income and profits of the Mortgaged Property that arise from its use or occupancy are hereby absolutely and presently assigned to the Lender. Upon any default by the Borrower, Lender may in its discretion at any time without notice to the Borrower collect the rents, royalties, income and profits itself or by an agent or receiver. No action taken by the Lender to collect any rents, royalties, income or profits will make the Lender a "mortgagee-in-possession" of the Mortgaged Property. Possession by a court-appointed receiver will not be considered possession by the Lender. All rents, royalties, income and profits collected by the Lender or a receiver will be applied first to pay all expenses of collection, and then to the payment of all costs of operation and management of the Mortgaged Property, and then to the payment of the indebtedness and obligations secured by this Mortgage in whatever order the Lender directs in its absolute discretion and without regard to the adequacy of its security.

(b) Borrower will not execute any leases, sales contracts or occupancy agreements affecting any of the Mortgaged Property except on a form approved by the Lender.

(c) Without the prior written consent of the Lender, the Borrower shall not accept prepayments of rent exceeding one month under any leases or occupancy agreements affecting any of the Mortgaged Property, nor modify or amend any such leases or occupancy agreements, nor in any manner impair the Borrower's interest in the rents, royalties, income and profits of the Mortgaged Property. The Borrower will perform all covenants of the lessor under any such leases or occupancy agreements. Upon the Lender's request, the Borrower will execute and deliver to Lender for recordation an Assignment of Leases on the Lender's form.

(d) If required by the Lender, each lease or occupancy agreement affecting any of the Mortgaged Property must provide, in a manner approved by the Lender, that the tenant will recognize as its lessor any person succeeding to the interest of the Borrower upon any foreclosure of this Mortgage.

(e) Nothing herein shall render Lender liable under any existing or future lease, regardless of the collection of rents thereunder, for any of the covenants or agreements of Borrower under such leases.

4. Without the prior written consent of the Lender, (a) the Borrower shall not encumber any interest in the Mortgaged Property or sell, contract to sell, lease with an option to purchase, or otherwise transfer any interest in the Mortgaged Property; (b) no general or limited partner of Borrower (if Borrower is a partnership) shall contract to sell, lease with option to purchase, or otherwise transfer any interest in Borrower as a partner of Borrower; (c) no stockholder of Borrower (if Borrower is a corporation) shall contract to sell, lease with option to purchase, or otherwise transfer any interest in Borrower as a stockholder of Borrower; and (d) Borrower shall not sell, assign or otherwise dispose of or permit the sale, assignment or other disposition of, any legal or beneficial interest in the stock of Borrower, if a corporation, or in any general or limited partnership interest in Borrower, if a general or limited partnership. As used in this paragraph, a joint venture shall be deemed to be a general or limited partnership. The foregoing restrictions shall also apply to any sale, conveyance, transfer or pledge of a beneficial interest in Borrower, if a trust or any other entity. Lender shall not be obligated to consent to any such encumbrance, sale, contract, lease, or other transfer [all said encumbrances, sales, contracts, leases, and other transfers described above being collectively referred to as a "Prohibited Transfer"], and Lender's consent may be withheld regardless of whether any Prohibited Transfer may or may not impair Lender's security or whether or not it may or may not be reasonable (commercially or otherwise) for Lender to consent to any Prohibited Transfer. Without limiting the foregoing, Lender's consent may, if given in Lender's sole unfettered discretion, be conditioned upon (by way of illustration only and not being limited to): an increase in the interest rate, an approval of the credit of any such grantee, vendee, optionee, or transferee, a management contract acceptable to Lender with a manager acceptable to Lender, an assignment to Lender of any security given to Borrower in connection with the transaction, including without limitation, any purchase money second mortgage, and/or a change in any of the other terms and conditions of this Mortgage or in any of the related loan documents. Any Prohibited Transfer made without the consent of Lender shall be void.

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Notwithstanding anything provided herein to the contrary, Lender hereby consents to (i) the sale and transfer of the Mortgaged Property to DRC, any affiliate, subsidiary or sub-subsidiary of DRC including any general or limited partnership in which Borrower or any affiliate, subsidiary or sub-subsidiary of DRC is a general partner; (ii) the transfer of the stock of DRC to any affiliate, subsidiary or sub-subsidiary of Borrower; and (iii) the admission of additional general and limited partners in any general or limited partnership to which DRC has transferred or sold the Mortgaged Property in accordance with the provisions of subparagraph (i) above. As used in this subparagraph, the terms "affiliate, subsidiary or sub-subsidiary" shall refer only to entities which are wholly owned by DRC or its parent company, Fluor Real Estate Services, Inc., a Delaware corporation. Provided, however, that the net worth of DRC shall not be less than DRC's net worth as of the date of this agreement, as a condition to any transfer permitted under this subparagraph. No transfer permitted under this subparagraph shall affect, alter, or diminish the liability of DRC hereunder or under the remaining Loan Documents to the extent set forth in this instrument, the Note, and other Loan Documents.

5. (a) Borrower will not commit any waste on the Mortgaged Property or take any actions that might invalidate any insurance carried on the Mortgaged Property. Borrower will maintain the Mortgaged Property and all Improvements thereon in good condition and repair. No Improvements may be removed, demolished or materially altered without the prior written consent of Lender. No personal property in which the Lender has a security interest may be removed from the Mortgaged Property unless it is immediately replaced by similar property of at least equivalent value on which Lender will immediately have a valid first lien and security interest.

(b) Without the prior written consent of Lender, Borrower will not seek, make or consent to any change in the zoning or conditions of use of the Mortgaged Property. Borrower will comply with and make all payments required under the provisions of any covenants, conditions or restrictions affecting the Mortgaged Property, including but not limited to those contained in any declaration and constituent documents of any condominium, cooperative or planned development project, if any, on the Mortgaged Property. Borrower will comply with all existing and future requirements of all governmental authorities having jurisdiction over the Mortgaged Property.

6. (a) Borrower will keep at all times full, true, and accurate books and records of account of the Mortgaged Property and its own financial affairs sufficient to reflect correctly the results of all operations of the Mortgaged Property and to permit the preparation of financial statements therefrom in accordance with sound accounting principles. Lender will have the right to examine, copy and audit Borrower's records and books of account at all reasonable times. Borrower will deliver to Lender, upon such times as may be requested by Lender, certified financial statements and profit-and-loss statements for Borrower and the Mortgaged Property prepared in accordance with sound accounting principles, covering all operations thereon.

(b) Borrower will promptly furnish, upon Lender's request, a duly acknowledged written statement setting forth all amounts due on the indebtedness secured by this Mortgage and stating whether any offsets or defenses exist, and containing such other matters as Lender may reasonably require.

7. Borrower will, at its own expense, appear in and defend any action or proceeding that might affect Lender's security or the rights or powers of the Lender or that purports to affect any of the Mortgaged Property. If the Borrower fails to perform any of its covenants or agreements contained in this Mortgage, or if any action or proceeding of any kind (including but not limited to any bankruptcy, insolvency, arrangement, reorganization or other debtor-relief proceeding) is commenced which might affect the Lender's interest in the Mortgaged Property or the Lender's right to enforce its security, then the Lender may, at its option, make any appearances, disburse any sums and take any actions as may be necessary or desirable to protect or enforce this Mortgage or to remedy the failure of Borrower to perform its covenants (without, however, waiving any default of the Borrower). Borrower agrees to pay all reasonable expenses of the Lender thus incurred (including but not limited to fees and disbursements of counsel). Any sums disbursed by the Lender will be additional indebtedness of the Borrower secured by this Mortgage, will bear interest at the rate required by the Note, and will be payable by the Borrower upon demand. This paragraph will not be construed to require Lender to incur any expenses, make any appearances, or take any actions.

8. This Mortgage constitutes a SECURITY AGREEMENT with respect to all personal property in which Lender is granted a security interest thereunder, and Lender shall have all of the rights and remedies of a secured party under the ALABAMA UNIFORM COMMERCIAL CODE as well as all other rights and remedies available at law or in equity. Borrower hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints Lender the attorney-in-fact of Borrower, such authority being coupled with an interest and irrevocable, to execute, deliver and, if appropriate, to file with the appropriate filing officer or office such security agreements, financing statements, continuation statements or other instruments as Lender may request or require in order to impose, perfect or continue the perfection of, the lien or security interest created hereby. Upon the occurrence of any default hereunder, Lender shall have the right to cause any of the Mortgaged Property which is personal property and subject to the security interest of Lender hereunder to be sold at any one or more public or private sales as permitted by applicable law, and Lender shall further have all other rights and remedies, whether at law, in equity, or by statute, as are available to secured creditors under applicable law. Any such disposition may be conducted by an employee or agent of Lender. Any person, including both Borrower and Lender, shall be eligible to purchase any part or all of such property at such disposition.

9. The Borrower covenants 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, except for the Permitted Encumbrances exceptions set forth in Exhibit B attached hereto; and that Borrower shall and will warrant and forever defend the title thereto unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever.

10. 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, Mortgage, and related Loan Documents, Borrower or 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 in any situation where Lender employs an attorney to protect the Lender's rights hereunder, whether or not legal proceedings are commenced or involved; and any such amounts paid by the Lender shall be added to the indebtedness and secured by the lien of this Mortgage.

11. Borrower understands that any sewer line or rights therein to be constructed from the property to a public or private sewer line and all personal property and rights therein are conveyed to Lender hereunder as part of the Mortgaged Property. Borrower covenants not to allow any tie-ons or connections to any such sewer line or to allow any person to use the sewer line or to make any modifications in the plans and specifications or construction contract for the construction of any such sewer line without the written consent of Lender. Borrower understands that such consent may be withheld and/or conditioned upon receipt of documentation and assurances acceptable to the Lender, and that the Lender will have the first right and lien as secured hereby to any moneys or revenues arising from any such tie-ons, connections, or use.

12. Expenses of retaking, holding, preparing for sale, selling or the like shall be borne by Borrower and shall include Lender's attorneys' fees and legal expenses. Borrower, upon demand of Lender, and upon default by Borrower hereunder, shall assemble such personal property and make it available to Lender at the Premises, a place which is hereby deemed to be reasonably convenient to Lender and Borrower. Lender shall give Borrower at least five (5) days' prior written notice of the time and place of any public sale or other disposition of such property or of the time of or after which any private sale or other intended disposition is to be made, and if such notice is sent to Borrower, as the same is provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notice to Borrower.

ARTICLE II

EVENTS OF DEFAULT

1. Borrower will be in default under this Mortgage if:
- (a) Borrower fails to make any payment required by the Note; or
 - (b) Borrower fails to perform any other covenant contained in this Mortgage, and does not cure that failure within thirty (30) days after receipt of written notice of such default; or
 - (c) Borrower terminates or suspends its business, or permits an attachment or judicial seizure of any substantial part of its assets; or
 - (d) Borrower, or any general partner of the Borrower having an interest in any of the Mortgaged Property or any trustee of the Borrower, files a petition in bankruptcy or for an arrangement, reorganization or any other form of debtor-relief under any present or future law relating to bankruptcy or debtor-relief, or such a petition is filed against the Borrower, or against any general partner or joint venturer of the Borrower having an interest in any of the Mortgaged Property or any trustee of the Borrower, and Borrower does not oppose that filing or the petition is not dismissed within 60 days after filing, or Borrower makes an assignment for the benefit of its creditors; or fails to pay debts generally when due; or
 - (e) A default occurs under any of the Loan Documents or any other agreement which guarantees any part of the indebtedness or obligations secured by this Mortgage; or

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(f) Any representation or disclosure made to the Lender by the Borrower or by any guarantor of any indebtedness or obligations secured by this Mortgage proves to be materially false or misleading on the date as of which made, whether or not that representation or disclosure appears in this Mortgage; or

(g) Any other event occurs which, under the Note or under any other agreement of the Borrower relating to the Loan, constitutes a default by the Borrower or its general partners or any of them or gives the Lender the right to accelerate the maturity of any part of the indebtedness secured by this Mortgage.

ARTICLE III

REMEDIES

1. If the Borrower is in default, the Lender may, at its continuing option, and without notice to or demand upon the Borrower:

(a) Declare any or all indebtedness secured by this Mortgage to be due and payable immediately;

(b) Enter onto the Mortgaged Property, in person or by agent or by court-appointed receiver, and take any and all steps which may be desirable in the Lender's judgment to manage and operate the Mortgaged Property, and the Lender may apply any rents, royalties, income or profits collected against the indebtedness secured by this Mortgage without in any way curing or waiving any default to the Borrower;

(c) Bring a court action at law or in equity (1) to foreclose this Mortgage (2) or to enforce its provisions or any of the indebtedness or obligations secured by this Mortgage, either or both, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of Lenders right to institute or maintain the other, provided that Lender shall have only one payment and satisfaction of the indebtedness;

(d) Cause any or all of the Mortgaged Property to be sold under the power of sale granted by this Mortgage in any manner permitted by applicable law;

(e) Exercise any other right or remedy available under law or in equity;

(f) 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 notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Lender or any person conducting the sale for 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. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Lender may elect in its sole discretion.

2. The proceeds of any sale under this Mortgage will be applied in the following manner:

FIRST: Payment of the costs and expenses of the sale, including but not limited to Lender's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of the Lender, together with interest at the rate provided under the Note on all advances made by the Lender.

SECOND: Payment of all sums expended by the Lender under the terms of this Mortgage and not yet repaid, together with interest on such sums at the rate provided under the Note.

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THIRD: Payment of the indebtedness and obligations of the Borrower secured by this Mortgage in any order that the Lender chooses.

FOURTH: The remainder, if any, to the person or persons appearing of record to be the owner of the premises.

3. Borrower waives all rights to direct the order or manner in which any of the Mortgaged Property will be sold in the event of any sale under this Mortgage, and also any right to have any of the Mortgaged Property marshalled upon any sale. Lender may in its discretion sell all the personal and real property together or in parts, in one or more sales, and in any sequence Lender selects.

4. All remedies contained in this Mortgage are cumulative, and the Lender also has all other remedies provided by law or in any other agreement between the Borrower and the Lender. No delay or failure by the Lender to exercise any right or remedy under this Mortgage will be construed to be a waiver of that right or remedy or of any default by the Borrower. The Lender may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

5. Borrower will pay all of the Lender's expenses incurred in any efforts to enforce any terms of this Mortgage, whether or not any lawsuit is filed, including but not limited to legal fees and disbursements, foreclosure costs and title charges.

ARTICLE IV

GENERAL PROVISIONS

4.1 Partial Invalidity. The invalidity or unenforceability of any one or more provisions of this Mortgage will in no way affect any other provision.

4.2 Cross-Default/Cross-Collateralization. Simultaneously herewith, DRC has executed a Promissory Note in the face amount of \$4,500,000, evidencing and securing a revolving line of credit extended by Lender to DRC (said Promissory Note and other loan documents executed in connection with the line of credit secured thereby being referred to as the "Line of Credit Loan Documents"). Borrower agrees that any default in the payment of the indebtednesses secured by or the performance of the obligations under the Line of Credit Loan Documents shall, at the option of the Lender, likewise constitute a default under this instrument and under the remaining Loan Documents described herein. This instrument further secures the obligations and indebtedness of DRC under each of the Line of Credit Loan Documents, and wherever the term "indebtedness," "debt," or "obligations" appears in this instrument or the other Loan Documents described herein, the same shall also refer to and include all the indebtedness and obligations set forth in and secured by the Line of Credit Loan Documents. The intention of the parties is that the Line of Credit Loan Documents, and the Loan Documents described herein (including this instrument) shall constitute but one single loan, and all of the foregoing Loan Documents shall be cross-defaulted and cross-secured in all respects. Without limiting the foregoing, this instrument may not be paid or released without payment in full of all indebtednesses owing from Borrower in favor of Lender evidenced by the Loan Documents described herein and secured by the Line of Credit Loan Documents; and Lender shall have the right to collect all or any part of the debt secured by the foregoing loan documents in any order, and against any property secured by the foregoing loan documents, as Lender may choose, and the property secured by this instrument shall stand as security for all or any part of (as determined by Lender) the indebtedness owed to Lender by Borrower as evidenced and secured by the Loan Documents and by the Line of Credit Loan Documents.

The Line of Credit Loan Documents provide for a line of credit pursuant to which the Borrower may borrow and repay, and reborrow and repay, amounts from Lender up to a maximum principal amount at any one time outstanding not exceeding \$4,500,000, unless agreed to by Lender. This mortgage secures the payment of all advances heretofore or from time to time hereafter made by Lender to the Borrower under the Line of Credit Loan Documents or any extension, enlargement, modification, or renewal thereof and all other indebtednesses, obligations, and liabilities now or hereafter owing by the Borrower to the Lender

under the Line of Credit Loan Documents or any extension, enlargement, modification, or renewal thereof, including without being limited to all advances by the Lender under the Line of Credit Loan Documents, whether or not exceeding the face amount of the note evidencing the line of credit.

Lender shall have the right, prior to making any re-advance described in the note evidencing the line of credit, to require an endorsement to Lender's title insurance binder or policy showing no matters of title that might obtain priority over such re-advance.

4.3 Taxes, Utilities and Liens.

(a) The Borrower will pay promptly, when and as due, and will promptly exhibit to the Lender receipts for the payment of, all taxes, assessments, water rates, dues, charges, fines 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, included but not limited to all sales and excise taxes on rents and leases, or upon the interest of the Lender in the Mortgaged Property as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality, borough or other taxing authority upon the Borrower or in respect of the Mortgaged Property or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of the Mortgage for any amounts secured hereby or would have priority or equality with the Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof.

(b) The Borrower will promptly pay all charges by utility companies, whether public or private, for electricity, gas, water, sewer or other utilities.

(c) The Borrower shall promptly pay and will not suffer any mechanic's, laborer's, statutory or other lien which might or could be prior to or equal to the lien of the Mortgage to be created or to remain outstanding upon any of the Mortgaged Property.

(d) 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 the Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Lender.

4.4 Insurance. The Borrower will procure for, deliver to, and maintain for the benefit of, the Lender during the life of this Mortgage, insurance policies (or duplicate originals or certified copies of the same), in such amounts as the Lender shall require, but in no event less than the greater of (a) the aggregate amount of the Note, or (b) the full replacement cost of the Mortgaged Property (exclusive of the value of the property and cost of excavation, foundations, and footing below the lowest basement floor), and with no more than \$5,000 deductible from the loss payable for any casualty, insuring the Mortgaged Property against the risk covered by the type of insurance known as "all risk" insurance including without limitation coverage against fire, lightning, windstorm, hail, vandalism and malicious mischief, tornado, collapse, and such other insurable hazards, casualties and contingencies as the Lender may reasonably require. If the property is located in a flood hazard area, flood insurance in an amount acceptable to Lender shall also be provided by Borrower. The policies shall include without being limited to a "Replacement Cost Endorsement," "Difference in Conditions Endorsement," boiler and machinery insurance covering pressure vessels, sewage treatment facilities, air tanks, boilers, machinery, pressure piping, heating, air conditioning and elevator equipment, and insurance against loss of occupancy or use arising from any such breakdown. Borrower shall also maintain loss of rents or rental value insurance with coverage in an amount to cover a minimum of six months of projected gross annual rentals at 100% occupancy of the mortgaged property and general comprehensive public liability insurance with limits in the amount of \$500,000 for any claim, \$1,000,000 for each occurrence, and \$100,000 property damage. The form of such policies and

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the companies issuing them shall be acceptable to the Lender. All policies shall contain a New York standard, non-contributory mortgagee endorsement making losses payable to the Lender. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to the Lender shall be delivered to the Lender. The Borrower shall deliver to the Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Borrower in and to all insurance policies then in force shall pass to the purchaser or grantee.

The Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses, directly to the Lender, instead of to the Borrower and Lender jointly. After deducting from said insurance proceeds any expenses incurred by it in the collection or handling of said fund, the Lender may apply the net proceeds, at its option, either toward restoring the improvements, or as a credit on any portion of the mortgage indebtedness selected by it, whether then matured or to mature in the future, or at the option of the Lender, such sums either wholly or in part may be paid over to the Borrower (to be used by Borrower to repair such buildings or to build new buildings in their place or for any other purpose or object of Borrower satisfactory to the Lender without affecting the lien of the Mortgage for the full amount secured hereby before such payment took place. Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

If required by the Lender, the Borrower will pay to the Lender on the first day of each month, together with and in addition to the regular installment of principal and interest and monthly tax deposit until the note is fully paid, an amount equal to one-twelfth (1/12) of the yearly premiums for insurance. Such amount shall be used by Lender to pay such insurance premiums when due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereof. Upon demand of Lender, the Borrower agrees to deliver to the Lender such additional moneys as are necessary to make up any deficiencies in the amounts necessary to enable the Lender to pay such insurance premiums. In the event of a default by the Borrower in the performance of any of the terms, covenants and conditions in the Note or Mortgage, the Lender may apply to the reduction of the sums secured hereby, in such manner as the Lender shall determine, any amount paid in accordance herewith remaining to the Borrower's credit.

4.5 Condemnation. If all or any part of the Mortgaged Property in excess of fifteen percent (15%) of the real property or ten percent (10%) of the total square feet of buildings constructed on the real property, shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage 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 thereof 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. 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 moneys so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Lender shall determine to the reduction of the sums secured hereby, and any balance of such moneys then remaining 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.

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4.6 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, furniture, furnishings, 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, not exceeding in value at the time of disposition thereof Five Thousand Dollars (\$5,000.00) for any single transaction, or a total of Fifteen Thousand Dollars (\$15,000.00) in any one year, upon replacing the same by, or substituting for the same, other furniture, furnishings, 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 normal business 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 (a "Casualty"), the Borrower will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether insurance proceeds exist, are made available, or are sufficient. If a part of the Mortgaged Property shall be physically damaged through condemnation (a "Taking"), the Borrower will promptly restore, repair or alter the remaining property in a manner reasonably satisfactory to the Lender. Provided, however, upon a Casualty or Taking, and application by Lender of the insurance proceeds or the Taking proceeds to the reduction of the indebtedness secured hereby, Borrower shall be obligated only to remove any debris from the Mortgaged Property and take such actions as are necessary to make the undamaged or non-taken portion of the Mortgaged Property into a functional economic unit, insofar as is practicable under the circumstances. In the event the Lender requires restoration of the Mortgaged Property as a result of any Taking or Casualty, the Lender shall not have the right to require application of the insurance proceeds or condemnation awards to the indebtedness secured hereby (except to the extent of any surplus over the amount required for restoration).

4.7 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 Mortgaged Property; in the payment of any utility charge, whether public or private; in the payment of insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage or under any prior lien or junior lien, then the Lender, at its option, may perform or observe the same, and all payments made for costs paid or 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 After-Maturity Rate set forth in the Note. 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; except, however, that (a) Lender's judgment as

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aforesaid shall be based upon an opinion to Lender of counsel for Lender licensed to practice law in the State of Alabama, as to the aforesaid issue of legality, validity, and priority; and (b) in any event, Borrower shall have the right to contest any such tax, lien, assessment or charge, after written notice of the same to Lender. During such contest, Borrower shall not be deemed in default hereunder if (i) prior to the delinquency of the lien, Borrower deposits with Lender cash or other security, in form satisfactory to Lender in its sole unfettered discretion, adequate to cover the payment of such lien and any obligation, whether matured or contingent, of Borrower or Lender therefor, together with interest, costs and penalties thereon, and (ii) Borrower promptly causes to be paid any amounts adjudged to be due, together with all costs, penalties and interest thereon, before such judgment becomes final. Each such contest shall be concluded and the lien, interest, cost and penalties thereon shall be paid prior to the dates such judgment becomes final or any writ or order is issued under which the Property could be sold pursuant to such judgment. 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.

4.8 Estoppel. 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.

4.9 Receiver.

(a) If 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 to 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 and all such expenses shall be secured by this Mortgage.

4.10 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 the sale. In the event Lender exercises its option to foreclose the 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.

4.11 Waiver of Exemption. Borrower waives 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 waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Mortgaged Property be set off against any part of the indebtedness secured hereby.

4.12 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.

4.13 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 thereof; (f) consents to the granting of any easement thereon; or (g) makes or consents to any agreement subordinating the lien or change hereof; then 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 subsequent purchaser of the Mortgaged Property or any part thereof, 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.

4.14 Discontinuance 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.

4.15 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.

4.16 Notices. All notices given under this Mortgage must be in writing and will be effectively served upon personal delivery or, by mailing in United States mail, postage prepaid, sent to the Lender at Lender's Main Office in Birmingham, Alabama, to the attention of the Real Estate Department and sent to the Borrower at its address appearing below its signature, which addresses may be changed by written notice. However, the service of any notice of default or notice of sale under this Mortgage as required by law will, if mailed, be effective on the date of mailing.

4.17 Entries. Lender may at any reasonable times enter upon and inspect the Mortgaged Property in person or by agent.

4.18 Miscellaneous. The term "Borrower" includes both the original Borrower and any subsequent owner or owners of any of the Mortgaged Property, and the term "Lender" includes the original Lender and also any future owner or holder, including pledgees, assignees and participants, of the Note or any interest therein. Whenever the context requires, the singular includes the plural and vice versa and each gender includes each other gender. The headings of the articles of this Mortgage are for convenience only and do not limit its provisions.

4.19 Future Advances. This Mortgage also secures the payment of and includes all future or further advances as may be made by Lender to or for the benefit of Borrower from the date hereof, to the same extent as if such advances were made on the date hereof.

4.20 Successors. The terms of this Mortgage will bind and benefit the heirs, legal representatives, successors and assigns of the Borrower and the Lender. If the

Borrower consists of more than one person or entity, each will be jointly and severally liable to perform the obligations of the Borrower.

4.21 Status and Authority. (a) Each Borrower warrants that Borrower is valid and subsisting in good standing under the laws of the states of organization of each Borrower. Each Borrower has the power, authority and legal right to carry on the business now being conducted by it and to engage in the transactions contemplated by the Loan Documents and the execution and delivery of the Loan Documents and the performance and observance of the provisions thereof have been duly authorized by all necessary actions of each Borrower.

(b) Each Borrower agrees that so long as any of its obligations hereunder, or under the Loan Documents remain unsatisfied, it will not dissolve or liquidate (in whole or in part) its corporate or partnership existence, that it will maintain the existence of the corporation and partnership, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another trust, corporation, or partnership, without the prior express written consent of the Lender (except as allowed in Paragraph 1.4 of Article I above).

4.22 Survival of Lien. Notwithstanding any other provision of this Mortgage or the other Loan Documents to the contrary, this Mortgage and all representations and covenants of Borrower herein contained and the lien of this Mortgage and the Assignment of Rents and Leases executed herewith, shall survive the maturity of and the repayment in full of all amounts due under the Note and this Mortgage and all other Loan Documents shall continue in full force and effect and Borrower shall not have the right to the release of the Mortgaged Property from the encumbrance of either thereon or release of any other security for the Loan until all Borrower's obligations under the Note, other Loan Documents, and the Line of Credit Loan Documents described in Article IV, Paragraph 4.2, have been paid and performed in full.

IN WITNESS WHEREOF, the Borrower has hereunto set its hand and seal this 30th day of October, 1985.

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ATTEST:

By [Signature]
Its Assistant Secretary

DANIEL MEADOWS, LTD., a Virginia limited partnership

By: Daniel Realty Corporation, its general partner

By [Signature] [SEAL]
Its Vice President

ATTEST:

By [Signature]
Its Assistant Secretary

By: Daniel Realty Investment Corporation - Meadows, its general partner

By [Signature] [SEAL]
Its Vice President

DANIEL REALTY CORPORATION

ATTEST:

By Gayle W. [Signature]
Its Assistant Secretary

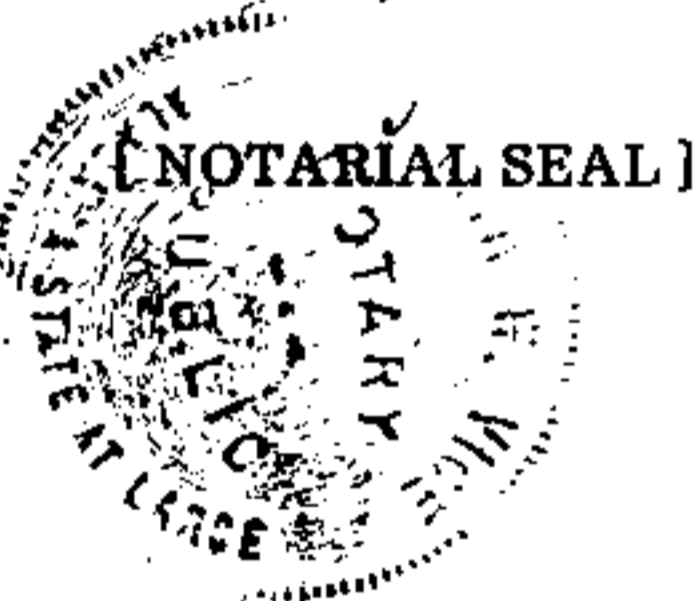
By [Signature] [SEAL]
Its Vice President

Address: 1900 Daniel Building
Birmingham, Alabama 35233-2097

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stephen R. Mack, as Vice President of DANIEL REALTY CORPORATION, whose name as General Partner of DANIEL MEADOWS, LTD., a Virginia limited partnership, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer of DANIEL REALTY CORPORATION, General Partner and with full authority, executed the same voluntarily for and as the act of said Corporation and said partnership.

GIVEN under my hand and official seal of office, this 30th day of October, 1985.



Judith A. Vee
Notary Public

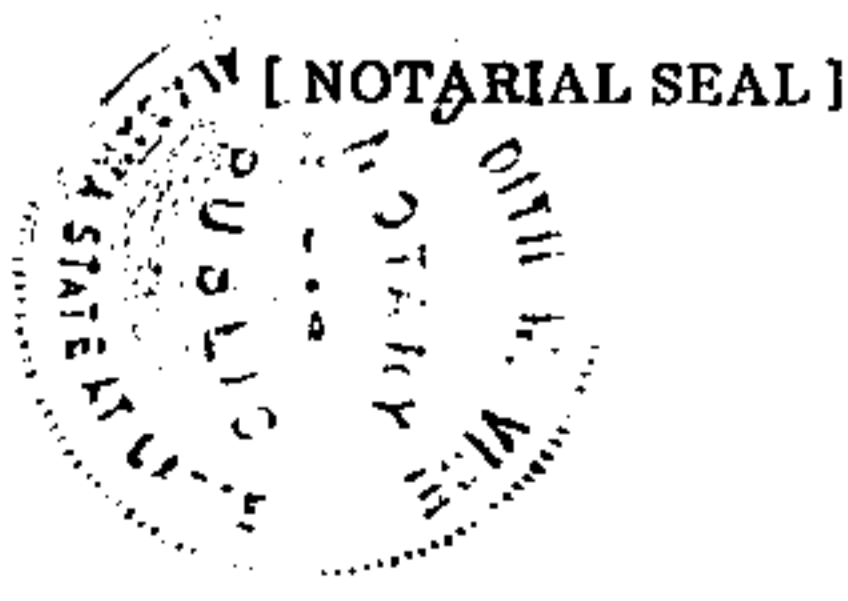
My Commission Expires: 1-17-88

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STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stephen R. Mack, as Vice President of DANIEL REALTY INVESTMENT CORPORATION - MEADOWS, whose name as General Partner of DANIEL MEADOWS, LTD., a Virginia limited partnership, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer of DANIEL REALTY INVESTMENT CORPORATION - General Partner and with full authority, executed the same voluntarily for and as the act of said Corporation and said partnership.

GIVEN under my hand and official seal of office, this 30th day of October, 1985.



Judith A. Vee
Notary Public

My Commission Expires: 1-17-88

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Arthur L. Mad, whose name as Vice President of DANIEL REALTY CORPORATION, a corporation under the laws of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office, this 30th day of October, 1985.

[NOTARIAL SEAL]



Arthur L. Mad
Notary Public

My Commission Expires: 1-17-88

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EXHIBIT A

PARCEL I:

Description of a parcel of land situated in the Southeast Quarter of the Northwest Quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

From the Southwest corner of said quarter-quarter section, run thence in a northerly direction along the west line of said quarter-quarter section for a distance of 882.30 feet; thence turn an angle to the right of 91 degrees 17 minutes 06 seconds and run in an easterly direction for a distance of 198.02 feet to the point of beginning of the parcel herein described; thence continue in an easterly direction along the same course as before for a distance of 1001.66 feet; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 307.97 feet to the beginning of a curve to the right, said curve to the right having a radius of 545.12 feet, and a central angle of 62 degrees 38 minutes 49 seconds and being concave to the northwest; thence run along the arc of said curve in a southerly to southwesterly direction for a distance of 596.03 feet to the end of said curve; thence run in a southwesterly direction tangent to said curve for a distance of 166.48 feet; thence turn an angle to the right of 26 degrees 18 minutes 34 seconds and run in a westerly direction for a distance of 347.77 feet; thence turn an angle to the right of 63 degrees 41 minutes 26 seconds and run in a northwesterly direction for a distance of 136.63 feet to the beginning of a curve to the right, said curve to the right having a radius of 1682.21 feet and a central angle of 17 degrees 35 minutes 45 seconds and being concave to the northeast; thence run in a northwesterly direction along the arc of said curve for a distance of 516.62 feet to the end of said curve and the beginning of a second curve to the right, said second curve to the right having a radius of 537.13 feet and a central angle of 20 degrees and being concave to the east; thence run in a northwesterly to northerly direction along the arc of said curve for a distance of 187.49 feet to the end of said curve; thence run in a northerly direction tangent to said curve for a distance of 80.52 feet to the point of beginning, being situated in Shelby County, Alabama.

PARCEL II:

Description of a parcel of land situated in the West Half of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama; and being more particularly described as follows:

From the Northwest corner of the Northeast Quarter of the Southwest Quarter of said section run thence in an easterly direction along the north line of said quarter-quarter section for a distance of 389.72 feet to the point of beginning of the parcel herein described; thence continue in an easterly direction along the north line of said quarter-quarter section for a distance of 347.77 feet; thence turn an angle to the right of 153 degrees 41 minutes 26 seconds and run in a southwesterly direction for a distance of 286.75 feet to the beginning of a curve to the right, said curve to the right having a radius of 25 feet, a central angle of 90 degrees and being concave northward; thence run in a westerly to northwesterly direction along the arc of said curve for a distance of 39.27 feet to the end of said curve; thence run in a northwesterly direction tangent to said curve for a distance of 129.14 feet to the point of beginning, being situated in Shelby County, Alabama.

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EXHIBIT B

Permitted Encumbrances

1. Rights of parties in possession.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Deed Book 28, Page 581 (affects NE/SW) and Deed Book 32, Page 183 (affects SE/SW), Shelby County, Alabama.
3. Right-of-way granted Alabama Power Company recorded in Real Book 41, Page 840 and Real Book 41, Page 863, Shelby County, Alabama.
4. Restrictions appearing of record in Miscellaneous Book 46, Page 718, Shelby County, Alabama (affects NE/SW).

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 OCT 31 AM 11:27

Thomas A. Swannick, Jr.
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ 8,250.00
Deed Tax	_____
Mineral Tax	_____
Recording Fee	45.00
Index Fee	1.00
TOTAL	\$ 8,296.00

