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MORTGAGE

THIS MORTGAGE DEED, dated this 25th day of November, 1987, by and between SOUTH FORTY CORP., an Alabama corporation, hereinafter called the Mortgagor, and STOCKTON, WHATLEY, DAVIN & COMPANY, a Florida corporation, hereinafter called the Mortgagee.

WITNESSETH:

WHEREAS, the Mortgagor is indebted to the Mortgagee in the principal sum of Two Hundred Fifty Thousand and No/100 DOLLARS (\$250,000.00) or so much as may from time to time be disbursed hereunder, as evidenced by a promissory note of even date herewith executed by the Mortgagor payable to the Mortgagee (the "Note"), together with interest as therein provided, both principal and interest being payable as provided in said promissory note; and

WHEREAS, the Mortgagor has agreed to grant this Mortgage to the Mortgagee in order to secure such sum, or so much hereof as may from time to time be disbursed, including future advances to be advanced from time to time, and any extensions or renewals thereof, and all other indebtedness of the Mortgagor to the Mortgagee, absolute or contingent, whether now owing or hereafter contracted.

NOW, THEREFORE, to secure the payment of the said promissory note and all other indebtedness of the Mortgagor to the Mortgagee, whether now existing or hereinafter incurred, and all extensions and renewals hereof or of any indebtedness of the Mortgagor to the Mortgagee, and further to secure the performance of the covenants and agreements hereinafter contained, the Mortgagor does hereby grant, convey and mortgage unto the Mortgagee, its successors and assigns, the following described property situate in the County of Shelby and State of Alabama:

See Exhibit A attached hereto and by this reference made a part hereof.

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Together with all structures and improvements now and hereafter on said land, and fixtures attached thereto, and all rents, issues, proceeds and profits accruing and to accrue from said premises, all of which are included within the foregoing description and the habendum thereof; also all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, furnitures, furnishings, fixtures and appurtenances, which now are or may hereafter pertain to, or be used with, in or on said premises, even though they be detached or detachable; also, all building, improvement or construction materials, supplies and equipment hereafter delivered to said land contemplating installation or use in constructions thereon and all rights and interests of the Mortgagor in building permits and architectural plans and specifications relating to contemplated constructions or improvements on said land and all rights and interest of Mortgagor in present or future mortgage loan commitments pertaining to any of said land and improvements thereon.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said Mortgagor in and to the same, and every part thereof, unto the said Mortgagee, its successors and assigns, absolutely and in fee simple forever.

PREPARED BY AND, AFTER RECORDING
PLEASE RETURN TO:
TIMOTHY A. BURLEIGH
POST OFFICE BOX 4700
JACKSONVILLE, FLORIDA 32202

J. Michael Joiner

And the Mortgagor does hereby covenant with Mortgagee that the Mortgagor is lawfully seized in fee simple of the mortgaged property and has a good right to sell and convey the same as aforesaid, that the mortgaged property is free and clear of all liens and encumbrances, and that the Mortgagor will warrant and forever defend the title to the same unto the Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees to and with the Mortgagee as follows:

1. Payment of Secured Obligations. Mortgagor will pay the principal and interest and the various and sundry sums of money payable by virtue of said promissory note and this mortgage promptly on the days the same become due and to promptly perform and comply with each and every other covenant and agreement in said promissory note and mortgage.

2. Payment of Taxes. Mortgagor will pay the taxes, assessments, levies, liens, liabilities, obligations and encumbrances of every nature and kind now on said described property, or that hereafter may be imposed, suffered, placed, levied or assessed thereon, or that hereafter may be levied or assessed upon this mortgage or the indebtedness secured hereby, when due and payable according to law, before they become delinquent, and before any interest attaches or any penalty is incurred; and insofar as any thereof is of record the same shall be promptly satisfied and discharged of record and the original official document evidencing such satisfaction and discharge shall be placed in the hands of said Mortgagee within ten days next after payment.

3. Hazard Insurance. Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In the event of loss, Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to 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, or for any other purpose or object satisfactory to the Mortgagee, without affecting the lien of this mortgage for the full amount hereby secured. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. If the Mortgagor fails to keep said property insured as above specified then the Mortgagee may, at its option, insure said property for its insurable value, against loss by fire and other hazards, casualties and contingencies, for its own benefit, and any amount which may be expended for premiums on such insurance policies shall be secured by the lien of this mortgage and bear interest from the date of payment by the Mortgagee.

4. Maintenance, Repairs, Alterations. Mortgagor will permit, commit, or suffer no waste, impairment or deterioration of said property or any part thereof and will keep all buildings and improvements now or hereafter on said property in good repair and will make any repairs which Mortgagee in his discretion shall

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deem necessary for the proper preservation of said buildings and improvements.

5. Costs, Charges and Expenses. Mortgagor will pay all and singular the costs of abstracts of title and title searches, charges, and expenses, including reasonable attorney's fees, incurred or paid at any time by the Mortgagee in applying for a receiver, in protecting its interest in any litigation involving this real estate, in presenting claim under any administration or other proceeding where proof of claims is required by law to be filed, or in foreclosing this mortgage by suit in any court of competent jurisdiction because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of said note and this mortgage and of the construction loan agreement of even date herewith. Said costs, charges, expenses, and fees shall be immediately due and payable and shall be secured by the lien of this mortgage, and such expenditures shall draw interest at the maximum rate permitted by law.

6. Rights of Mortgagee on Default. That (a) in the event of any breach of this mortgage or default on the part of the Mortgagor, or (b) in the event any of said sums of money herein referred to be not promptly and fully paid without demand or notice, or (c) in the event the stipulations, agreements, conditions and covenants of said note and this mortgage or of said construction loan agreement are not duly, promptly and fully performed, then in either or any such event, the said aggregate sum mentioned in said note then remaining unpaid, with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgagee, without notice or demand, suit at law or in equity, may be prosecuted as if all moneys secured hereby have matured prior to its institution. In the event of default, as defined in subsection a, b, or c of this paragraph, the Mortgagee shall have the right to enter upon and take possession of said property and sell after or without taking such possession of the same at public outcry, in whole or in parcels, in front of the Court House door of the county wherein said property is located, to the highest bidder for cash, either in person or by auctioneer, after first giving notice of the time, place and terms of such sale by publication once a week for three successive weeks in some newspaper published in said county, and, upon the payment of the purchase money, shall execute to the purchaser at said sale a deed to the property so purchased, the proceeds of such sale shall be applied (1) to the expenses incurred in making the sale, including a reasonable attorney's fee for such services as may be necessary, in the collection of said indebtedness or the foreclosure of the mortgage; (2) to the payment of whatever sum, or sums, the Mortgagee may have paid out or become liable to pay, in carrying out the provisions of this mortgage, together with interest thereon; (3) to the payment and satisfaction of said principal indebtedness and interest thereon to the day of sale and the balance, if any, shall be paid over to the Mortgagor, or assigns. Or said Mortgage may be foreclosed as now provided by law in case of past due mortgages, in which event a reasonable attorney's fee shall, among other expenses and costs, be allowed and paid out of the proceeds of the sale of said property. In any event, the purchaser under any foreclosure sale, as provided herein, shall be under no obligation to see to the proper application of the purchase money and the Mortgagee or the then holder of the indebtedness hereby secured may become the purchaser at said sale and the auctioneer making the sale is hereby authorized and empowered to execute a deed in the name and on behalf of the Mortgagor to such purchaser, and the certificate of the holder of such indebtedness, appointing said auctioneer to make such sale, shall be prima facie evidence of his authority in the premises.

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Mortgagee shall also have all rights and remedies of a secured party under the Alabama Uniform Commercial Code.

7. Appointment of Receiver. Should default be made in the payment of any insurance premium, taxes, assessments or other liens, or any other sum, as herein provided, the Mortgagee or assigns shall be authorized to pay same and the sum, or sums, so paid shall be and become a part of the indebtedness secured by the Mortgage, or the Mortgagee or assigns may take possession of the mortgaged property, collect the rents due or to become due thereon and apply same in payment of such delinquent taxes, assessments or other liens or, upon application made to any court of competent jurisdiction, be entitled as a matter of right to the appointment of a receiver of the rents, issues and profits to be derived therefrom and with power to lease and control the mortgaged property for the benefit of the Mortgagee or, at its option, the Mortgagee may declare the whole of said indebtedness due and payable at once and the mortgage may be foreclosed as hereinafter provided, but no delay or failure of the Mortgagee to exercise this right or any other option herein shall be deemed a waiver of such right. Any such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of said Mortgagor or the defendants, and such income, profits, rents, issues and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such court.

8. Default by Mortgagor. If the Mortgagor defaults in any of the covenants or agreements contained herein or in said note, then the Mortgagee may perform the same, and all such expenditures made by the Mortgagee, including a reasonable attorney's fee, in so doing shall draw interest at the maximum rate permitted by law, and shall be repayable immediately and without demand, and all such expenditures shall be secured by the lien of this mortgage. The Mortgagee shall be subrogated, for further security, to the lien of any and all liens or encumbrances paid out of the proceeds of the loan secured by this mortgage, even though the lien or encumbrances so paid from such proceeds be released.

9. Future Advances. In addition to all other indebtedness secured by the first lien of this mortgage, this mortgage shall secure also and constitute a first lien on the mortgaged property for all future advances made by the Mortgagee to Mortgagor within five years from the date hereof to the same extent as if such future advances were made on the date of the execution of this mortgage. Any such advances may be made at the option of the Mortgagee. The total amount of the indebtedness that may be secured by this mortgage may increase or decrease from time to time, but the total unpaid balance secured at any one time by this mortgage shall not exceed a maximum principal amount of twice the principal amount stated in the promissory note referred to above, plus interest thereon and any disbursements made by Mortgagee for the payment of taxes, levies or insurance on the property encumbered by this mortgage, with interest on such disbursements.

10. Legal Requirements. Any and all legal requirements, of any governmental agency wherein the mortgaged property is located, shall be fully complied with by the Mortgagor.

11. Enactment of Law Affecting Mortgage. In the event of the enactment of any law, Federal or State, after the date of this mortgage, deducting from the value of the land for the purpose of taxation any lien thereon, or imposing any liability upon the Mortgagee, in respect of the indebtedness secured hereby, or changing in any way the laws now in force for the

taxation of mortgages, or debts secured by mortgages, or the manner of collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the Mortgagee, without notice to any party, become immediately due and payable.

12. Condemnation. If all or any part of the mortgaged property 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), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of the Mortgagee become immediately due and payable. The Mortgagee shall be entitled to all compensation, awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceedings relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Mortgagee, who, after deducting therefrom all its expenses, including attorney's fees, may release any moneys so received by it without affecting the lien of this mortgage or may apply the same in such manner as the Mortgagee shall determine to the reduction of the sums secured hereby, and any balance of such moneys then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignments of any compensations, awards, damages, rights of action, claims and proceeds as the Mortgagee may require.

13. Creation of Security Interest. This Mortgage creates a security interest with respect to all personal property and chattels referred to or described herein as part of the mortgaged property and shall constitute a Security Agreement under the Alabama Uniform Commercial Code. Mortgagor covenants and agrees to execute, file and refile such financing statements, continuation statements, or other documents that Mortgagee shall require.

14. Prohibition Against Further Liens or Encumbrances. Mortgagor covenants and agrees that it will not mortgage or pledge all or any part of the property herein described and covered by this Mortgage as collateral security for any other loan or otherwise further encumber said property, or any part thereof, for additional or secondary financing of any kind whatsoever without the prior written approval and consent of Mortgagee. In the event of any default hereunder, Mortgagee shall have the right to accelerate the maturity of this Mortgage and Note secured hereby as though same were due and payable on the day of any such pledge or encumbrance and to demand payment in full of all sums secured hereby or any unpaid balance thereof, and to exercise all rights and remedies herein or by law reserved unto Mortgagee the same as in any event of default hereunder, anything in the Note secured hereby to the contrary notwithstanding.

15. Transfer of Title; Leases. Mortgagor covenants and agrees that it will not, without the prior written consent of Mortgagee, convey, transfer or permit to be conveyed or transferred, Mortgagor's title to, or any interests in, the mortgaged property or any portion thereof. Mortgagor will not, without the prior written consent of Mortgagee, lease or rent the mortgaged property or any portion thereof. In the event of any default hereunder, Mortgagee may, at its option, declare all sums secured by this Mortgage to be immediately due and payable.

16. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the mortgaged property.

17. Forbearance by Mortgagee Not a Waiver. Any forbearance by Mortgagee in exercising any right or remedy under this Mortgage or the Note or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

18. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

19. Governing Law; Severability. This Mortgage shall be governed by the laws of the State of Alabama. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

20. Covenants Running with the Land. All covenants contained in this Mortgage shall run with the mortgaged property.

21. Modification. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

22. Maximum Rate of Interest. Anything in the Note, this Mortgage or any other agreements or arrangements by the Mortgagor in connection with the loan evidenced by the Note to the contrary notwithstanding, if from any circumstances whatever fulfillment of any provision of any of the foregoing documents or agreements at the time performance of said provision shall be due shall involve transcending the limit of validity prescribed by the usury laws of the State of Alabama or any other law of the State of Alabama as preempted and prescribed from time to time by the laws of the United States of America or any rule or regulation of any department or agency thereof, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity so that in no event shall exaction be possible under any of the aforesaid documents or agreements in excess of the limit of such validity and if under any circumstances whatsoever interest in excess of the limit of such validity will have been paid by the Mortgagor in connection with the loan evidenced by the Note, such excess shall be applied by Mortgagee to the unpaid principal balance of the Note or refunded to the Mortgagee, the manner of handling such excess to be at Mortgagee's election, and/or in case any such excess interest has accrued, the Mortgagee shall eliminate such excess interest so that under no circumstances shall interest on the loan evidenced by the Note exceed the maximum rate allowed by the laws of the State of Alabama as preempted and prescribed from time to time by the laws of the United States of America or any rule or regulation of any department or agency thereof.

23. Captions. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

24. Gender, etc. The term Mortgagor shall be construed singular or plural, masculine or feminine, and corporate, partnership or individual, whichever the context hereof requires or admits.

25. Successors and Assigns. The covenants and agreements in this Mortgage contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagor and Mortgagee, subject to the provisions of paragraph 12 hereof.

26. Cross-Default. Any default by Mortgagor under the terms of any other mortgage executed by Mortgagor and held by Mortgagee as security for any indebtedness owed by Mortgagor to Mortgagee shall at the option of the Mortgagee constitute a default under the terms hereof. Any default by Mortgagor under the terms of this Mortgage shall at the option of Mortgagee constitute a default under the terms of any other mortgage executed by Mortgagor and held by Mortgagee as security for any indebtedness owed by Mortgagor to Mortgagee.

27. Loan Agreement. The principal amount of the loan hereby secured is to be disbursed from time to time in accordance with the terms and conditions of that certain Loan Agreement between Mortgagor and Mortgagee of even date herewith (the "Loan Agreement"), the terms, provisions and conditions of which are by reference made a part hereof. All such disbursements, regardless of the date made, shall be secured by the lien of this Mortgage to the same extent as if such disbursements had been made on the date hereof. Any default under the terms and conditions of the Loan Agreement by Mortgagor shall be deemed to constitute a default under the terms and conditions of this Mortgage and the Note secured hereby.

28. Additional Consideration. As additional consideration for the making of the loan secured hereby, Mortgagor covenants and agrees to pay Mortgagee the sum of \$500.00 for each building plot or lot encumbered hereby upon which a permanent mortgage loan is closed by a lender other than Mortgagee, with each such sum to become due and payable on the date the loan is closed by such other lender. In the event Mortgagee refuses to make any such permanent mortgage loan to a qualified purchaser (being a purchaser qualifying for an available loan program under normal and customary underwriting criteria of Mortgagee), then, and in such event, Mortgagor shall not be required to pay the foregoing sum. The terms and conditions of this paragraph shall survive the release of any building plot or lot from the lien hereof or the satisfaction of this Mortgage.

29. Partial Release. Provided Mortgagor shall not be in default under any of the terms and conditions of this Mortgage, the Note or any other loan document given in connection herewith, Mortgagee shall release each lot from the lien hereof for a cash release price of \$10,000.00 per lot. The foregoing release price is conditioned upon the mortgaged property's being developed and platted, with the approval of Mortgagee, into not less than 33 single family lots. If the mortgaged property is not developed and platted into at least 33 lots, then Mortgagee shall not be required to release any portion of the mortgaged property from the lien of this Mortgage. Said release price shall be applied on account of the principal of the Note.

30. Purchase Money Mortgage. The Note evidences and this Mortgage secures all or a portion of the purchase price of the mortgaged property in connection with the purchase thereof by Mortgagor. This is a purchase money mortgage.

31. Changes in Zoning, etc. Mortgagor shall immediately notify Mortgagee of any changes in zoning or other land use regulations, changes in the availability of utilities or any other governmental action that will affect the mortgaged property and Mortgagor will not, without the prior written consent of Mortgagee, file, apply, or contract for any of the foregoing changes. Any failure of Mortgagor to comply with the provisions of this paragraph shall at the option of Mortgagee be an event of default under this Mortgage.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

SOUTH FORTY CORP. ^{RDM} KM,
an Alabama corporation

By: Roger D. Massey ^{RDM} KM,
Roger D. Massey, President

Attest: Kenneth Wayne Mitchell
Kenneth Wayne Mitchell, Secretary

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned, a Notary Public in and
for said County, in said State, hereby certify that Roger D. Massey
President, and
Kenneth Wayne Mitchell, whose name as Secretary, of South Forty Corp. ^{RDM} KM, a corporation, are signed
to the foregoing conveyance, and who are known to me,
acknowledged before me on this day that, being informed of the
contents of the conveyance, they, as such officers and with full
authority, executed the same voluntarily on the day the same
bears date for and as the act of said corporation.

Given under my hand and official seal, this 25th day
of November, 1987.

J. Michael
Notary Public

My commission expires: Nov 17, 1990

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A parcel of land located in the NE 1/4 of Section 18, Township 21 South Range 2 West, Shelby County, Alabama, described as follows: Commence at the Northeast corner of said Section 18; thence run South along the East line of said Section 18 a distance of 538.18 feet to the point of beginning; thence continue last course a distance of 387.63 feet; thence turn right 95 deg. 40 min. 43 sec. a distance of 689.55 feet; thence turn right 00 deg. 10 min. 24 sec. a distance of 660.08 feet; thence turn right 84 deg. 57 min. 42 sec. a distance of 644.48 feet; thence turn right 92 deg. 58 min. 36 sec. a distance of 488.03 feet; thence turn left 92 deg. 47 min. 25 sec. a distance of 177.87 feet; thence turn right 90 deg. 00 min. 00 sec. a distance of 629.49 feet to the center line of paved County Highway; thence turn right 66 deg. 52 min. 40 sec. along said Highway a distance of 444.42 feet; thence turn right 99 deg. 45 min. 00 sec. a distance of 240.00 feet; thence turn left 96 deg. 47 min. 13 sec. a distance of 109.26 feet; thence turn left 82 deg. 08 min. 17 sec. a distance of 246.57 feet to the center line of paved County Highway; thence turn right 100 deg. 49 min. 30 sec. a distance of 9.59 feet to the point of beginning; being situated in Shelby County, Alabama.

Mineral and mining rights are excepted.

Less and except any part of subject property lying within a Highway right of way.

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

1987 DEC -1 AM 11: 37

Thomas A. Shavelin, Jr.
JUDGE OF PROBATE

1. Dead Tax	\$	
2. Mtg. Tax		375.00
3. Recording Fee		22.50
4. Indexing Fee		1.00
TOTAL		398.50