

1304

MORTGAGE AND SECURITY AGREEMENT

Mortgagor:

William P. Angel, Jr. and
Meredith M. Angel

Mortgagee:

First Commercial Bank
Post Office Box 11746
Birmingham, AL 35202

STATE OF ALABAMA)
 :
SHELBY COUNTY)

THIS MORTGAGE AND SECURITY AGREEMENT made this 16th day of October, 1987, from William P. Angel, Jr. and Meredith M. Angel, husband and wife, as Mortgagors (together, the "Borrower") to First Commercial Bank (herein, together with its successors and assigns, called the "Lender").

Simultaneously with the execution hereof, the Lender has agreed to lend to the Borrower the principal amount of \$250,000 (the "Loan") evidenced by a Promissory Note of even date herewith (the "Note"). In consideration of the Loan and as security therefor, the Borrower has this day executed various documents in favor of the Lender including, this Mortgage and the Note (together, the "Loan Documents").

NOW, THEREFORE, in consideration of the Loan and the promises and covenants contained herein, and in order to secure the payment of the Loan with the interest thereon, and any extensions or renewals thereof and any future advances disbursed pursuant to the Note and further to secure the performance of the covenants, conditions and agreements hereinafter set forth, the Borrower hereby does irrevocably grant, bargain, sell, convey, assign, alien, remise, release and confirm to the Lender, and to its successors and assigns, in fee simple, with right of entry and possession as provided below, the following (herein together called the "Mortgaged Property"):

(A) The land described in Exhibit A attached hereto (the "Land"), together with rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to any of the Land.

(B) All present and future structures, buildings and improvements now or hereafter situated on the Land (the "Improvements") and character now or hereafter attached or appertaining to the Improvements and all additions and accessions thereto and substitutions therefor.

(C) All the rents, revenues, receipts, royalties, issues, income and profits of the Land and the Improvements and all rights of the Borrower under all present and future leases and subleases affecting the Land and Improvements.

The proceeds of this loan have been applied toward the purchase price of the property herein conveyed.

Handwritten signatures and initials at the bottom right of the page.

(D) All proceeds and claims arising on account of any damage to or taking of the Land 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 Land or any Improvements.

(E) All building materials for the purpose of being used for or in connection with the Improvements, whether such building materials, equipment, fixtures, fittings and appliances are actually located on or adjacent to the Land and whether in storage or otherwise, wheresoever the same may be located, including, without limitation, all lumber and lumber products, bricks, building stones and blocks, sand, cement, roofing and flooring material, paint, doors, windows, hardware, nails, insulations, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures and all gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances.

(F) All general intangibles relating to the development or use of the Land, including, without limitation, all governmental permits relating to construction on the Land, all names under or by which the Land or any Improvements on the Land 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 Land.

(G) All shares of stock or other evidence of ownership of any part of the Land that is owned by the Borrower in common with others and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Land.

This instrument secures:

(1) The payment and performance of the Borrower's indebtedness and obligations under the Note, including any future advances disbursed pursuant to the Note, and all extensions, renewals, substitutions, modifications and replacements of the Note.

(2) The payment and performance of the obligations of the Borrower under this Mortgage and the obligations of the Borrower under the other Loan Documents.

(3) 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.

(4) 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) ("FUTURE ADVANCES"), including all extensions, renewals, substitutions, modifications and replacements of any Future Advances.

(5) The payment and performance of the Borrower's obligations under all other present and future agreements executed by the Borrower or other parties

in favor of the Lender and relating to the Note or any one or more of the Loan Documents.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender and to its successors and assigns forever, subject however to the terms and conditions contained herein;

PROVIDED, HOWEVER, that if the Borrower shall pay or cause to be paid to the Lender the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, and shall pay and discharge, or cause to be paid and discharged, all other indebtedness secured hereby, and shall perform and observe or cause to be performed and observed all its covenants and promises contained in the Note, this Mortgage and all the other Loan Documents, and any extension, renewal, substitution, modification or replacement thereof, then this Mortgage, and the conveyance contained herein shall cease, determine and be void, and shall be satisfied of record by the Lender; otherwise this Mortgage shall remain in full force and effect.

ARTICLE I

WARRANTIES AND COVENANTS OF THE BORROWER

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

1.1 **Performance of Loan Documents.** The Borrower covenants and agrees to pay, perform and observe all covenants, terms, conditions and obligations contained herein and in the other Loan Documents in accordance with their respective terms and to duly and punctually pay the principal and interest due under the Note and all other indebtedness secured hereby.

1.2 **Warranty of Title.** The Borrower covenants (i) that it is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged except as indicated on Exhibit A hereto and has good right, full power and lawful authority to sell, convey and mortgage the same; (ii) that the same is free and clear of all liens, charges and encumbrances whatsoever except as shown on Exhibit A hereto or on any commitment for title insurance applicable to this Mortgage; and (iii) that the Borrower will warrant and forever defend the title thereto unto the Lender and its successors and assigns against the claims of all persons whomsoever.

1.3 **Assignment of Leases and Rents.** All the existing and future rents of the Mortgaged Property that arise from its use or occupancy, including, without limitation, security deposits and advance rentals (together, the "Rents") and all leases, subleases or management, leasing or occupancy agreements pertaining to the Land or the Improvements (together, the "Leases") are hereby absolutely and presently assigned to the Lender.

1.4 Compliance with Laws. The Borrower will promptly comply in all material respects with all present and future laws, ordinances, rules, regulations and requirements of all governmental authorities having jurisdiction over the Mortgaged Property or any part thereof.

1.5 Performance by the Lender. The Borrower will, at its own expense, appear in and defend any action or proceeding that might affect the Lender's security or the rights or powers of the Lender or that purports to affect any of the Mortgaged Property. If the Borrower fails to perform any covenant, condition, term or agreement contained in this Mortgage, or if any action or proceeding of any kind (including but not limited to any bankruptcy, insolvency, arrangement, reorganization or other debtor-relief proceeding) is commenced which might affect the Lender's interest in the Mortgaged Property or the Lender's right to enforce its security, then the Lender may, at its option, take any actions and disburse any sums as may be necessary or desirable to protect or enforce this Mortgage or to remedy the failure of the Borrower to perform its covenants (without, however, waiving any default of the Borrower).

1.6 Personal Property. (a) This Mortgage constitutes a SECURITY AGREEMENT with respect to all personal property in which the Lender is granted a security interest hereunder and constitutes a lien on such property, and the Lender shall have all the rights remedies available at law or in equity. The Borrower hereby agrees to execute and deliver on demand and to file with the appropriate filing officer or office such security agreements, financing statements, continuation statements or other instruments as the Lender may reasonably require in order to impose or perfect, or continue the perfection of, the lien or security interest created hereby. Upon any failure of the Borrower to execute and deliver any such instruments, the Lender may execute and record any such instruments for and in the name of the Borrower, and the Borrower irrevocably appoints the Lender the agent and the attorney-in-fact of the Borrower for such purpose. Upon the occurrence of an Event of Default hereunder, the Lender shall have the right to cause any of the Mortgaged Property which is personal property and subject to the security interest of the Lender hereunder to be sold at any one or more public or private sales as permitted by applicable law, and the Lender shall further have all other rights and remedies, whether at law, in equity or by statute, as are available to secured creditors under applicable law. Any such disposition may be conducted by an employee or agent of the Lender. Any person, including both the Borrower and the Lender, shall be eligible to purchase any part or all of such property at such disposition.

(b) The Lender shall give the Borrower at least fifteen (15) days' prior written notice of the time and place of any public sale or other disposition of such property or of the time of or after which any private sale or other intended disposition is to be made.

1.7 Taxes, Utilities and Liens. (a) The Borrower will pay promptly when and as due all taxes, assessments, water rates, dues, charges, fines and impositions assessed or imposed upon or against the Mortgaged Property or any part thereof, 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 over or equality with the Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof; provided, however, that the Borrower shall not be required to pay or discharge any such indebtedness, obligation, tax, assessment, charge, levy or claim while the same is being contested by it in good faith and by appropriate proceedings.

(b) The Borrower will promptly pay and will not suffer any mechanic's, laborer's, 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.

1.8 Insurance. The Borrower will procure, deliver to and maintain for the benefit of the Lender during the life of this Mortgage, insurance policies in an amount not less than the full replacement cost of all the Improvements and with no more than \$500 deductible from the loss payable for any casualty, with extended coverage endorsement, insuring the Mortgaged Property against fire, casualty and other risks as may be reasonably required by the Lender; provided, however, that in lieu of depositing the policies, the Borrower may furnish the Lender with an appropriate certificate of the insurer that the policies are in force and effect. If the Land is located in a flood hazard area, flood insurance in an amount acceptable to the Lender shall also be provided by the Borrower. All such policies and the companies issuing them shall be acceptable to the Lender. All policies shall contain (i) a standard, non-contributory mortgagee endorsement making losses payable to the Lender and (ii) an obligation of the insurer to notify the Lender in writing not less than ten (10) days prior to any cancellation or change in coverage. Any insurance coverage required by this Mortgage may be contained in blanket policies.

1.9 Condemnation and Casualty. (a) If all or substantially all of the Land or the Improvements shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), the entire indebtedness secured hereby shall at the option of the Lender become immediately due and payable. In such event, all such compensation, awards, damages and claims received with respect thereto shall, after deducting the costs of obtaining the same, be applied to the payment of the indebtedness secured hereby, and any balance of such moneys then remaining shall be paid to the Borrower.

(b) If less than substantially all of the Mortgaged Property shall be damaged or taken through condemnation, the Borrower will promptly restore, repair or alter the remaining property in a manner satisfactory to the Lender and all of any condemnation award shall be paid to the Borrower. Any award or payment with respect to a temporary condemnation or occupation of the Property shall be paid to the Borrower.

1.10 Care of the Property; Inspection. (a) The Borrower will preserve and maintain the Mortgaged Property in good condition and repair and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof or which might invalidate any insurance carried on the Mortgaged Property.

ARTICLE II

EVENTS OF DEFAULT AND REMEDIES

2.1 **Events of Default.** The following shall be "Events of Default" hereunder, and the term "Event of Default" as used herein shall mean any one or more of the following events:

(a) The failure by the Borrower to make any payment required by the Note when due, after any applicable grace periods;

(b) The failure by the Borrower to perform any other covenant, condition or agreement contained in this Mortgage or in the other Loan Documents and the continuation of such failure for a period of thirty (30) days after default, unless (i) the Lender shall agree in writing to an extension of such period, (ii) during the 30-day period the Borrower has commenced and is diligently pursuing appropriate corrective action or (iii) the Borrower is by reason of force majeure prevented from performing or observing the agreement or condition;

(c) The filing by the Borrower of a voluntary petition in bankruptcy or the Borrower's adjudication as a bankrupt or insolvent, or the filing by the Borrower of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Borrower's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of the Mortgaged Property or of any or all of the Rents, or the making of any general assignment for the benefit of creditors or the admission in writing of its inability to pay its debts generally as they become due;

(d) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against the Borrower seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of the Mortgaged Property or of any or all of the Rents without the consent or acquiescence of the Borrower, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days;

(e) The occurrence and continuance of a default or an Event of Default under any of the Loan Documents; or

(f) Any material warranty, representation, disclosure or other statement made to the Lender by the Borrower in any of the Loan

Documents or in any loan application being false or misleading in any material respect at the time made.

2.2 Remedies. Upon the occurrence and continuation of an Event of Default, the Lender may, at its continuing option:

(a) Upon written notice to the Borrower, declare all or any part of the indebtedness secured by this Mortgage and the interest accrued thereon to be due and payable immediately;

(b) Enter onto and take possession of the Mortgaged Property and manage and operate the same, all as more particularly provided hereafter;

(c) Collect the Rents as more particularly provided hereinafter;

(d) Cause all or any part of of the Mortgaged Property to be sold under the power of sale granted by this Mortgage in any manner permitted by applicable law as more particularly provided hereinafter; or

(e) Exercise any other right or remedy granted hereunder or under any of the other Loan Documents or available at law or in equity.

2.3 Right of Lender to Enter and Take Possession. (a) If an Event of Default shall have occurred and be continuing, the Borrower shall forthwith upon demand of the Lender surrender to the Lender the actual possession of the Mortgaged Property.

(b) Upon every such entering upon or taking of possession, the Lender may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property, (ii) insure or keep the Mortgaged Property insured, (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Borrower in its name or otherwise with respect to the same and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Lender, all as the Lender from time to time may determine to be to its best advantage, and the Lender may collect and receive all the Rents of such Mortgaged Property including those past due as well as those accruing thereafter.

(c) The Lender may deduct from such Rents (i) all reasonable expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (ii) the cost of all necessary maintenance, repairs, renewals and replacements, (iii) the cost of property and casualty insurance, (iv) such taxes, assessments and other charges prior to the lien of this Mortgage as the Lender may determine to pay, (v) other proper charges upon the Mortgaged Property or any part thereof, and (vi) the reasonable compensation, expenses and disbursements of the attorneys and agents of

the Lender. The Lender shall apply the remainder of the moneys so received to the payment of the indebtedness and obligations secured by this Mortgage.

(d) Whenever all such Events of Default have been cured and satisfied, the Lender shall surrender possession of the Mortgaged Property to the Borrower, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur.

2.4 Collection of Rents. If an Event of Default shall have occurred and be continuing, the Lender may collect the Rents itself or by an agent or receiver. No action taken by the Lender to collect any Rents will make the Lender a "mortgagee-in-possession" of the Mortgaged Property, and possession by a court-appointed receiver will not be considered possession by the Lender. All Rents collected by the Lender or a receiver will be applied first to pay all expenses of collection, and then to the payment of all costs of operation and management of the Mortgaged Property, and then to the payment of the indebtedness and obligations secured by this Mortgage.

2.5 Power of Sale. If an Event of Default shall have occurred and be continuing, the Lender may sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the courthouse door in the county where the Land is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in the county and after having given the Borrower at least fifteen (15) days' written notice. Upon payment of the purchase money, the Lender or any person conducting the sale for the Lender is authorized to execute to the purchaser a deed to the property so purchased. The Lender may bid at the sale and purchase the Mortgaged Property or any part thereof if the highest bidder therefor. At any foreclosure sale the Mortgaged Property 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 the Lender may reasonably elect.

2.6 Application of Sale Proceeds. The proceeds of any sale under this Mortgage shall be applied in the following manner:

First, to the payment of the reasonable costs and expenses of the sale, including but not limited to, legal fees and disbursements, title charges and transfer taxes, together with interest at the Post-Default Rate provided under the Note on all advances made by the Lender.

Second, to the 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 Post-Default Rate provided in the Note.

Third, to the payment of the indebtedness and obligations secured by this Mortgage.

Fourth, to the remainder, if any, to the person or persons appearing of record to be the owner of the property sold.

2.7 Lender's Option on Foreclosure. At the option of the Lender, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale.

2.8 Waiver of Manner of Sale. The Borrower waives all rights to direct the order or manner in which any of the Mortgaged Property will be sold in the event of any sale under this Mortgage, and also any right to have any of the Mortgaged Property marshalled upon any sale. The Lender may in its discretion sell any real and personal property together or in parts, in one or more sales, and in any sequence the Lender selects.

2.9 Lender's Power of Enforcement. If an Event of Default shall have occurred and be continuing, the Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Note or the performance of any term thereof or any other right, (b) to foreclose this Mortgage and to sell the Mortgaged Property as an entirety or in separate lots or parcels as provided by law and (c) to pursue any other remedy available to it, all as the Lender shall deem most effectual for such purposes. The Lender shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession as the Lender may determine.

2.10 Suits to Protect the Mortgaged Property. The Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the Rents and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the Lender.

ARTICLE III

GENERAL PROVISIONS

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

3.2 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 Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of 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.

3.3 No Waiver of One Default to Affect Another. (a) No waiver of any Event of Default hereunder shall extend to or shall affect any subsequent or any other Event of Default or shall impair any rights, powers or remedies consequent thereto.

(b) If the Lender (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security for the payment thereof, (iii) waives or does not exercise any right granted herein or in the Note, (iv) releases any part of the Mortgaged Property from the lien of this Mortgage or otherwise changes any of the terms of the Note or this Mortgage, (v) consents to the filing of any map, plat or replat of the Land, (vi) consents to the granting of any easement on the Land, (vii) makes or consents to any agreement subordinating the lien hereof, or (viii) enters into any agreement with the Borrower changing any term of the Note or the other Loan Documents or releasing any security or respecting any matter whatsoever, then any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, this Mortgage or otherwise of the Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor, nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted upon an Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender, shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Lender, without notice to any party, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

3.4 Discontinuance of Proceedings. Position of Parties Restored. In case the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, then and in every such case the Borrower and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding has been taken.

3.5 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any right, power or remedy, but each and every such right, power and remedy shall be cumu-

lative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. The Lender may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

3.6 Notices. All notices given under this Mortgage must be in writing and will be effectively served by personal delivery or by certified United States mail, postage prepaid, to the Lender and the Borrower at the addresses appearing above. Such addresses may be changed by either party by written notice to the other party. The service of any notice of default or notice of sale under this Mortgage as required by law will be effective on the date of mailing.

3.7 Inspection. (a) The Lender and its respective agents and representatives will have the right at any reasonable time to enter the Mortgaged Property and inspect all parts thereof. The Lender will also have the right to examine, copy and audit the books, records, accounting data and other documents of the Borrower relating to the Mortgaged Property.

(b) The Lender is under no duty to supervise or inspect the Mortgaged Property or the operation of the Mortgaged Property or to examine any books and records. Any inspection or examination by the Lender is for the sole purpose of protecting the Lender's security and preserving the Lender's rights under this Agreement.

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

3.9 Amendments. This Mortgage may not be modified or amended except by a written agreement signed by the parties.

3.10 Applicable Law. This Mortgage shall be governed by the laws of the State of Alabama.

3.11 Counterparts. This Mortgage may be executed in counterparts, but all counterparts shall constitute but one and the same document.

3.12 Entire Agreement. This Mortgage and the other Loan Documents constitute the entire agreement between the parties and supersede all prior agreements and understandings including, without limitation, any loan commitment letter from the Lender to the Borrower.

3.13 Severability. The provisions of this Mortgage are severable, and the invalidity or unenforceability of any one or more provisions of this Mortgage will in no way affect any other provision.

3.14 Interpretation. 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. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs of this Mortgage are for convenience only and do not define or limit any terms or provisions.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Mortgage and Security Agreement to the Lender on the day and year first above written.

William P. Angel, Jr.

Meredith M. Angel

WITNESS:

[Signature]

This instrument prepared by:

W. Howard Donovan, III
Haskell Slaughter & Young
Professional Association
800 First National-Southern Natural Building
Birmingham, Alabama 35203

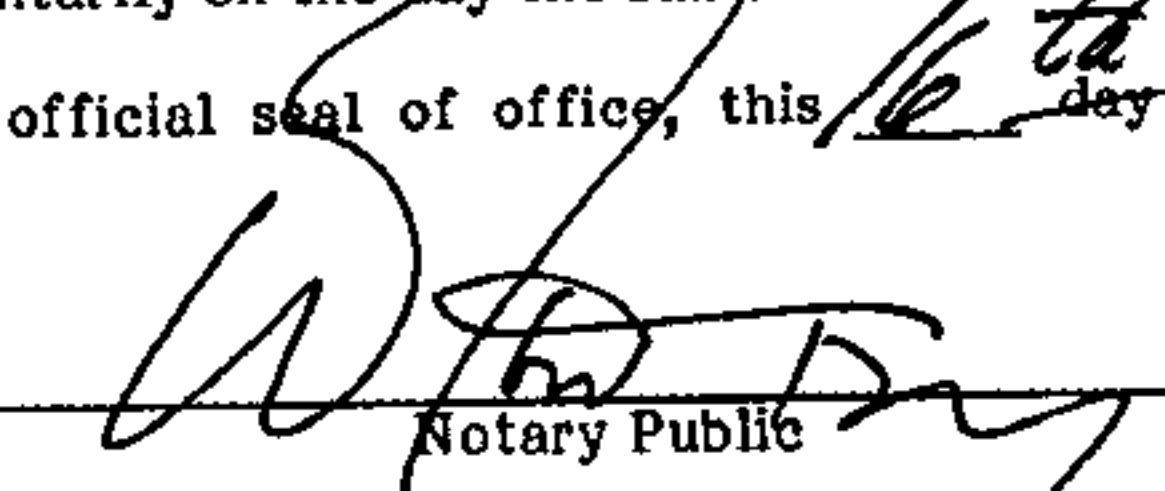
BOOK 155 PAGE 994

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that William P. Angel, Jr. and Meredith M. Angel, husband and wife, whose names 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 such instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office, this 16th day of


[NOTARIAL SEAL]


Notary Public

My Commission Expires: 1-21-83

BOOK 155 PAGE 995

EXHIBIT A

Lot 66, according to the survey of Heatherwood, 4th Sector, 1st Addition, as recorded in Map Book 11 pages 32 and 33, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

EXHIBIT B

1. Taxes for the year 1987.
2. Building setback line of 35 feet reserved from Masters Circle and Masters Lane as shown by plat.
3. Public utility easements as shown by recorded plat, including a 10 foot easement on the Northerly side and a 5 foot easement on the East side.
4. Restrictions, covenants and conditions as set out in instrument recorded in Map Book 11 pages 32 and 33 in Probate Office.
5. Mineral and mining rights.

BOOK 155 PAGE 997

| | |
|------------------|---------------|
| 1. Deed Tax | \$ _____ |
| 2. Mtg. Tax | <u>375.00</u> |
| 3. Recording Fee | <u>37.50</u> |
| 4. Indexing Fee | <u>1.00</u> |
| TOTAL | <u>413.50</u> |

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

1987 OCT 19 PM 1:41

Thomas A. Shoultz Jr.
JUDGE OF PROBATE