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This Mortgage is being filed as additional security to UCC 605516 that was filed in connection with the Note herein referenced below on June 12, 1986, in the Office of the Judge of Probate of Jefferson County, Alabama and any recording privilege tax due has been paid thereon.

STATE OF ALABAMA)
SHELBY COUNTY)

**MORTGAGE
AND SECURITY AGREEMENT**

THIS INDENTURE (the "Mortgage") is being executed by BIRMINGHAM CELLULAR TELEPHONE COMPANY, an Alabama general partnership, as Mortgagor (hereinafter referred to as "Borrower") to AT&T TECHNOLOGIES, INC., a New York corporation as Mortgagee (herein referred to as "Lender").

ARTICLE I

GENERAL PROVISIONS

1.1 Loan.

Borrower is justly indebted to Lender for borrowed money in the principal sum of ELEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$11,500,000.00) (the "Loan") or so much thereof as may be advanced pursuant to that certain Agreement for Purchase and Sale of Autoplex System 10 Cellular Equipment Software and Services (the "Purchase Agreement") dated as of May 15, 1986, between Borrower and Lender, 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 Borrower to the order of Lender, 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.

1.2 Property.

In consideration of the Loan, to induce the Lender to make the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions or renewals of same and the payment of any further sum or sums for which Mortgagor may hereafter become indebted to Mortgagee under the Note or Purchase Agreement, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth, the Borrower has this day executed various other

This instrument prepared by:

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

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loan documents (all of the foregoing, together with the Note and the Purchase Agreement, being referred to herein collectively as the "Loan Documents"), and Borrower hereby does irrevocably grant, bargain, sell, alien, remise, release, confirm and convey to Lender, and to 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 (e) 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 development rights, air rights, water, water rights, and water stock 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; and

(b) All present and future structures, buildings, towers, improvements, septic systems, sewage lines and equipment, machinery, equipment, fixtures and fittings of any kind on the property, whether now owned or hereafter acquired by Borrower (the "Improvements"); and

(c) All appurtenances of the property and all rights of the Borrower 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 any septic system, sewer line, agreements, permits, easements, equipment, licenses, resolutions, and related rights pertaining to any sewer and septic system constructed on the property; and

(d) 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; and

(e) All general intangibles 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.

1.3 Subordination to lien of Chemical Bank.

Provided, however, that the Lender's interest in the Mortgaged Property hereby created is subordinated and junior to the interest of Chemical Bank, a New York banking corporation, in the property created by that certain Mortgage dated the date hereof between Borrower and such bank.

1.4 Security.

This instrument secures:

(a) Payments and performance of the Borrower's indebtedness and obligations under the Note including all extensions, renewals, substitutions and modifications of and to the Note.

(b) The payment and performance of the Borrower's obligations under this Mortgage, and under all of the other Loan Documents.

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

(d) The payment of the principal and interest on all other future loans or advances made by the Lender to the Borrower (or any successor in interest to the Borrower as the owner of all or any part of the Mortgaged Property) when the promissory note evidencing the loan or advance specifically states that it is secured by the Mortgage ("FUTURE ADVANCES"), including all extensions, renewals and modifications of any Future Advances.

(e) 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.

ARTICLE II

COVENANTS OF BORROWER

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

2.1 General.

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

2.2 Waste.

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.

2.3 Warranty of Title.

The Borrower covenants, subject to the lien of Chemical Bank referenced in Paragraph 1.3 above, 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

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lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature; and that Borrower shall and will warrant and forever defend the title thereto unto the Lender, its successors and assigns, against the claims of all persons whomsoever.

ARTICLE III

EVENTS OF DEFAULT

3.1 Borrower will be in default under this Mortgage if:

(a) Borrower fails to make any payment required by the Note or the Loan Documents within five (5) days after receipt of written notice from the Lender;

(b) Borrower fails to perform any other covenant or agreement contained in this Mortgage, or in the other Loan Documents, and does not cure that failure within twenty (20) days (or commence action to cure such failure within such twenty (20) days and thereafter diligently pursue the correction thereof) after receipt of written notice of such default;

(c) Borrower terminates its business, or permits an attachment or judicial seizure of any substantial part of its assets; or

(d) Borrower or any general partner of Borrower or any trustee of Borrowers 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 of the Borrower 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.

ARTICLE IV

REMEDIES

4.1 Acceleration and Sale Provisions.

If the Borrower is in default, the Lender may, at its continuing option, and without further 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 of the Borrower; or

(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.

4.2 Proceeds.

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

(a) 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.

(b) 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.

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

(d) FOURTH: The remainder, if any, to the person or persons appearing of record to be the owner of the property.

ARTICLE V

MISCELLANEOUS

5.1 Taxes, Utilities and Liens.

(a) The Borrower will pay promptly, when and as due, and will promptly exhibit to the Lender upon demand 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, 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 mechanics', laborers', 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; provided, however, Borrower shall have the right to contest in good faith any of the foregoing, but will indemnify Lender on account thereof.

5.2 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; or in the performance or observance of any other covenant, condition or term of this Mortgage or under any prior lien or junior lien or in any lease, 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.

5.3 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.

5.4 Notices.

All notices given under this Mortgage must be in writing and will be effectively served upon personal delivery or sent by certified United States mail, postage prepaid, sent to the Lender at Lender's address at AT&T Technologies, Inc., a New York corporation, One Oak Way, Berkley Heights, New Jersey 07922-2727, Attn: Treasurer, and sent to the Borrower at Birmingham Cellular Telephone Company, Suite 130, 102 Oxmoor Road, Birmingham, Alabama 35209, which addresses of Lender or Borrower may be changed by written notice.

5.5 Successors.

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

5.6 Miscellaneous/Actions By Lender.

(a) The invalidity or unenforceability of any one or more provisions of this Mortgage will in no way affect any other provision.

(b) 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.

(c) Whenever the context requires, the singular includes the plural and vice versa and each gender includes each other gender.

(d) The headings of the articles of this Mortgage are for convenience only and do not limit its provisions.

(e) Alabama law shall govern the provisions of this Mortgage.

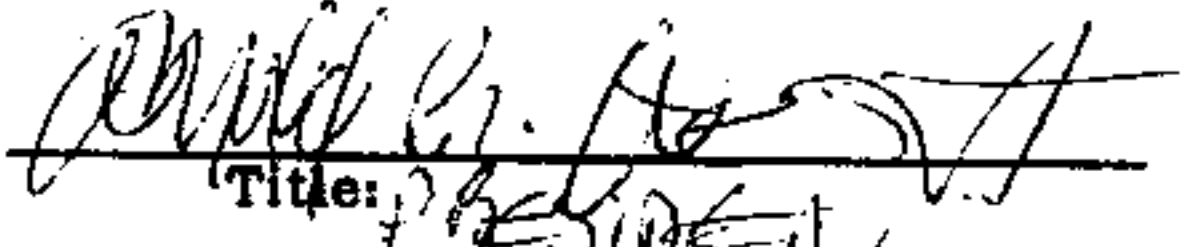
IN WITNESS WHEREOF, the hand and seal of Borrower is affixed hereon this 20th day of October, 1986.

"BORROWER:"

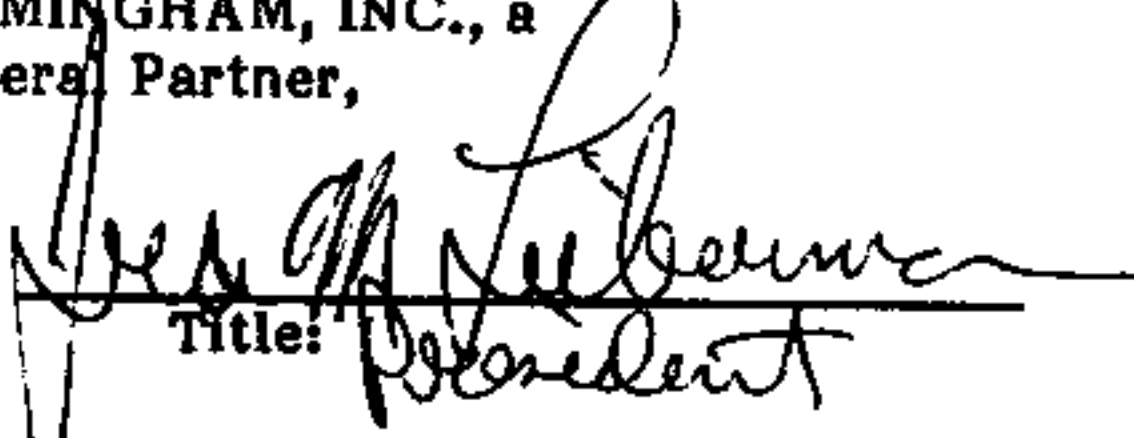
**BIRMINGHAM CELLULAR TELEPHONE
COMPANY,**

By **CELLSOUTH PARTNERS OF
BIRMINGHAM, a General Partner,**

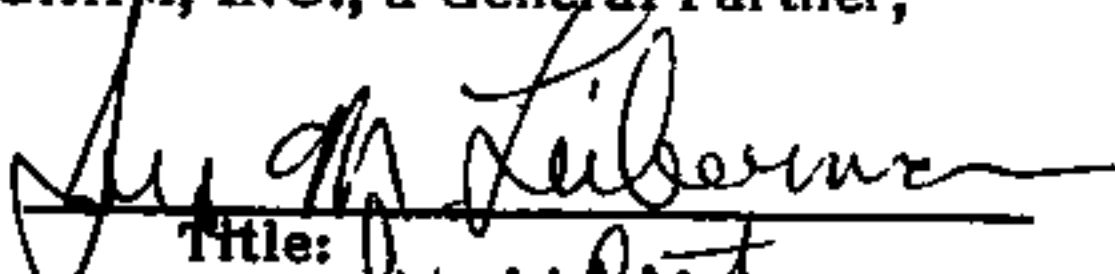
By **CHARISMA COMMUNICATIONS/
BIRMINGHAM, INC., a General
Partner,**

By 
Title: President

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

By 
Title: President

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

By 
Title: President

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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 20th day of October, 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 20th day of October, 1986.



Janice Sally Hayes
Notary Public

My Commission Expires: _____

My Commission Expires November 30, 1989

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STATE OF NEW YORK
~~DISTRICT OF COLUMBIA~~ SS.:
COUNTY OF QUEENS

I, the undersigned, a Notary Public in and for the ~~District of Columbia~~ ^{State of New York}, 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 20th day of October, 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 21st day of October, 1986.

Paul S. McDonough
Notary Public

My Commission Expires: _____
New York

1986.9

STATE OF NEW YORK
~~DISTRICT OF COLUMBIA~~ SS.:
COUNTY OF QUEENS

I, the undersigned, a Notary Public in and for the ~~District of Columbia~~ ^{State of New York}, 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 20th day of October 1986, 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 21st day of October, 1986.

Paul S. McDonough
Notary Public

My Commission Expires: _____
New York

1986.9

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EXHIBIT A

Lot 1, according to the Map of Skyland, as recorded in Map Book 3, Page 66, in
Probate Office of Shelby County, Alabama.
Situated in Shelby County, Alabama.

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3. Recording Fee 25.00 *Add Security*
4. Indexing Fee 1.00
TOTAL 26.00

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

1986 NOV -4 AM 9:59

[Signature]
JUDGE OF PROBATE