

EXCULPATED PURCHASE MONEY MORTGAGE

THIS INDENTURE (hereinafter referred to as "Mortgage") made and entered into this 7th day of October, 1986, by and among CROW WOOD SPRINGS PHASE II LIMITED PARTNERSHIP, a Georgia limited partnership (the "Mortgagor") and HILL CREST FOUNDATION, INC., an Alabama corporation (the "Mortgagee");

WITNESSETH, THAT Mortgagor in consideration of the debt hereinafter described, and the sum of One Dollar (\$1.00) paid to Mortgagor by Mortgagee, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto Mortgagee, its successors and assigns, the property described in Exhibit "A" hereto attached and incorporated herein, which real estate, together with the following described property is collectively referred to as the "Property", together with:

I.

All buildings, appurtenances and improvements thereon situated or which may hereafter be erected or placed thereon, and all right, title and interest of Mortgagor in and to all rents, issues and profits, streets, boulevards, avenues or public thoroughfares in front of and adjoining the above-described premises, thereunto attached or belonging to said premises including the reversion and reversions and remainder and remainders thereof.

II.

The tenements, hereditaments, easements, appurtenances and appendages to said estates and premises belonging, and all the estate, right, title and interest, property, possession, claim and demand whatsoever, as well in law as in equity, which the said Mortgagor now has or hereafter may acquire in and to the above-described premises and every part and parcel thereof.

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Jack A.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto belonging, unto Mortgagee, his successors or substitutes, in fee simple.

Mortgagor hereby warrants that Mortgagor is lawfully seized of an indefeasible estate in fee simple of the Property, and has good right to convey the same; that the Property is free and clear from any encumbrance done or suffered by it or those under whom it claims and that it will warrant and defend the title to the Property unto Mortgagee and its successors and assigns forever, against the lawful claims and demands of all persons whomsoever except for the "Permitted Exceptions" set forth in Exhibit "B" attached hereto and made a part hereof.

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This instrument is made and intended to secure the performance by Mortgagor of the covenants and agreements herein contained and the payment by Mortgagor of the sum of One Million Thirty-Nine Thousand Four Hundred Forty and 45/100 Dollars (\$1,039,440.45) together with interest thereon, as provided in the note (the "Note") executed by Mortgagor payable to Mortgagee of even date herewith, and further to secure all advances made by Mortgagee to protect the lien of this Mortgage against any prior lien or liens and such advances shall at once be due to Mortgagee in addition to the regular payments required by the Note and shall bear interest at the rate provided in the Note, except as otherwise provided herein, from the date of advancement until paid and all advances so made shall be included as additional amounts secured by this Mortgage.

Mortgagor hereby expressly covenants and agrees as follows:

1. Payment. To pay the Note according to the tenor thereof and the interest thereon promptly as the same shall become due.

2. Taxes. To pay all taxes and assessments, general or special, and all public charges including street improvement benefit judgments already levied or assessed or that may hereafter be levied or assessed upon or against the Property, when due and payable according to law, before they become delinquent and before any interest or penalty shall attach; also to keep the Property free from all statutory lien claims of every kind.

3. Insurance. Mortgagor shall maintain at the cost and expense of Mortgagor such public liability insurance as Mortgagee may reasonably request, insuring Mortgagor and Mortgagee against liabilities, claims, damages and losses to persons and property arising by reason of the use or occupation of the Property.

4. Payments by Grantee. Should Mortgagor fail to make payment of any taxes, assessments or public charges before they become delinquent, or before any interest or penalty shall attach, or of any insurance premiums or other charges payable by it, then Mortgagee may make payments of the same, and also may redeem the Property from tax sale. In case of such payments by Mortgagee, Mortgagor agrees to reimburse Mortgagee on demand, in the amounts so paid, with interest thereon at the rate provided in the Note, which shall be added to and become part of the debt secured by this Mortgage, without waiver of any right arising from breach of any of the covenants hereunder, and for such payments, with interest as aforesaid, the Property shall be bound to the same extent that it is bound for the payment of the Note.

5. Release of this Mortgage. If Mortgagor shall fully pay said Note according to its tenor, or any extension or renewals thereof, and shall fully pay all other debts or liability that may become due and owing hereunder and secured hereby, and shall faithfully and promptly comply with and perform each and every other covenant and provision herein on the part of Mortgagor to be complied with and performed, then these presents shall be void, and shall be released at the expense of Mortgagor.

6. Default and Remedies. If the Note, or any installment of principal or interest thereof, or if any taxes or assessments, general or special, or public charges, including street improvement benefit judgments, be not promptly paid as they become due, before they become delinquent, and before any interest or penalty for non-payment shall attach, or if any insurance premiums be not paid as agreed, or if prior mechanic's liens be not released, or if default be made in the due fulfillment of the covenants and agreements or any of them herein contained, or upon the happening of any other event that according to the terms of this Mortgage shall entitle the holder of the Note to accelerate the due date thereof, and such default shall remain uncured for thirty (30) days or longer after written notice thereof shall have been given by Mortgagee to Mortgagor, at the option of Mortgagee the whole of said Note shall become due and be paid as hereinafter provided, Mortgagee shall have the right to foreclose this Mortgage, and, after giving at least twenty-one (21) days' notice by advertising the time, place and terms of sale in a newspaper of general circulation in the county wherein the Property is located once a week for three (3) weeks, Mortgagor may proceed to sell the Property or so much thereof as may be necessary, in whole or in parcels, at public outcry to the highest bidder, for cash in hand, at the front door of the courthouse in said county, and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof; and Mortgagee shall have the right to purchase at such sale if Mortgagee is the highest bidder, and to be credited with the amount of the debt held by it against the purchase price at such sale on paying the costs, expenses and necessary charges thereof. The proceeds of said sale shall be applied first to payment of the expenses of said sale, next to the payment of said debt and interest thereon, and the remainder, if any, paid to Mortgagor.

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7. Notices. Each notice required or permitted to be given in connection with this Mortgage shall be in writing deposited with the United States Postal Service or any official successor thereto, Certified Mail, Return Receipt Requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention) as shown below. Each such notice shall be effective upon being so deposited, but the time period in which a response to any such notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept or the inability of the United States Postal Service to deliver because of a changed address of which no notice was given shall be deemed to be the receipt of the notice sent. In the event that Certified Mail Service is not being provided by the United States Postal Service or any official successor thereto at the time in question, each notice may then be served by personal service or sent by regular mail to the addressee as hereinafter provided. Each party shall have the right from time to time to change the address to which notices are to be sent and to specify up to two additional addresses to which copies of notices to it shall be sent by giving the other parties at least ten (10) days prior notice of the changed address or additional addresses. The initial addresses for the parties shall be:

Mortgagor:

Crow Wood Springs Phase II Limited Partnership
c/o Crow-Terwilliger Partners, Inc.
Attn: Marcus E. Bromley
2849 Paces Ferry Road
Suite 120
Atlanta, Georgia 30339

Mortgagee:

Hill Crest Foundation, Inc.
Suite 1615, Financial Center
Birmingham, Alabama 35203
Attn: Mr. Jack G. Paden

8. Exculpation. Notwithstanding anything contained herein to the contrary, by its acceptance hereof, Mortgagee agrees that in any action or proceeding brought with regard to this Mortgage or on any instrument secured by this Mortgage, no deficiency or other money judgment shall be sought, brought or enforced against Mortgagor or any partner in Mortgagor. Mortgagee shall look solely to the collateral conveyed by this Mortgage and the rents, issues, proceeds and profits thereof, for payment of the Note and any and all other obligations secured by this Mortgage. Mortgagee shall have no recourse against Mortgagor or any partner in Mortgagor personally or any claim against any assets of Mortgagor or any partner in Mortgagor other than the collateral and the rents, issues, proceeds and profits thereof with respect to this Mortgage, the Note, or any other obligation secured by this Mortgage. Nothing contained in this paragraph 8 shall act to limit the effect or enforceability of the corporate guaranty of the repayment of the indebtedness secured hereby, executed by Crow-Terwilliger Partners, Inc., in favor of Mortgagee.

9. Definitions of Terms. The terms Mortgagor and Mortgagee, together with any pronoun in connection therewith, whenever used in this instrument, so far as the context may permit or require shall be construed to include the singular and plural, the masculine, feminine or neuter, and this agreement shall be binding on and inure to the heirs, successors, assigns, executors, administrators, and legal representatives of the respective parties hereto.

10. Governing Law. This Mortgage shall be governed by and interpreted in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be executed under seal as of the day and year first above written.

[EXECUTIONS COMMENCE ON NEXT PAGE]

CROW WOOD SPRINGS PHASE II LIMITED
PARTNERSHIP, a Georgia limited
partnership

By: CTW Development Corp., a Georgia
corporation, sole general partner

By: David J. Elwell
Title: VP

Attest: Holly D. Kilmore
Title: Asst. Sec.

[Corporate Seal]

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STATE OF Georgia
COUNTY OF Cobb

I, Hubert H. Hyeman, a notary public in and for said county in said state, hereby certify that David I. Enoch and Holly D. Enoch whose names as Vice President and Assistant Secretary respectively, of CTW Development Corp., Inc., a Georgia corporation, the sole general partner of Crow Wood Springs Phase II Limited Partnership, a Georgia limited partnership, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation, as general partner of said partnership.

Given under my hand and seal of office this 8th day of October, 1986.

Hubert H. Hyeman
Notary Public

[NOTARY SEAL]

[NOTARY STAMP]

Notary Public, Georgia State at Large
My Commission Expires Jan. 26, 1992

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EXHIBIT A

LEGAL DESCRIPTION

PHASE II

All that tract or parcel of land being a part of Lot 1-A Cahaba River Park First Addition as recorded in Map Book 8, Page 62 in the office of the Judge of Probate of Shelby County, Alabama and being more particularly described as follows:

Commence at the N.W. corner of the N.W. 1/4 of the N.E. 1/4 of Section 35, Township 18 South, Range 2 West and run South along the West line of said 1/4-1/4 section a distance of 285.00 feet to the POINT OF BEGINNING; thence continue South along the West line of said 1/4-1/4 section and along the West line of the S.W. 1/4 of the N.E. 1/4 of said Section 35 for a distance of 1220.00 feet to a point on the Northerly right-of-way line of Riverview Road; thence 79°35' to the left in a Southeasterly direction along said right-of-way line a distance of 7.35 feet to the P.C. (point of curve) of a curve to the left having a radius of 256.63 feet and a central angle of 43°19'57"; thence Southeasterly, Easterly and Northeasterly along the arc of said curve and along said right-of-way line a distance of 194.09 feet to the P.T. (point of tangent) of said curve; thence Northeasterly in the tangent to said curve and along said right-of-way line a distance of 565.19 feet to the P.C. (point of curve) of a curve to the right having a radius of 499.28 feet and a central angle of 27°06'30"; thence Northeasterly along the arc of said curve and along said right-of-way line a distance of 236.22 feet to the P.T. (point of tangent) of said curve; thence Northeasterly in the tangent to said curve and along said right-of-way line a distance of 95.62 feet to the P.C. (point of curve) of a curve to the left having a radius of 228.06 feet and a central angle of 53°38'30"; thence Northeasterly along the arc of said curve and along said right-of-way line a distance of 213.52 feet to the P.T. (point of tangent) of said curve; thence Northeasterly in the tangent to said curve and along said right-of-way line a distance of 80.84 feet to the P.C. (point of curve) of a curve to the left having a radius of 3779.83 feet and a central angle of 1°29'03"; thence Northeasterly along the arc of said curve and along said right-of-way line a distance of 97.91 feet to a point; thence from the tangent of said curve, turn 90°21'20" to the left and run in a Northwesterly direction a distance of 14.52 feet to the P.C. (point of curve) of a curve to the left having a radius of 197.54 feet and a central angle of 37°15'; thence Northwesterly, Westerly and Southwesterly along the arc of said curve a distance of 128.43 feet to the P.T. (point of tangent) of said curve; thence Southwesterly on the tangent to said curve a distance of 185.79 feet to a point; thence 67°00'38" to the left to the tangent of a curve to the right having a radius of 75.00 feet and a central angle of 151°29'13"; thence Southwesterly, Westerly and Northwesterly along the arc of said curve a distance of 198.30 feet to a point; thence from the tangent of said curve, turn 64°32'40" to the left to the tangent of a curve to the right having a radius of 377.38 feet and a central angle of 39°05'50"; thence Northwesterly along the arc of said curve a distance of 257.51 feet to the P.T. (point of tangent) of said curve; thence Northwesterly on the tangent to said curve a distance of 508.99 feet to a point; thence 50°29'05" to the left in a Westerly direction a distance of 240.00 feet to the POINT OF BEGINNING, being designated Phase II per plat of survey by Walter Schoel Engineering Company dated December 2, 1985, revised December 12, 1985 and last revised August 20, 1986, bearing the seal and certification of Walter Schoel, Jr., Alabama Registration No. 3092.

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EXHIBIT "B"

1. Taxes for 1986 and all subsequent years but not yet due and payable.
2. All matters shown on that certain plat of survey for Crow Wood Springs Associates, Ltd., Wood Springs Associates, Ltd., Wachovia Bank and Trust Company, N.A. and Lawyer's Title Insurance Corporation dated December 2, 1985, and last revised August 20, 1986 and bearing the seal and certification of Walter Schoel, Jr., Alabama Registration No. 3092.
3. Title to minerals underlying caption lands, including release of damages with mining rights and privileges belonging thereto, as set forth in Deed Book 335, Page 58, in the Probate Office of Shelby County, Alabama.

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

1986 OCT -8 PM 2:33

Thomas A. Schumaker, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax		<u>1589.25</u>
3. Recording Fee		<u>25.00</u>
4. Indexing Fee		<u>100</u>
TOTAL		<u>1585.25</u>