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This mortgage is filed as additional security to the UCC-1 Financing Statements filed herewith and any recording privilege tax due has been paid thereon.

STATE OF ALABAMA)
SHELBY COUNTY)

LEASEHOLD MORTGAGE

THIS LEASEHOLD MORTGAGE is made as of May 15, 1986, by and between

Birmingham Cellular Telephone Company,
an Alabama general partnership
102 Oxmoor Road, Suite 130
Birmingham, Alabama 35209

AT & T TECHNOLOGIES, INC.,
a New York corporation
One Oak Way
Berkley Heights, New Jersey 07922-2727

("Mortgagor")

("Mortgagee")

Mortgagor is justly indebted to Mortgagee for borrowed money in the principal sum of ELEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$11,500,000.00) or so much thereof as may be advanced pursuant to an Agreement for Purchase and Sale of Autoplex System 10 Cellular Equipment Software and Services (the "Purchase Agreement") dated as of May 15, 1986, between Mortgagor and Mortgagee, the terms and conditions of which are incorporated herein by this reference, evidenced by a master note dated as of May 15, 1986, (the "Note"), with interest thereon as provided therein, executed and delivered by Mortgagor to the order of Mortgagee, with principal and interest payable as stated therein, and with other provisions and obligations, all of which are incorporated herein by reference. The obligations evidenced by the Note are finally due and payable in installments ending on May 15, 1996.

For the purpose of securing the prompt payment of the above-mentioned indebtedness and all interest thereon, and the payment of any further sum or sums for which Mortgagor may hereafter become indebted to Mortgagee under the provisions hereof and securing the fulfillment of all the covenants and conditions hereinafter contained, the undersigned has bargained and sold, and does hereby grant, bargain, sell and convey to Mortgagee, its successors and assigns, all of Mortgagor's leasehold interest in accordance with the terms of that certain lease (the "Lease") among ALLEN WILSON and his wife, BETTY FAYE WILSON, and L.P. WILSON, an unmarried man, as Landlord, and Mortgagor, as Tenant, dated March 21, 1986, and all other rights, title and privileges under the Lease in and to that certain parcel of real estate lying and being in the County of Shelby, State of Alabama, more particularly described on Exhibit A attached hereto and made a part hereof (the "Real Estate"); and

(A) Together with all rights, title and interest now or hereafter owned by Mortgagor in and to all buildings, structures, towers, and other improvements, fixtures and personal property attached or appertaining to said premises, now or hereafter located on the Real Estate, or any part or parcel thereof; and

Thomas D. Ausley
Hasbani, Shugart & Springsteen
Attorneys at Law
Birmingham, Alabama

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(B) Together with all and singular all rights, privileges, interests, tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining, including, without limitation, any after-acquired title and easement, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and

(C) Together with any and all rents and other revenues thereof which are now due or may hereafter become due by reason of the renting, leasing and bailment of the Real Estate or improvements thereon; and

(D) Together with all right, title and interest of Mortgagor in and to all modifications, extensions, amendments and renewals of the Lease and all options and rights to renew or extend the same, including, but not limited to, the options contained therein, and all other, further or additional title, estate, interest or rights which Mortgagor may now have or hereafter acquire in and to the Real Estate; and

(E) Together with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to taking of, or decrease in the value of, the Real Estate, to the extent of all amounts which may be secured by this mortgage at the date of receipt of any such award or payment by Mortgagee and of the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

To have and to hold the leasehold estate described hereinabove, and the rights, options, privileges and powers hereby granted (which leasehold estate shall hereinafter be referred to as the "Property") unto the Mortgagee, its successors and assigns, for and during the entire rest, residue and remainder of the term of years granted under the Lease and each and every renewal or extension thereof.

PROVIDED HOWEVER, that the Mortgagee's interest in the property hereby created is subordinated and junior to the interest of Chemical Bank, a New York banking corporation, in the property created by the Leasehold Mortgage dated the date hereof between Mortgagor and such bank.

COVENANTS OF MORTGAGOR

Mortgagor, in order to more fully protect the security of this Mortgage, covenants and agrees as follows that:

1. (i) the Lease is valid and existing, (ii) Mortgagor has full right and power to mortgage and convey the Property, (iii) the Property is free from all liens and encumbrances except a Leasehold Mortgage in favor of Chemical Bank, dated as of May 15, 1986, and easements, restrictions and stipulations of record, governmental laws and regulations affecting the Property and liens for real property taxes and assessments not yet due and payable, (iv) there presently exists no default under the Lease, and (v) the Lease is a valid and subsisting lease for the term therein set forth and the Mortgagor has a valid and subsisting leasehold estate as a lessee under the

Lease, subject to no lien or encumbrance other than the lien and encumbrance granted by the leasehold mortgage described above and this Mortgage.

2. Mortgagor will perform and observe all of the terms, covenants and conditions required to be performed and observed by the Mortgagor as the tenant under the Lease and to do all things necessary to preserve and keep unimpaired Mortgagor's rights thereunder.

3. Mortgagor will take no action nor give any notice which would have the effect of terminating or permitting the termination of the Lease, and that it will notify the Mortgagee promptly in writing at the address above, unless otherwise notified in writing, after learning of any condition that with or without the passage of time or the giving of any notice might result in a default under or the termination of the Lease.

4. Mortgagor will not hereafter enter into any agreement purporting to modify, alter or amend the Lease without the prior written consent of the Mortgagee.

5. Mortgagor will pay the Notes and interest thereon when due.

6. Mortgagor (a) will maintain the Property in good condition and repair, (b) will not commit or suffer waste thereof, and (c) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property, and will not suffer or permit any violation thereof.

7. If Mortgagor fails to pay rents or other charges due under the Lease, then Mortgagee may, at its option, pay such rent or charges, and the money so advanced by Mortgagee, with interest thereon at the maximum legal rate of interest, payable semi-annually, shall be paid by Mortgagor to Mortgagee on demand, and such advances shall be secured by this Mortgage and the lien therefor shall be deemed equal in dignity to the lien securing the other indebtedness hereby secured.

8. If Mortgagor fails: (a) to pay any installment of principal or interest provided for in the Note after the same become due; or (b) to pay rent or other charges under the Lease when due; or (c) to keep the Property in good condition and repair; or (d) to keep or perform any covenant or stipulation of this Mortgage; or (e) if Mortgagor is adjudged bankrupt in either voluntary or involuntary proceedings; or (f) if Mortgagor fails to comply with the terms and conditions of the Lease; or (g) if an "Event of Default," as that term is defined in the Purchase Agreement or the Note, occurs; then in any of such cases, Mortgagee may declare the whole indebtedness secured hereby to be at once due and payable, and forthwith proceed to collect the same and to enforce this Mortgage by suit or otherwise. Mortgagor hereby waives, while any of the foregoing defaults shall exist and be continuing, all right to the possession, income and rents of the Property, and Mortgagee is expressly authorized and empowered, while any of the foregoing defaults shall exist and be continuing, (i) to enter into and upon, and to take possession of, and operate all facilities on, the Property, and exclude Mortgagor therefrom, (ii) to conduct, either personally or by its agents, Mortgagor's business in the Property, or (iii) to exercise all rights of Mortgagor with respect to the Lease and the Property.

Mortgagee shall have no obligation to take possession of the Property or to conduct Mortgagee's business in the Property, but if Mortgagor does so, it shall comply with all the terms and conditions of the Lease. Mortgagor agrees to pay to Mortgagee reasonable attorneys' fees incurred by Mortgagee in the event of a default hereunder to the extent such fees are actually paid or agreed to be paid by Mortgagee, except such fees as are paid by Mortgagee to a salaried employee of Mortgagee, and any such fees paid hereunder shall be secured by this Mortgage and the lien therefor shall be deemed equal in dignity to the lien securing the other indebtedness hereby secured. This Mortgage shall secure payment to Mortgagee by Mortgagor of such fees.

9. No delay by Mortgagee in the exercise of any of its rights or remedies hereunder, or otherwise afforded by law, shall operate as a waiver thereof, or preclude the exercise thereof during the continuance of any default hereunder. An express waiver of any obligation of Mortgagor shall not at any time thereafter be held to be a waiver of any of the terms or conditions of this Mortgage except as specified in the express waiver, and that only for the time and to the extent stated in the express waiver.

10. Without affecting the liability of Mortgagor or any subsequent persons who become obligated (except any person expressly released in writing) to pay any indebtedness secured hereby or to perform any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent: (i) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (ii) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge thereof; (iii) exercise or refrain from exercising or waive any right Mortgagee may have; (iv) accept additional security of any kind; and (v) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Property mortgaged hereby.

11. This Mortgage shall secure all renewal notes executed in lieu of the Note and also any extensions of the Note. This Mortgage shall secure any additional indebtedness which Mortgagor may owe to Mortgagee, whether direct, indirect, future, contingent or otherwise and whether arising under the Purchase Agreement, this Mortgage or otherwise.

PROVIDED, HOWEVER, that subject to the second sentence of the next preceeding paragraph if Mortgagor pays in full the indebtedness secured hereby and any and all additional indebtedness arising under the Purchase Agreement, this Mortgage or otherwise and performs all the covenants and stipulations hereof, Mortgagee shall immediately release this Mortgage on the request of and at the cost of Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto, and wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the
above date.

BIRMINGHAM CELLULAR TELEPHONE
COMPANY,

By CELLSOUTH PARTNERS OF
BIRMINGHAM, a General Partner,

By CHARISMA COMMUNICATIONS/
BIRMINGHAM, INC., a General
Partner,

By

Title:

By MAXCELL TELECOM PLUS OF
BIRMINGHAM, INC., a
General Partner,

By

Title:

By MAXCELL TELECOM PLUS OF
BIRMINGHAM, INC., a General Partner,

By

Title:

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DISTRICT OF COLUMBIA,SS.:

I, the undersigned, a Notary Public in and for the District of Columbia, hereby certify that Donald R. DePriest, as President, and attorney-in-fact of CHARISMA COMMUNICATIONS/BIRMINGHAM, INC., a general partner of CELLSOUTH PARTNERS OF BIRMINGHAM, a general partner of BIRMINGHAM CELLULAR TELEPHONE COMPANY, party to that certain instrument bearing date on the 11th day of June, 1986, and hereto annexed, personally appeared before me in said District, the said Donald R. DePriest, being personally well known to me as the President and attorney-in-fact for the said corporation, and acknowledged said instrument to be the act and deed of the said corporation as general partner of CELLSOUTH PARTNERS OF BIRMINGHAM as general partner of BIRMINGHAM CELLULAR TELEPHONE COMPANY, and that he delivered the same as such.

Given under my hand and official seal this 11th day of June, 1986.

Gale D. Cummings
Notary Public

My Commission Expires: _____

My Commission Expires March 14, 1991

DISTRICT OF COLUMBIA,SS.:

I, the undersigned, a Notary Public in and for the District of Columbia, hereby certify that Ira M. Lieberman, as President, and attorney-in-fact of MAXCELL TELECOM PLUS OF BIRMINGHAM, INC., a general partner of CELLSOUTH PARTNERS OF BIRMINGHAM, a general partner of BIRMINGHAM CELLULAR TELEPHONE COMPANY, party to that certain instrument bearing date on the 11th day of June, 1986 and hereto annexed, personally appeared before me in said District, the said Ira M. Lieberman, being personally well known to me as the President and attorney-in-fact for the said corporation, and acknowledged said instrument to be the act and deed of the said corporation as a general partner of CELLSOUTH PARTNERS OF BIRMINGHAM as general partner of BIRMINGHAM CELLULAR TELEPHONE COMPANY, and that he delivered the same as such.

Given under my hand and official seal this 11th day of June, 1986.

Gale D. Cummings
Notary Public

My Commission Expires: _____

My Commission Expires March 14, 1991

DISTRICT OF COLUMBIA, SS.:

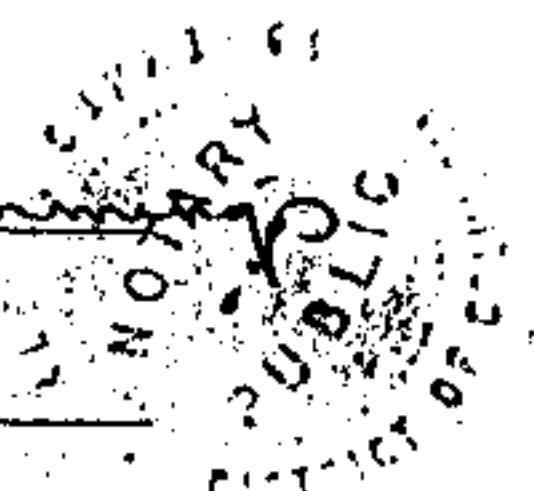
I, the undersigned, a Notary Public in and for the District of Columbia, hereby certify that Ira M. Lieberman as President, and as attorney-in-fact of MAXCELL TELECOM PLUS OF BIRMINGHAM, INC., a general partner of BIRMINGHAM CELLULAR TELEPHONE COMPANY, party to the foregoing and attached instrument bearing date of the 11th day of June, 1986, personally appeared before me in said District, the said Ira M. Lieberman being personally well known to me as the person named as the President and attorney-in-fact for the said corporation as general partner of BIRMINGHAM CELLULAR TELEPHONE COMPANY and acknowledged said instrument to be the act and deed of the said corporation as general partner, and that he delivered the same as such.

Given under my hand and official seal this 11th day of June, 1986.

Grace D. Cunningham
Notary Public

My Commission Expires: _____

My Commission Expires March 14, 1991



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This instrument prepared by:
THOMAS A. ANSLEY
HASKELL SLAUGHTER YOUNG & LEWIS
800 - First National Southern Natural Building
BIRMINGHAM, ALABAMA 35203

Please return this instrument to:
THOMAS A. ANSLEY
HASKELL SLAUGHTER YOUNG & LEWIS
800 - First National Southern Natural Building
BIRMINGHAM, ALABAMA 35203

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EXHIBIT A

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the Northeast Quarter of the Southwest Quarter of Section 17, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest Corner of said Northeast Quarter of the Southwest Quarter; thence proceed easterly along the North line of said Northeast Quarter of the Southwest Quarter 376 feet to the POINT OF BEGINNING; thence proceed southerly and parallel to the West line of said Northeast Quarter of the Southwest Quarter, 467.00 feet to a point; thence proceed easterly and parallel to the North line of said Northeast Quarter of the Southwest Quarter 467.00 feet to a point; thence proceed northerly and parallel to the West line of said Northeast Quarter of the Southwest Quarter 467.00 feet to a point on the North line of said Northeast Quarter of the Southwest Quarter; thence proceed westerly along said North line of the Northeast Quarter of the Southwest Quarter 467.00 feet to the POINT OF BEGINNING.

Containing 5.0 acres, more or less.

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

1986 JUN 12 PM 3:41

Thomas A. Shanderson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>20.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>21.00</u>