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STATE OF ALABAMA)
SHELBY COUNTY)

REAL ESTATE MORTGAGE

THIS INDENTURE, made and entered into this the 30th
day of MAY, 1986, by and between SERVICE
CORPORATION OF ALABAMA, an Alabama Corporation, City Federal
Building, Birmingham, Alabama, 35203, (hereinafter referred
to as "Mortgagee") and ENMAR Corporation, an Alabama
Corporation, (hereinafter referred to as "Mortgagor").

W I T N E S S E T H :

WHEREAS, the parties hereto entered into an Agreement
dated the 25th day of March, 1986, under the terms of which
"Mortgagee" was to provide certain development funds under a
commitment dated the 25th day of March, 1983, in exchange for
which "Mortgagor" agreed to execute and deliver to "Mortgagee"
a Real Estate Mortgage securing the development funds advanced;
and

WHEREAS, under the terms and provisions of such
agreement "Mortgagee" and "Mortgagor" were to perform other
obligations in connection with said conveyance; and,

WHEREAS, it is agreed by "Mortgagee" and "Mortgagor"
that the terms and conditions of said Agreement dated the 25th
day of March, 1986, should be incorporated in this Mortgage by
reference and made a part hereof as though fully set out herein
(which said Agreement is hereinafter referred to as "The Agree-
ment"); and

WHEREAS, "Mortgagee" agrees to release certain indi-
vidual lots from the lien of this Mortgage upon the perfor-
mance of certain obligations by "Mortgagor" as herein
provided:

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Cohaba Title

NOW, THEREFORE, the undersigned "Mortgagor", in consideration of its obligations above-mentioned, and to secure the prompt payment of same, with interest thereon, and further to secure the performance by "Mortgagor" of all of the covenants, conditions herein and in "The Agreement", does hereby grant, bargain, sell, convey, assign, transfer, and mortgage to "Mortgagee", and its successors or assigns, the following described real estate, lying and being in the County of Shelby, .. State of Alabama, the legal description of which is set forth and described in Exhibit "A", attached hereto and made a part hereof as though fully set out herein (said real estate being hereafter referred to as the "Premises").

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TOGETHER WITH all singular rights, privileges and appurtenances thereunto belonging or in any way appertaining; and,

TOGETHER WITH all personal property of any kind and nature owned by "Mortgagor" and located on the improvements situated on said real property; and,

TOGETHER WITH, all rents, profits, issues and revenues of the mortgaged real estate and personal property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to "Mortgagor", however, so long as "Mortgagor" is not in default hereunder, the right to receive and retain the rents, profits, issues and revenues thereof and the reversion and remainder and remainders, rents, profits, issues and revenues thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law, as well as in equity, of the "Mortgagor" in and to the same.

TO HAVE AND TO HOLD the "Premises" unto "Mortgagee" to and for its own proper use and benefit forever.

This Mortgage is made and accepted with the understanding that the following covenants, conditions and agreements shall continue in effect so long as any payments or other obligations of "Mortgagor" under the "Agreement" have not been so paid or performed as therein required, to-wit:

1. "Mortgagor" has this date become justly indebted to "Mortgagee" in the principal sum of One Hundred Ninety Two Thousand and no/100 (\$192,000.00) Dollars, representing an indebtedness for the development of the real estate described in Exhibit "A" hereto and evidenced by a negotiable promissory note of even date herewith, with interest at a rate of twelve percent (12%) per annum; said principal and interest shall be fully paid twelve (12) months from the date of the execution of this Mortgage.

2. "Mortgagor" shall keep the premises in good condition and repair, reasonable wear and tear excepted; shall not permit or perform any act which would in any way impair the value of the "Premises", nor remove or demolish any building or improvement located on the above described land without the written consent of "Mortgagee"; and shall neither commit nor permit waste of the "Premises".

3. "Mortgagor" shall pay all debts, claims, or other charges that may become liens against the premises or any part thereof for repairs or improvements that may hereafter be made on the premises and shall not, except as hereinafter provided, permit any lien or encumbrances of any kind which might become superior to the title of "Mortgagee" or the lien of this Mortgage.

4. "Mortgagor" shall provide, maintain and deliver to "Mortgagee" policies of fire and such other insurance as "Mortgagee" may from time to time reasonably require in companies, form, and amounts satisfactory to "Mortgagee" upon the

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improvements hereafter situated on the mortgaged "Premises" and upon the personal property located in the improvements situated on the mortgaged "Premises" and shall assign and deliver to "Mortgagee" with satisfactory mortgage clauses all insurance policies of any kind or in any amount now or hereafter issued upon the "Premises". "Mortgagor" shall give immediate notice in writing to "Mortgagee" of any loss or damage to the "Premises" caused by any casualty. Full power is hereby conferred on "Mortgagee" to settle and compromise claims under all policies and to demand, receive, and receipt of all monies becoming payable thereunder and to assign absolutely all policies to the grantee of the "Premises" in the event of the foreclosure of the Mortgage or other transfer of title to the "Premises" in extinguishment of the indebtedness secured hereby. In the event of loss under any of the policies of insurance herein referred to, the proceeds of such policy shall be paid by the insurer to "Mortgagee" which, in its sole and absolute discretion, shall apply the same, wholly or partially, after deducting all costs of collecting, including a reasonable attorney's fee, either as a payment on account of the indebtedness secured hereby, whether or not then due and payable, or toward the alteration, reconstruction, repair, or restoration of the mortgaged "Premises", either to the portion thereof by which said loss was sustained or any other portion thereof.

5. The rents, income and profits of all and every part of the "Premises" are hereby specifically pledged to the payment of the debt and all other obligations hereby secured. If default shall be made in the payment of the said indebtedness or obligation, or any part thereof, or in the performance of any covenant, condition, or agreement of this Mortgage or the "Agreement", "Mortgagee" shall have the right forthwith to enter into and upon the "Premises", take possessions thereof,

and collect said rent, income, and profits with or without the appointment of a receiver. All such net income, after payment of reasonable collection, management, attorney's fees, shall be applied toward the payment of any advances made by "Mortgagee" or in reduction of any indebtedness, including interest thereon, hereby secured in such manner or proportion as "Mortgagee" may elect.

6. If "Mortgagor" fails to insure the "Premises", or to pay all taxes and assessments, or to pay debts, claims, or other charges for repair and improvements, or to keep the "Premises" in good condition and repair, all as provided herein, "Mortgagee" may, at its option, procure such insurance, pay such taxes and assessments, redeem the property from any tax sale, procure such receipts, or enter upon the premises and make such repairs as it may deem necessary; and "Mortgagor" shall immediately pay to "Mortgagee" all sums which it shall have so paid, together with interest at the maximum legal rate per annum from the date same was paid, and for payment thereof, this Mortgage shall stand as security in like manner and effect as for the payment of the indebtedness referred to above; but the failure of "Mortgagee" to procure such insurance, to pay such taxes and assessments, to redeem the property from any tax sale, or to make repairs shall in no way render "Mortgagee" liable to "Mortgagor". If "Mortgagee" shall elect to advance insurance premiums, taxes, or assessments, or redeem from tax sale, the receipt of the insurance company or of the proper tax official shall be conclusive evidence of the amount, validity, and the fact of payment thereof.

7. "Mortgagor" shall immediately pay to "Mortgagee" all sums, including costs, expenses, and reasonable agent's or attorney's fees, which it may expend or become obligated to pay in any proceedings, legal or otherwise, to prevent the

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commission of waste; to establish or sustain the lien of this Mortgage or its priority, or to defend against liens, claims, rights, estates, easements, or restrictions asserting priority to this Mortgage; in payment, settlement, discharge, or release of any asserted lien, claim, right, easement, or restriction made upon advice of competent counsel that the same is superior to the lien of this Mortgage; for title insurance, or extension thereof, in connection with any suit to enforce or foreclose this Mortgage; or to recover any sums hereby secured, together with interest on all such sums and interest, this Mortgage shall stand as security in like manner and effect as for the payment of said indebtedness.

8. This Mortgage shall carry no prepayment penalties.

9. Notwithstanding anything to the contrary herein contained, "Mortgagor" shall repay the indebtedness hereby secured upon the sale and closing of any lot or lots subject to this Mortgage and described in Exhibit "A" attached.

10. "Mortgagee" shall release from the lien of this Mortgage such lot or lots repaid by "Mortgagor", as provided for in Paragraph 9 above. Such release or releases are conditioned upon the fulfillment of the terms and conditions of this Mortgage and "The Agreement" and the payment at closing for each lot, the sum of Six Thousand Dollars (\$6,000) plus interest as provided by "The Agreement". All such lots shall be released on an individual basis and simultaneously with the closing of the sale of each individual lot.

11. If "Mortgagor" shall fail to pay any sums or fail to perform any other obligations required of it under the terms of "The Agreement", or if default shall be made in the performance of any covenant, condition or agreement of this Mortgage, or any other agreement given as security for said Mortgage, or upon the transfer or sale of any property given as security hereunder without the prior written consent of the

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"Mortgagee", which written consent shall not be unreasonably withheld, then the whole indebtedness and obligations hereby secured with all interest thereon, and all other amounts secured hereby shall, at the option of the "Mortgagee" become immediately due and payable and this Mortgage subject to foreclosure; and "Mortgagee" shall have the right and is hereby authorized to enter upon and take possession, of the "Premises", and after or without taking possession, to sell the same at the main entrance of the Courthouse in Shelby County, Alabama, where the above described real estate is located, at public outcry for cash, after having given notice of the time, place and terms of sale by publication once a week for three successive weeks prior to said sale in some newspaper published in said County, and, upon payment of the purchase money, "Mortgagee" or any person conducting said sale for "Mortgagee" is authorized and empowered to execute to the purchaser at said sale a deed to the "Premises" so purchased. And "Mortgagee" may bid at said sale and purchase said "Premises", or any part thereof, if the highest bidder therefor. At said foreclosure sale, the "Premises", or any remaining part hereof, may be offered for sale and sold as a whole without first offering it in any other manner as "Mortgagee" may elect.

12. Anything herein to the contrary notwithstanding, as a condition to exercising its option to accelerate the maturity of the indebtedness secured hereby, "Mortgagee" shall be required first to give the "Mortgagor" written notice, by certified mail, addressed to ENMAR Corporation, Attention: Roger Dale Massey, specifying such default and giving "Mortgagor" a period of ten (10) days thereafter in the case of default in the payment of the note secured hereby, and thirty (30) days in the case of any other default in which to cure such default.

13. The proceeds of such foreclosure sale shall be applied: First, to the expenses of advertising and selling, including reasonable attorney's fees; second, to the repayment of any money, with interest thereon, which "Mortgagee" may have paid, or become liable to pay, or which it may then be necessary to pay, for taxes, assessments, insurance or other charges, liens, or debts as hereinabove provided; third, to the payment and satisfaction of the obligations and indebtedness hereby specifically secured with interest to date of sale; fourth, the balance, if any, shall be paid to the party or parties appearing of records to be the owner of the "Premises" at the time of the sale after deducting any expense of ascertaining who is such owner. If this Mortgage be foreclosed through the Courts of this State, then in that event, reasonable attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale.

14. "Mortgagor" waives all rights or exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage.

15. After foreclosure of this Mortgage, "Mortgagor" and all holding under it shall become and be conclusively presumed to be tenants at will of the purchaser at the foreclosure sale.

16. Any promise made by "Mortgagor" herein to pay money may be enforced by a suit at law, and the security of this Mortgage shall not be waived thereby, and as to such debts the "Mortgagor" waives all rights of exemption under the Constitution and laws of the State of Alabama and agrees to pay a reasonable attorney's fee for the collection thereof.

17. No delay or failure of the "Mortgagee" to exercise any option to declare the maturity of any debt or obligation secured by this Mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such

forfeiture either as to past or present default on the part of said "Mortgagor"; and the procurement of insurance or payment of taxes by the "Mortgagee" shall not be taken or deemed as a waiver of the right to declare the entire unpaid indebtedness or obligation secured by this Mortgage immediately due and payable subject to the written notice provisions as provided hereinabove; and such election may be made although the "Mortgagee" may at any time or times prior to the rejection of such payment have accepted any late payment or payments it being agreed that no notice need be given to the "Mortgagor" that future payments must be made within the time prescribed such former acceptances.

18. "Mortgagee" shall have access to and the right to inspect said "Premises" at all reasonable times.

19. In the event of the passage after the date of this Mortgage of any law of the State of Alabama changing in any way the laws now in force for the taxation of mortgages or debts secured thereby, for state or local purposes, or the manner of the operation of any such taxes so as to affect the interest of "Mortgagee", then and in such event, "Mortgagor" shall bear and pay the full amount of such taxes, provided that if for any reason payment by "Mortgagor" of any such new or additional taxes would be unlawful, or if the payment thereof would constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the note or the within Mortgage, or otherwise, "Mortgagee" may, at its option, declare the whole sum secured by this Mortgage with interest thereon to be immediately due and payable, or "Mortgagee" may, at its option, pay the amount or portion of such taxes as renders the indebtedness or obligation secured hereby unlawful or usurious, in which event "Mortgagor" shall concurrently therewith pay the remaining lawful and nonusurious portion or balance of said taxes.

20. Any one or more of the following events, shall constitute an event of default:

(a) Failure by "Mortgagor" to pay as and when due the Promissory Note hereby secured, or taxes and insurance premiums.

(b) Failure by "Mortgagor" to duly observe any other covenant, condition or agreement of this Mortgage or "The Agreement" or any other instrument securing "The Agreement" and all collateral thereto; or,

(c) Filing by "Mortgagor" of a voluntary petition in Banruptcy or "Mortgagor's" adjudication as a bankrupt or insolvent, or the filing by "Mortgagor" 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 "Mortgagor's" seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of "Mortgagor" or all or any substantial part of the mortgaged property or of any or 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 an order, judgment, or decree approving a petition filed against "Mortgagor" seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of ninety (90) days (whether or not consecutive) from the date of the entry thereof, or the appointment of any trustee, receiver or liquidator of "Mortgagor" 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 "Mortgagor" which appointment shall remain unvacated and unstayed for an aggregate of ninety (90) days (whether or not consecutive); or,

(e) The entry by any Court of last resort of a decision that an undertaking by "Mortgagor" as herein provided to pay taxes, assessments, levies, liabilities, obligations and encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for any purpose or the manner of collection of any such taxes, so as to affect adversely this mortgage or the debt secured hereby.

21. All the covenants, conditions and agreements hereof shall bind the respective successors, assigns, heirs or personal representatives of the "Mortgagor" and shall inure to the benefit of and be available to the successors and assigns of "Mortgagee", except as otherwise herein expressly provided. The rights, options, powers and remedies herein provided shall be cumulative and no one or more of them shall be exclusive of

the other or others, or of any right or remedy now or hereafter given or allowed by law.

22. If "Mortgagor" shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall do and perform all acts and agreements to be done and performed by "Mortgagor" under the terms and provisions of this Mortgage, "The Agreement" and any other Agreement given as security for said Mortgage, then this conveyance shall be and become null and void, and "Mortgagee" shall satisfy this Mortgage at the expense of "Mortgagor".

23. This Mortgage shall be governed by and construed according to the laws of the State of Alabama.

IN WITNESS WHEREOF, said ENMAR Corporation, by its authorized agent who hereunto sets his signature and seal on this 30th day of MAY, 1986.

ENMAR CORPORATION,

BY: Roger Massey (L.S.)
Its President

ATTEST:

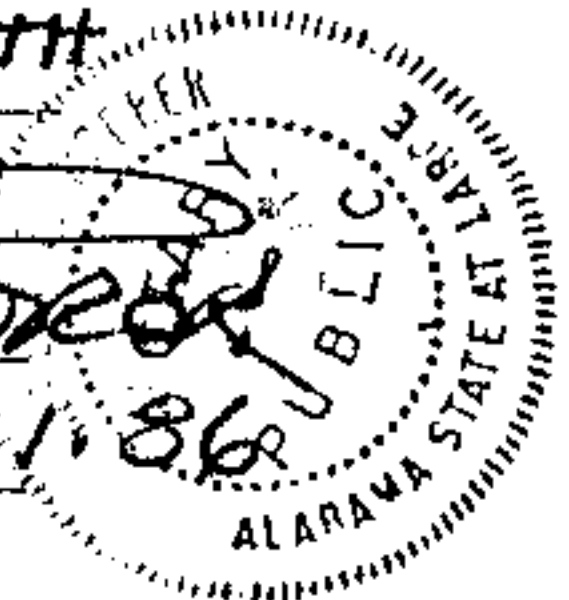
BY: James W. Elbert
Its Secretary

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

Given under my hand and official seal this the 30th day of MAY, 1986.

Robert E. Todd
NOTARY PUBLIC
My commission expires: 11-21-86



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EXHIBIT "A"

Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 30, 31, 32, 33, 35, 39, located in that property known as Olde Towne Forest, First Sector, as recorded in Map Book 9, page 133 in the Office of the Probate Judge of Shelby County, Alabama and recorded on the 20th day of January, 1985.

and

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Begin at the Southeast corner of Lot 30 of Olde Towne Forest as recorded in Map Book 9, page 133 in the Office of the Probate Judge of Shelby County, Alabama, thence in a Northwesterly direction, along the Southwesterly line of said Lot 30, a distance of 225.78 feet to the Easterly right of way of Seventh Street N.W., thence 1 deg. 42 min. 48 sec. left, in a Northwesterly direction, a distance of 50.03 feet to the Southeast corner of Lot 12 of said Olde Towne Forest, thence 7 deg. 58 min. 38 sec. left, in a Northwesterly direction, a distance of 139.08 feet, thence 71 deg. 42 min. 59 sec. left, in a Southwesterly direction, a distance of 92.40 feet, thence 15 deg. 37 min. 13 sec. right, in a Southwesterly direction, a distance of 144.82 feet to the Easterly right of way of Shelby County Highway 95, thence 49 deg. 02 min. 59 sec. left, in a Southerly direction, along said right of way, a distance of 50.0 feet, thence 21 deg. 48 min. 05 sec right, in a Southwesterly direction, a distance of 53.85 feet, thence 21 deg. 48 min. 05 sec. left, in a Southerly direction, a distance of 446.90 feet to the North line of Alabaster Gardens as recorded in Map Book 3, page 151 in the Office of the Judge of Probate of Shelby County, Alabama, thence 89 deg. 59 min. 58 sec. left, in an Easterly direction, along the North line of said Alabaster Gardens, a distance of 688.10 feet, thence 90 deg. 07 min. 25 sec. left, in a Northerly direction, a distance of 45.27 feet to the beginning of a curve to the left, said curve having a radius of 125.0 feet and a central angle of 89 deg. 52 min. 35 sec., thence along arc of said curve a distance of 196.08 feet to end of curve, thence continue, in a Westerly direction, a distance of 17.62 feet, thence 89 deg. 22 min. 59 sec. right, in a Northerly direction, a distance of 243.03 feet, thence 8 deg. 59 min. 51 sec. right in a Northeasterly direction, a distance of 156.76 feet to the Point of Beginning;

ALSO KNOWN AS:

Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, Olde Towne Forest, First Addition, to be recorded in the Probate Office of Shelby County, Alabama.

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

1986 JUN -3 AM 8:46

Thomas W. Henderson, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax		<u>288.00</u>
3. Recording Fee		<u>30.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>319.00</u>