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THE STATE OF ALABAMA)  
SHELBY COUNTY )

ACCOMODATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, JEFFERSON LAND SERVICES, INC., an Alabama corporation (hereinafter referred to as "Borrower"), is contemporaneously with the execution of this Accomodation Mortgage (hereinafter referred to as "this Accomodation Mortgage" or "this Mortgage") becoming indebted to JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM, a federally chartered savings and loan association (hereinafter referred to as "Mortgagee"), in the principal sum of TWO MILLION and NO/100 DOLLARS (\$2,000,000.00) evidenced by one promissory note (the "Note" or "said note") of even date herewith payable to the order of Mortgagee, with interest thereon from date hereof according to the terms of the Note, said principal and interest sums being due and payable in accordance with the terms of said Note; and

WHEREAS, the undersigned, DOUBLE OAKS ASSOCIATES, an Alabama general partnership (hereinafter referred to as "Accomodation Mortgagor" or "Mortgagor") has agreed to execute this Accomodation Mortgage conveying the real and personal property described herein to secure the aforementioned indebtedness of JEFFERSON LAND SERVICES, INC. to JEFFERSON FEDERAL SAVINGS & LOAN ASSOCIATION OF BIRMINGHAM; and

WHEREAS, Borrower and Mortgagor, as herein defined, are desirous of securing the prompt payment of said note and the principal and interest provided for therein and any additional indebtedness accruing to Mortgagee on account of any future payments, advances or expenditures made by Mortgagee as hereinafter provided.

This is a FUTURE ADVANCE MORTGAGE and the Two Million and No/100 Dollars (\$2,000,000.00) shall be advanced by the Mortgagee to the Borrower in accordance with a Loan Agreement of even date

*Land Title*

herewith, the terms of which are made a part of this Accomodation Mortgage by reference.

NOW, THEREFORE, in consideration of the premises and the ultimate disbursement of the sum of Two Million and No/100 Dollars (\$2,000,000.00) to Borrower, in hand paid by Mortgagee, the receipt, adequacy and sufficiency whereof are hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due, Mortgagor does hereby grant, bargain, sell, assign and convey unto said Mortgagee, its successors and assigns, the real property described in Exhibit "A" which is attached hereto and incorporated herein as if set out in full and expressly made a part hereof by reference.

503K 110 PAGE 129  
TOGETHER WITH all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagor for the purpose of or used or useful in connection with the improvements located, or to be located, on the hereinabove described real estate, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. The personal property herein conveyed and mortgaged shall include, 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, air-conditioning and heating equipment and appliances, all kitchen and laundry equipment, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatever kind and nature (and in case such fixtures and articles are subject to the lien of a conditional sales contract, chattel mortgage or any other security interest, including any deposits or payments heretofore or hereafter made with respect thereto), electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, plants, trees, flowers and shrubs (including live and artificial), water fountains, benches,

tables or other items of furniture used in connection with the operation and maintenance of the real property described in said Exhibit "A", and all increases, substitutions, replacements, additions, and accessions thereto, and in general, all building material and equipment of every kind and character used or useful in connection with said improvements, and together with all the rights, privileges, tenements and appurtenances thereunto belonging or in any wise appertaining, including screen windows and doors, gas, steam, electric and other heating, lighting, and cooking apparatus, elevators, elevator machinery, escalators and escalator machinery, ice boxes, plumbing and other fixtures appertaining to the said premises, parking area sweeping and cleaning tools, equipment and accessories, all of which shall be deemed realty and conveyed by this Mortgage. Also, together with all and singular the buildings, improvements, ways, streets, alleys, passages, waters, water courses, rights, liberties, privileges, easements, tenements, hereditaments, and appurtenances thereunto appertaining, and the reversions and remainders, and all present and future leases, rents and profits connected with or derived from said premises, all of the said property, whether real or personal.

All of the hereinabove described real property, buildings and improvements situated thereon, and personal property are hereinafter referred to as "Mortgaged Premises".

TO HAVE AND TO HOLD the same with all the rights, privileges and appurtenances thereunto belonging or in anywise appertaining unto said Mortgagee, its successors and assigns forever.

And Mortgagor hereby covenants that Mortgagor is lawfully seized of said real property in fee simple, and has a good right to sell and convey the same; that the property is free from all encumbrances, except as set forth in Exhibit "B" attached hereto and made a part hereof, and that Mortgagor and Mortgagor's successors and assigns will forever defend the same unto Mortgagee and its successors and assigns against the claims of all persons whomsoever.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions and agreements by Borrower and Mortgagor:

1. Payment of Indebtedness. Borrower shall pay the indebtedness evidenced by said note and interest thereon when and as it shall become due, whether in due course or under any condition, covenant or agreement herein contained; together with any other indebtedness which Borrower or Mortgagor may owe to Mortgagee pursuant to the terms and provisions of the within Mortgage or other security instruments.

2. Cost of Protecting Mortgagee's Lien. Borrower and Mortgagor shall immediately pay to Mortgagee all sums, including costs, expenses, reasonable agent's or attorney's fees which Mortgagee may expend or become obligated to pay in any proceedings, legal or otherwise, to prevent the commission of waste, or to which Mortgagee is made a party because of its interest in the Mortgaged Premises, or 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; or 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, either in law or in fact; or to enforce any obligation of or to foreclose this Mortgage, or to recover any sums hereby secured; and for payment of all sums due under this paragraph including interest at a rate of two percent (2%) per annum, above the interest rate provided in said Note until paid, this Mortgage shall stand as security in like manner and effect as for the payment of the said indebtedness.

3. Taxes, Liens and Other Charges. Borrower and Mortgagor shall pay as the same shall become due all taxes and assessments that may be levied or accrue upon said Mortgaged Premises or any part thereof, or upon Mortgagee's interest therein, or upon this Mortgage, or the indebtedness or the evidence of indebtedness secured hereby, and all other charges that may become liens upon

the Mortgaged Premises; and shall not permit any lien which might take precedence over the lien of this Mortgage to accrue and remain on the Mortgaged Premises, or any part thereof, or on the improvements thereon.

4. Insurance. Borrower and Mortgagor will continuously maintain hazard insurance of such type or types and amounts as Mortgagee may from time to time require including rent insurance, flood hazard insurance, and war risk insurance (if available from the United States Government or an agency thereof), on the improvements now or hereafter on the Mortgaged Premises, and they will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be delivered to and held by Mortgagee with loss payable clauses in favor of and in form acceptable to Mortgagee. Also, Borrower and Mortgagor shall deliver to Mortgagee receipts for the premiums paid at least ten (10) days prior to the due date of such premiums. In the event of loss, Borrower and Mortgagor will give immediate notice by mail to Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of Mortgagor and Mortgagee jointly; and the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Premises in extinguishment of the indebtedness secured hereby, all right, title and interest of Mortgagor in and to any insurance policies then in force, and any and all proceeds due or which may become due thereon, shall pass to the purchaser or grantee.

5. Governmental Charges, Etc. Mortgagor shall:

(a) insure the Mortgaged Premises as hereinabove provided, (b) pay all or any part of said taxes or assessments so levied, accrued or assessed on and against the Mortgaged Premises, (c) pay immediately and discharge any and all liens, debts and

charges which might become liens superior to the lien of this Mortgage, and (d) keep the Mortgaged Premises in good condition and repair. The failure of Mortgagor to perform any one or more of the covenants in this paragraph of the within Mortgage shall constitute an event of default hereunder, and this Mortgage shall be subject to foreclosure at the option of Mortgagee. Mortgagee may, however, at its option, insure the Mortgaged Premises and pay said taxes, assessments, debts, liens and charges, or enter upon the Mortgaged Premises and make such repairs as it may deem necessary, and any money which Mortgagee shall have so paid or become obligated to pay shall constitute a debt to Mortgagee additional to the debt hereby specially secured and shall be secured by this Mortgage, and shall bear interest at a rate of two percent (2%) per annum above the interest rate provided in said Note from date paid or incurred; and, at the option of Mortgagee, shall be immediately due and payable. Mortgagee shall have no obligation to procure such insurance, to pay such taxes, or assessments, debts, liens or charges, or make such repairs.

6. Extension. Mortgagee in its sole discretion may by agreement with Borrower and Mortgagor extend the time for the repayment to it for any sum or sums advanced hereunder by Mortgagee for the development, alteration, modernization, improvement, maintenance, or repair of the Mortgaged Premises, for taxes or assessments against the same, and for any other purpose authorized hereunder; and upon the request of Mortgagee, Borrower or Mortgagee shall execute and deliver a supplemental note or notes for the sum or sums advanced by Mortgagee for such purposes. Said note or notes shall be secured hereby on a parity with and as fully as if the advances evidenced thereby were included in the original principal indebtedness. Absent an agreement to the contrary, the sum or sums so advanced shall be due and payable on demand by Mortgagee. In no event shall the maturity extend beyond the ultimate maturity of the original principal indebtedness hereby secured as it may be extended, provided, however, that Mortgagee shall be under no obligation whatsoever to waive any of the provisions of this instrument with

respect to the reimbursement of Mortgagee for any of the outlays made by it, and unless such extension is made by notes executed by Borrower or Mortgagor and accepted by Mortgagee as herein provided, Borrower or Mortgagor shall repay Mortgagee the amount together with interest on each and every payment or advance made by Mortgagee on demand.

7. No Waiver. No failure of Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or construed as a waiver of its rights to exercise such option or to declare such maturity by reason of any past or present default on the part of Borrower or Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts, or charges by Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of Borrower or Mortgagor to procure such insurance or to pay such taxes, debts, liens or charges; and the lien of this Mortgage shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness, or any part thereof, secured hereby.

8. Condition Subsequent. If Borrower or 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 Borrower or Mortgagor under the terms and provisions of this Mortgage, then this conveyance shall be and become null and void.

9. Default; Acceleration of Maturity. If Borrower shall fail to pay or cause to be paid, as it matures, the indebtedness evidenced by said note and secured hereby or any part thereof, according to the terms thereof, or if Borrower or Mortgagor shall fail to do or perform any other act or thing herein required, or agreed to be done or performed, or if the interest of Mortgagee in the Mortgaged Premises becomes impaired by reason of the filing of or enforcement of any prior lien or encumbrance thereon, or if Borrower or Mortgagor should become insolvent, or



if Borrower or Mortgagor should file or cause to be filed an insolvency or bankruptcy proceeding in a State or Federal court, or if at any time Borrower or Mortgagor admits its inability to pay the indebtedness secured hereby as it becomes due, or if an involuntary petition in bankruptcy is filed against Borrower or Mortgagor and same is not dismissed within thirty (30) days after such filing, or if Borrower or Mortgagor makes an assignment for the benefit of its creditors, then, in any one or more of such events, the whole indebtedness hereby secured shall, at the option of Mortgagee, and without notice, become immediately due and payable and this Mortgage shall be subject to foreclosure; and in any such event, Mortgagee shall have the right and is hereby authorized, to enter upon and take possession of the Mortgaged Premises, and, after or without taking possession, to sell the same before the Main Entrance of the Shelby County Courthouse in the City of Columbiana, Alabama, at public outcry for cash, first giving notice of the time, place and terms of said sale by publication once a week for three successive weeks prior to said sale in some newspaper published in Madison County, Alabama; and upon the payment of the purchase money, Mortgagee, or any person conducting said sale for it, is authorized to execute to the purchaser at said sale a deed to the property so purchased, and such purchaser shall not be held to inquire as to the application of the proceeds of such sale. Mortgagee may bid at the sale and purchase the Mortgaged Premises, if the highest bidder therefor. At said foreclosure sale, the Mortgaged Premises 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 as Mortgagee may elect. The presence of any of the above-described security at the time and place of sale is expressly waived. In addition to the remedies provided for herein or those provided by law, the Mortgagee may, at its election, foreclose the within Mortgage by judicial proceedings.

10. Application of Foreclosure Proceeds. The proceeds of a foreclosure sale, judicial or otherwise, shall be applied; First,



to the expenses of advertising and selling, including reasonable attorney's fees as provided in said Note or Notes; 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 indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the Mortgaged Premises at the time of the sale after deducting any expenses of ascertaining who is such owner. If this Mortgage be foreclosed in Chancery, such reasonable attorney's fees shall be paid out of the proceeds of the sale.

11. Status of Mortgagor After Foreclosure. 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.

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

13. Right of Entry. If Borrower shall default in the payment of any of the indebtedness hereby secured, or if Borrower or Mortgagor shall default in the performance of any of the terms or conditions hereof, Mortgagee may at its option take immediate possession of the Mortgaged Premises and proceed to collect the rents, income and profits from the Mortgaged Premises, either with or without the appointment of a receiver. Any rents, income

and profits collected by Mortgagee prior to foreclosure of this indebtedness, less the costs of collecting the same, including any real estate commission or attorney's fees incurred, shall be credited on the advances with interest thereon, hereby secured in such manner or proportion as Mortgagee may elect.

14. Mortgagor's Obligations as Lessor. Mortgagor shall perform every obligation of the lessor and shall enforce every obligation of the lessee in every lease that is assigned to Mortgagee or any tenancy in which the rents are assigned to Mortgagee; and shall not modify, alter, waive or cancel any such lease or any part thereof, nor anticipate for more than one month any rents that may be collectible under such lease, or that may have been assigned to Mortgagee, and shall not assign any such lease or any such rents.

15. Assignment of Lessor's Interest In Leases. All right, title and interest of Mortgagor in and to all leases affecting the Mortgaged Premises, together with any and all future leases upon all or any part of the Mortgaged Premises, and together with all of the rents, income, receipts, revenues and profits from or due or arising out of the Mortgaged Premises are hereby transferred and assigned to Mortgagee (reserving, however, in Mortgagor the right to collect and receive same until default hereunder) as further security for the repayment of the said indebtedness.

16. Waiver of Exemption. Borrower and Mortgagor waive all rights of exemption pertaining to real or personal property as to any indebtedness secured or that may be secured, by this Mortgage; and Borrower and Mortgagor waive the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Mortgaged Premises be set off against any part of the indebtedness secured hereby.

17. Priority of Leases. All leases covering all or any part of the Mortgaged Premises, shall be subordinate, junior, and inferior to this Mortgage, unless otherwise specified by

Mortgagee. Mortgagee may, at its election, require that specified leases be made superior to this Mortgage at the expense of Borrower and Mortgagor.

18. Rights Cumulative. Any promise made by Borrower or Mortgagor herein to pay money may be enforced by a suit at law, and Mortgagor agrees that the security of this Mortgage shall not be waived thereby, and as to such debts, Borrower and Mortgagor waive all rights of exemption under the law and agree to pay a reasonable attorney's fee for the collection thereof.

19. Estoppel. No delay or failure of Mortgagee to exercise any option herein given or reserved shall constitute a waiver of such option, or estop Mortgagee from afterwards exercising same, or any other option at any time and the payment or contracting to pay by Mortgagee of anything Borrower or Mortgagor has herein agreed to pay shall not constitute a waiver of the default of Borrower or Mortgagor in failing to make said payments, and shall not estop Mortgagee from foreclosing this Mortgage on account of such failure of Borrower or Mortgagor.

20. Bind and Inure; Definitions. The covenants, conditions, obligations and agreements herein contained shall bind, and the rights, benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term "Mortgagee" shall include any Payee or Holder of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. The word "Note" shall mean Note of even date herewith secured by this Mortgage and any additional Note or Notes at any time secured hereby. The term "Loan Documents" as used herein and in the Note secured hereby shall mean this Mortgage, the Note which same secures, UCC Financing Statements, and Loan Agreement.

21. Eminent Domain. Mortgagor hereby assigns to Mortgagee any and all awards or damages, actual and consequential, considerations or proceeds for the taking of any portion or all of the Mortgaged Premises, by the exercise of the right of eminent domain or condemnation, including but not limited to, damages or awards for changes to the grades of streets, or acquiring title to streets. The proceeds of such awards or damages, when received by Mortgagee, shall be applied, at the option of Mortgagee, either in reduction of the Borrower's and Mortgagor's indebtedness, or shall be paid to Mortgagor or Mortgagor's assigns as reimbursement for amounts expended by Mortgagor in restoring the Mortgaged Premises following a condemnation. Notwithstanding that the assignment of awards referred to herein shall be deemed to be self-executing, Mortgagor, after the allowance of a condemnation claim or award, and the ascertainment of the amount due thereon, and the issuing of a warrant by the condemnor for the payment thereof, shall execute at Mortgagee's request, and forthwith deliver to Mortgagee, a valid assignment in recordable form, assigning all of such condemnation claims, awards or damages to Mortgagee, but not in excess of an amount sufficient to pay, satisfy and discharge the principal sum of this Mortgage then remaining unpaid, with interest thereon, at the rate specified herein or in the Note which this Mortgage secures, to the date of payment, whether such remaining principal sum is then due or not by the terms of said note or of this Mortgage, and also, together with any other indebtedness which Borrower or Mortgagor may owe to Mortgagee pursuant to the terms and provisions of the within Mortgage or other security instruments.

22. Security Agreement-Uniform Commercial Code. Borrower and Mortgagor and Mortgagee are respectively the Debtor and Secured Party in certain Uniform Commercial Code Financing Statements covering personal property referred to or described herein; and it is agreed that:

(a) This instrument shall also constitute a Security Agreement under the Uniform Commercial Code as in force in the State of Alabama.

(b) In order to further secure the payment of the indebtedness described herein and the performance of all the obligations, agreements, terms and conditions of this Mortgage and of the Note and any other loan instruments, Mortgagor hereby grants to Mortgagee a security interest in all goods, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Mortgagor (except such property which is leased by Mortgagor from third parties or which is purchased with separate funds and is subject to a purchase money security interest) now or hereafter attached or affixed to or used in and about the building or buildings now or hereafter erected or placed on the property described in this instrument, and all building materials and equipment now or hereafter delivered to said property and intended to be attached thereto or installed therein, together with all accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all of which is hereinafter collectively called the "Collateral", and together with all proceeds of the Collateral.

(c) Mortgagor represents that it is the owner of the Collateral and has good right and authority to grant a security interest in the Collateral, that there is no presently outstanding adverse lien, security interest or encumbrance in or on the Collateral or its proceeds (except for the security interest granted in this Mortgage), and that there is no financing statement covering the Collateral or its proceeds on file in any public office.

(d) So long as the indebtedness secured hereby or any part thereof remains unpaid, Mortgagor covenants and agrees with the Mortgagee as follows:

- (i) Mortgagor shall account fully and faithfully for and, if Mortgagee so elects, shall promptly pay or turn over to Mortgagee the proceeds in whatever form received from the disposition in any manner of any of the Collateral. Mortgagor shall at all times keep any proceeds from the Collateral separate and distinct from other property of Mortgagor and shall keep accurate and complete records of such proceeds.
  - (ii) Mortgagor shall sign and execute along or with Mortgagee any financing statement or other document, or procure any document, and pay all connected costs, deemed advisable by Mortgagee to protect the security interest hereunder against the rights or interest of third persons.
  - (iii) The Collateral will be used in the business of Mortgagor and shall remain in Mortgagor's possession or control at all times at Mortgagor's risk of loss and shall be located and maintained on the property described herein except for its temporary removal in connection with its ordinary use or unless Mortgagor notifies Mortgagee in advance of its removal to another location.
- (e) Upon the occurrence of any default under this instrument or under the Note or under the other loan instruments, Mortgagee may, with respect to the Collateral, exercise its rights of enforcement under the Uniform Commercial Code; and, in conjunction with, in addition to, or in substitution for those rights and remedies and all other rights and remedies provided under this instrument:
- (i) Mortgagee may enter upon any premises of Mortgagor to take possession of, assemble and collect the Collateral; and
  - (ii) Mortgagee may require Mortgagor to assemble the Collateral and make it available at a place Mortgagee designates which is mutually convenient to allow Mortgagee to take possession or dispose of the Collateral; and
  - (iii) Mortgagee may remedy any default in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default; and
  - (iv) written notice mailed to Mortgagor as provided herein five (5) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; and
  - (v) any sale of all or any part of the Collateral shall be deemed to have been conducted in a commercially reasonable manner if held contemporaneously with, or included with, the sale of real property described herein under power of sale as provided in this Mortgage; and

(vi) in the event of a sale, whether made by Mortgagee under the terms hereof, or under judgment of a court, the Collateral and all other property constituting the premises may, at the option of Mortgagee, be sold as a whole or in part; and

(vii) it shall not be necessary that Mortgagee take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this paragraph is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale.

(f) The Collateral is intended to be and shall be subject to all the other provisions of this instrument, and the terms and provisions of this paragraph shall not in any way limit any rights or remedies of Mortgagee with respect to the Collateral under other provisions of this instrument.

off street paved and striped parking area located on a part of said real property.

23. Annual Statements and Reports. Mortgagor shall, at its expense and without expense to Mortgagee, deliver to Mortgagee (a) within ninety (90) days after the close of each fiscal year, an annual audit of the development and operation of the Mortgaged Premises, showing in complete detail the total income received and total expenses, together with annual balance sheets and profit and loss statements, prepared and certified by Mortgagor's Certified Public Accountant accompanied by the unqualified opinion of said Certified Public Accountant satisfactory to Mortgagee, who has prepared such statement in accordance with generally accepted auditing principles and (b) interim balance sheets and profit and loss statements as may be required by Mortgagee.

24. Examination of Books and Accounts. Borrower and Mortgagor shall permit and allow Mortgagee at any time to examine the books, records and accounts of Borrower or Mortgagor insofar as they relate to the Mortgaged Premises and to make copies thereof. Borrower or Mortgagor shall exhibit to Mortgagee, or to any person designated by Mortgagee for that purpose, such books, accounts and records at such times and places as Mortgagee may designate.



25. Brundage Clause. In the event of the passage after the date of this Mortgage of any law of the State of Alabama, deducting from the land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, 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, Borrower shall bear and pay the full amount of such taxes, provided, that if for any reason payment by Borrower 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 said Note or Notes, 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 that amount or portion of such taxes as renders the loan or indebtedness secured hereby unlawful or usurious, in which event Borrower shall concurrently therewith pay the remaining lawful and non-usurious portion or balance of said taxes.

26. Governmental Approvals. Borrower and Mortgagor shall obtain and at all times keep in full force and effect during the term of this Mortgage or any extension thereof such governmental and municipal approvals as may be from time to time necessary to comply with all environmental, ecological and other governmental requirements relating to the Mortgaged Premises described herein and/or the use, development or occupancy thereof.

27. Usury. Anything to the contrary notwithstanding contained herein or in the Note which is secured hereby, the total liability for payment in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Alabama.

28. Loan Agreement. Anything herein contained to the contrary notwithstanding, the total principal indebtedness

recited above has not been advanced by Mortgagee to Borrower at the time of the execution and delivery of this Mortgage but is being and shall be advanced in accordance with the provisions of a Loan Agreement of even date herewith entered into between Borrower, Mortgagor and Mortgagee, which provides, among other things: (a) that the funds advanced hereunder are and shall be advanced to aid Mortgagor in the subdividing and developing the Mortgaged Premises, (b) that Mortgagor agrees therein to proceed with such improvements in accordance with the Loan Agreement, and (c) that in the event of any default under any of the terms and provisions of the Loan Agreement, other than default on the part of Mortgagee, Mortgagee may, at its election, declare the entire indebtedness created under the Loan Agreement and secured by this Mortgage immediately due and payable and Mortgagee shall thereupon have all of the rights and remedies provided for in this Mortgage and in the Loan Agreement, including, without limitation, the right to foreclose this Mortgage as herein provided.

29. Loan Limitation. Notwithstanding anything contained herein and the Note and all other Loan Documents to the contrary, Mortgagee shall in no event be obligated to disburse to Borrower more than Two Million and No/100 Dollars (\$2,000,000.00). No disbursement shall be made to Borrower until such time as Mortgagee receives evidence satisfactory to it that all bills, accounts and debts due any laborer, materialmen, subcontractors, general contractor, architect or any other person, firm or corporation who would be entitled to assert and perfect a mechanics' or materialmen's lien under the laws of the State of Alabama, have been paid in full as of the date of such disbursement.

30. Mortgagee's Right To Inspect. Mortgagee is hereby authorized and empowered, at its option, to make periodic inspections of the Mortgaged Premises during the development period and at all other times during the term hereof for the purpose of evaluating and determining the progress of development and the

quality of workmanship and materials. After development has been completed Mortgagee is authorized and empowered, at its option, to make inspections of the Mortgaged Premises at all reasonable times for the purpose of evaluating and determining the physical condition and state of repair of the Mortgaged Premises and the percentage of occupancy of same.

31. Mortgagor's Obligation To Reimburse Mortgagee. If Mortgagee shall at any time be made a party to any legal action or proceeding affecting or questioning the title, possession, or the priority of this Mortgage on the mortgaged premises, Borrower and Mortgagor agree to pay all loss, damage, costs, fees, claims, liabilities, or expenses of any kind, including a reasonable attorney's fee incurred by Mortgagee in such legal action or proceedings, and this Mortgage shall secure payment thereof.

32. No Sale, or Further Encumbrance Without Mortgagee's Consent. Mortgagor shall not, without Mortgagee's prior written consent, which may be withheld reasonably or unreasonably, sell, transfer, convey, pledge, encumber, grant a security interest in, or otherwise hypothecate or dispose of the Mortgaged Premises or any interest therein, whether or not as collateral security or for any other obligations of Mortgagor. Mortgagor shall not cause or permit any junior lien, encumbrance, or mortgage, to be placed on the Mortgaged Premises or any other security granted to Mortgagee under the Loan Documents.

33. No Substitution of General Partners Without Mortgagee's Consent. Mortgagor shall not, without Mortgagee's consent, which may be withheld reasonably or unreasonably, permit any sale, transfer, conveyance, pledge, encumbrance, assignment, hypothecation or disposition of any legal, equitable, or beneficial interest in Double Oaks Associates, other than Mortgagee.

34. No Obligation To Marshall Assets-Subrogation. Notice is hereby given that no holder of any mortgage lien, or other encumbrance affecting all or a part of the Mortgaged Premises

which is inferior or may become inferior to the lien of this Mortgage shall have any right to require Mortgagee to marshal assets. Mortgagee shall be subrogated to the claims, liens and mortgages of all parties whose claims, liens or mortgages are discharged or paid from and with the proceeds of the loan secured hereby.

35. Compliance With All Laws and Regulations. Borrower and Mortgagor, their successors and assigns, shall comply with and not violate any law, statute, ordinance, rule, or regulation, enacted or enforceable by any governmental entity or subdivision thereof, having jurisdiction over the Mortgaged Premises, Borrower or Mortgagor.

36. Mortgagor's Acknowledgment of Consideration. The undersigned Mortgagor acknowledges that it has received valuable consideration from the Borrower and Mortgagee and that such consideration is adequate and sufficient in all respects to support this Accomodation Mortgage.

37. Maturity Date of Indebtedness. Anything to the contrary notwithstanding contained in this Mortgage, the Note or Notes which same secures, the Loan Agreement, and other Loan Documents, the indebtedness secured hereby shall be due and payable ON DEMAND by or of Mortgagee as provided in said Note.

38. Further Assurances. Borrower and Mortgagor, their successors and assigns, will at all times on request of Mortgagee, it successors or assigns, execute and do all such assurances, deeds, and things, as may be deemed reasonably necessary or advisable by Mortgagee to carry out the intention of this Mortgage and all other Loan Documents.

39. No Oral Changes. This Mortgage and the other Loan Documents may not be amended, changed, modified or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of any amendment, change, modification or termination is sought.

40. Captions. The captions in this Mortgage are inserted only as a matter of convenience and for reference, and are not and shall not be deemed to be a part hereof.

41. Severability. If any provision of this Mortgage or the application thereof to any person, legal entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons, legal entities or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

42. Applicable Law. This Mortgage is intended as a contract and conveyance under and shall be construed and enforced in accordance with the laws of the State of Alabama, on the date hereof, and, to the extent applicable by the regulations of the Federal Home Loan Bank Board.

43. Title. Borrower and Mortgagor warrant and represent unto Mortgagee that the title to the Mortgaged Premises is vested in Mortgagor, Double Oaks Associates, and that Mortgagor is duly authorized and empowered to execute and deliver to Mortgagee the within Mortgage and all other Loan Documents.

44. This Mortgage Governs. This Mortgage, the Note secured hereby and all other Loan Documents of even date herewith state the entire agreement by and among Borrower, Mortgagor and Mortgagee and merge into this Mortgage, the Note secured hereby and all other Loan Documents, all statements, representations and covenants heretofore made, and any agreements not incorporated herein and in the Note and other Loan Documents are void and of no force and effect.

45. Authority of General Partners to Execute Loan Documents. This Mortgage is executed by Borrower, by its officers who are thereunto duly authorized; and Mortgagor, by its General Partners who are thereunto duly authorized. Borrower, Mortgagor, and their respective representatives hereby warrant and represent that they have the full power and authority to execute this

Mortgage and the Note which same secures, and all other Loan Documents and that the execution of same have been properly and duly authorized by Borrower and Mortgagor.

IN WITNESS WHEREOF, Borrower and Mortgagor have caused this Mortgage to be executed by their duly authorized officers and General Partners who have hereunto set their hands and seals this the 11th day of November, 1986.

ATTEST:

*MAKans*

JEFFERSON LAND SERVICES, INC.,  
an Alabama Corporation

By: *B. J. Golding* (SEAL)  
Its President

DOUBLE OAKS ASSOCIATES,  
an Alabama General Partnership

By: *A. Myron Harper* (SEAL)  
A. Myron Harper,  
General Partner

By: *John A. Mann, Jr.* (SEAL)  
John A. Mann, Jr.,  
General Partner

By: *William K. Murray* (SEAL)  
William K. Murray,  
General Partner

By: *William K. Murray, Jr.* (SEAL)  
William K. Murray, Jr.,  
General Partner

By: *James B. Davis* (SEAL)  
James B. Davis,  
General Partner

By: *James R. Davis* (SEAL)  
James R. Davis,  
General Partner

ATTEST:

*Will C. H.*  
Chairman

ARLINGTON PROPERTIES, INC.,  
an Alabama Corporation

By: *Frank A. Vhl* (SEAL)  
Its President,  
General Partner

BOOK 110 PAGE 148

ATTEST:

BY: JEFFERSON LAND SERVICES, INC.,  
an Alabama Corporation,

[Signature]

By: [Signature] (SEAL)  
Its President  
General Partner

THE STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that [Signature] whose name as [Signature] of Jefferson Land Services, Inc., an Alabama Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, as such Borrower.

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

[Signature]  
Notary Public

THE STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that A. Myron Harper, John A. Mann, Jr., William K. Murray, William K. Murray, Jr., James B. Davis, and James R. Davis, whose names as General Partners of Double Oaks Associates, an Alabama General Partnership, are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day that, they, as such General Partners, and with full authority, executed the same voluntarily for and as the act of said General Partnership, acting in their capacity as General Partners of said General Partnership, as aforesaid.

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

[Signature]  
Notary Public

THE STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that [Signature] whose name as [Signature] of Arlington Properties, Inc., an Alabama Corporation, as General Partner of Double Oaks Associates, an Alabama General Partnership, is signed to the foregoing Accomodation Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Accomodation Mortgage, he, as such officer of said general partner and with full authority, executed the foregoing conveyance voluntarily for and as the act of said corporation acting in its capacity as General Partner of said General Partnership, as aforesaid.

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

[Signature]  
Notary Public



THE STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that A. Myron Harper, John A. Mann, Jr., William K. Murray, William K. Murray, Jr., James B. Davis and James R. Davis, whose names as General Partners of Double Oaks Associates, an Alabama general partnership, are signed to the foregoing Accomodation Mortgage, and who are known to me, acknowledged before me on this day, that being informed of the contents of said instrument, they, as such General Partners and with full authority, executed the same voluntarily for and as the act of said General Partnership, acting in their capacity as General Partners of said General Partnership as aforesaid.

Given under my hand this 11th day of November, 1986.

Paul L. ...  
Notary Public

My commission expires 2/2/87



THE STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Brooks Yeilding, whose name as Vice President of Jefferson Land Services, Inc., a coporation, as General Partner of Double Oaks Associates, an Alabama general partnership, is signed to the foregoing Accomodation Mortgage and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer of said General Parnter and with full authority, executed the same voluntarily for and as the act of corporation acting in its capacity as General Parnter of said General Partnership, as aforesaid.

Given under my hand this 11th day of November, 1986.

Susan Cleveland Johnston  
Notary Public

My commission expires 11-15-87

BOOK 110 PAGE 150

Parcel I

The following parcel of land situated in Section 5, 6, 7 and 8, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the northeast corner of said Section 7 and run in a westerly direction along the north line of said section a distance of 662.82 feet to the point of beginning, said point being a 3" capped iron; thence turn an angle to the left of 89 degrees 18' 18" and run in a southerly direction for a distance of 1324.24 feet to a 3" capped iron; thence turn an angle to the right of 88 degrees 56' 46" and run in a westerly direction for a distance of 665.27 feet to a 3" capped iron; thence turn an angle to the right of 0 degrees 00' 28" and run in a westerly direction for a distance of 663.46 feet to a 3" capped iron; thence turn an angle to the left of 88 degrees 50' 54" and run in a southerly direction for a distance of 661.83 feet to a 3" capped iron; thence turn an angle to the right of 88 degrees 54' 41" and run in a westerly direction for a distance of 664.48 feet to a 3" capped iron; thence turn an angle to the left of 88 degrees 50' 36" and run in a southerly direction for a distance of 662.24 feet to a 3" capped iron; thence turn an angle to the left of 91 degrees 09' 30" and run in an easterly direction for a distance of 1330.57 feet to an iron pin; thence turn an angle to the left of 0 degrees 17' 02" and run in an easterly direction for a distance of 1330.27 feet to a 3" capped iron; thence turn an angle to the right of 1 degree 32' 57" and run in an easterly direction for a distance of 1327.47 feet to a point; thence turn an angle to the left of 90 degrees 11' 30" and run in a northerly direction for a distance of 1329.18 feet to a point; thence turn an angle to the right of 89 degrees 46' 41" and run in an easterly direction for a distance of 1516.36 feet to a point on the westerly right of way of U. S. Highway 280; thence turn an angle to the left of 77 degrees 47' 31" and run in a northeasterly direction along said right of way for a distance of 65.75 feet to a point; thence turn an angle to the right of 8 degrees 31' 51" and run in a northeasterly direction along said right of way for a distance of 202.24 feet to a point; thence turn an angle to the left of 8 degrees 31' 51" and run in a northeasterly direction along said right of way for a distance of 700.00 feet to a point; thence turn an angle to the left of 6 degrees 35' 32" and run in a northeasterly direction along said right of way for a distance of 217.77 feet to a point on a curve which is concave to the west having a central angle of 17 degrees 08' 16" and a radius of 1973.59 feet; thence turn a clockwise interior angle to the chord of said curve of 178 degrees 01' 24" and run in a northeasterly direction along said right of way and also along arc of said curve for a distance of 590.32 feet to a point; thence turn a clockwise interior angle from said chord of 123 degrees 36' 53" and run in a northwesterly direction along said right of way for a distance of 137.74 feet to a point; thence turn an angle to the right of 45 degrees 51' 45" and run in a northwesterly direction along said right of way for a distance of 80.00 feet to a point; thence turn an angle to the right of 44 degrees 25' 58" and run in a northeasterly direction along said right of way for a distance of 142.84 feet to a point; thence turn an angle to the left of 44 degrees 25' 58" and run in a northwesterly direction along said right of way for a distance of 447.42 feet to a point; thence turn an angle to the left of 83 degrees 43' 30" and run in a westerly direction for a distance of 385.15 feet to a 3" capped iron; thence turn an angle to the left of 89 degrees 18'

36" and run in a southerly direction for a distance of 1118.37 feet to a 3" capped iron; thence turn an angle to the right of 89 degrees 29' 41" and run in a westerly direction for a distance of 1330.92 feet to a 3" capped iron; thence turn an angle to the right of 90 degrees 23' 04" and run in a northerly direction for a distance of 658.25 feet to a point; thence turn an angle to left of 90 degrees 23' 50" and run in a westerly direction for a distance of 667.08 feet to a 3" capped iron; thence turn an angle to the right of 90 degrees 28' 37" and run in a northerly direction for a distance of 657.17 feet to a 3" capped iron; thence turn an angle to the right of 89 degrees 25' 50" and run in an easterly direction for a distance of 666.18 feet to a 3" capped iron; thence turn an angle to the left of 89 degrees 22' 51" and run in a northerly direction for a distance of 1314.98 feet to a 3" capped iron; thence turn an angle to the left of 90 degrees 36' 35" and run in a westerly direction for a distance of 752.05 feet to a iron pin at the northeast corner of Lot 14, Little Ridge Estates as recorded in Map Book 9, page 174, in the Office of Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 55 degrees 27' 31" and run in a southwesterly direction along the back line of said Lot 14 for a distance of 118.85 feet to an iron pin; thence turn an angle to the right of 14 degrees 19' 14" and run in a southwesterly direction along the back line of Lots 14 and 15 of said subdivision for a distance of 185.02 feet to an iron pin; thence turn an angle to the left of 10 degrees 24' 44" and run in a southwesterly direction along the back line of Lots 15, 16, 18, and 19 of said subdivision for a distance of 408.04 feet to an iron pin; thence turn an angle to the left of 4 degrees 04' 32" and run in a southwesterly direction along the back of Lots 19, 20, and 21 of said subdivision for a distance of 301.32 feet to a point; thence turn an angle to the left of 1 degree 02' 56" and run in a southwesterly direction along the back of Lots 21, 22, and 23 of said subdivision for a distance of 334.94 feet to a point; thence turn an angle to the left of 123 degrees 21' 45" and run in an easterly direction for a distance of 223.29 feet to a 2" iron pipe; thence turn an angle to the right of 90 degrees 33' 30" and run in a southerly direction for a distance of 247.50 feet to a 3" capped iron; thence turn an angle to the right of 45 degrees 01' 16" and run in a southwesterly direction for a distance of 938.38 feet to a 3" capped iron; thence turn an angle to the left of 45 degrees 03' 37" and run in a southerly direction for a distance of 656.44 feet to the point of beginning.

LESS AND EXCEPT:

1) Right of way granted to Shelby County by instrument recorded in Deed Book 278, page 893 in Probate Office. (50' right of way - Farley Road).

2) Tank Site: A parcel of land located in the southeast quarter of the northeast quarter of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the northwest corner of said quarter-quarter section, thence in an easterly direction, along the north line of said quarter-quarter section a distance of 187.00 feet to the point of beginning; thence continue along last described course a distance of 100.00 feet; thence 90 degrees 00' 00" right in a southerly direction, a distance of 100.00 feet; thence 90 degrees 00' 00" right in a westerly direction, a distance of 100.00 feet; thence 90 degrees 00' 00" right, in a northerly direction, a distance of 100.00 feet to the point of beginning.

3) Well Site: A parcel of land located in the southeast quarter of the northeast quarter of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the northwest corner of said quarter-quarter section; thence in an easterly direction, along the north line of said quarter-quarter section a distance of 700.00 feet to the point of beginning; thence continue along last described course a distance of 50.00 feet; thence 90 degrees 00' 00" right in a southerly direction a distance of 50.00 feet; thence 90 degrees 00' 00" right in a westerly direction a distance of 50.00 feet; thence 90 degrees 00' 00" right in a northerly direction a distance of 50.00 feet to the point of beginning.

SUBJECT TO:

1. Taxes due in the year 1987 which are a lien but not due and payable until October 1, 1987.
2. Coal, oil, gas and other mineral interests in, to or under the land herein described are not insured.
3. Right of way to State of Alabama for widening of Highway 280, in Probate Minutes 42, page 267, in said Probate Office.
4. Right of way to Shelby County in Deed Book 278, page 893, and Deed Book 135, Page 53, in said Probate Office.
5. Right of way in favor of Alabama Power Company in Deed Volume 109, Page 70, Deed Volume 149, page 380, Deed Volume 129, page 418, Deed Volume 111, page 408, Deed Volume 177, page 381, Deed Volume 146, page 408, Deed Volume 124, page 491, and Deed Volume 124, page 516, in said Probate Office.
6. Covenants, reservations and agreements as set out in instrument recorded in Deed Book 290, page 842, in said Probate Office.
7. Restrictions and limitations as set out by instrument recorded in Deed Book 206, page 448, in said Probate Office.
8. Right of way granted to South Central Bell by instrument recorded in Deed Book 324, Page 837, in said Probate Office.
9. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights conveyed in Deed Book 331, page 262, in said Probate Office.
10. Less and except any part of subject property lying within a chert road as shown by survey of Samuel J. Martin, dated May 27, 1983.
11. Subject to a 50 foot roadway easement on the North side of subject property as shown by survey of Samuel J. Martin, dated May 27, 1983.

BOOK 110 PAGE 153

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

1987 JAN 14 PM 1:03

*Thomas A. Jones*  
JUDGE OF PROBATE

1. Deed Tax	\$ _____
2. Mtg. Tax	<u>3,600.00</u>
3. Recording Fee	<u>65.00</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>3066.00</u>

EXHIBIT "B"