THIS INSTRUMENT PREPARED BY: (Name) Argo, Enslen, Holloway & Sabel, P.C. (Address) P. O. Box 1550, Montgomery, AL 36102
STATE OF ALABAMA) COUNTY OF SHELBY) MORTGAGE AND SECURITY AGREEMENT
THIS INDENTURE made this 23rd day of December 1987 between Ted B. Watts. a married man, and W. Milton Strickland. a married man. (hereinafter called the "Borrower", whether one or more), Mortgagor, and Central Bank of The South Alabama (hereinafter called "Bank"), Mortgagee.
WITNESSETH:
WHEREAS, Borrower is justly indebted to Bank on a loan in the principal sum of One Million One Hundred Fifty Thousand and No/100Dollars (\$1,150,000.00) (the "Loan"), or so much as may from time to time be dispursed thereunder, as evidenced by a promissory note dated December 23, payable to Bank with interest thereon (the "Note") as follows: (Check one)
January 10, 2004 or such earlier maturity date as provided in the Note or as provided in any Loan Document as defined below:
WHEREAS. Borrower may hereafter become indebted to Bank or to a subsequent holder of this Mortgage on loans or otherwise (said Bank and any subsequent holder of this Mortgage being referred to herein as "Lender"); and WHEREAS, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Borrower to Lender, now existing or hereafter thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Borrower to Lender, now existing or hereafter thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Borrower to Lender, now existing or hereafter thereof, and all refinancings, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions and modifications thereof, and whether incurred or given as maker, endorser, guarantor or otherwise (herein "Other Indebtedness"). NOW, THEREFORE, the Borrower, in consideration of making the Loan above mentioned, and to secure the prompt payment of same, with NOW, THEREFORE, the Borrower, including but not limited to attorneys' fees, and any and all Other Indebtedness of Borrower to Lender as set forth above, and account of Borrower, including but not limited to attorneys' fees, and any and all Other Indebtedness of Borrower to Lender as the forth in the Note and set forth and set fo
See Exhibit "A" attached hereto and made - Final

This conveyance is made subject to any and all easements, restrictions and reservations of record covering the above described property.

164 PAGE 945

B00K (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described above or in Exhibit A, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the property described above or in Exhibit A or not and whether in storage or otherwise wheresoever the same may be located.

(c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever. in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Borrower, and the reversion and reversions, remainder and remainders. rents, issue and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Borrower, however, so long as Borrower is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and,

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such mannegras, it elects, or at, its option, the entire amount or any part thereof so received may be released.

ARGO, ENSLEN, HOLLOWAY & SABEL, P.C. P. O. DRAWER 1550

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

PROVIDED. HOWEVER, that these presents are upon the condition that, if the Borrower shall pay or cause to be paid to the Lender the principal and interest payable in respect to the Note, and any extensions, renewals, modifications and refinancings of same, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Borrower, and shall pay all charges incurred herein by Lender on account of Borrower, including, but not limited to, attorneys' fees, and shall pay any and all Other Indebtedness of Borrower to Lender, and shall keep, perform and observe all and singular the covenants, conditions and agreements in this Mortgage, in the Note, in the Loan Documents, and in the Other Indebtedness Instruments expressed to be kept, performed, and observed by or on the part of the Borrower, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, sold and conveyed shall cease, determine and be void, but shall otherwise remain in full force and effect.

AND the Borrower covenants and agrees with the Lender as follows:

ARTICLE I

1.01 Performance of Mortgage, Note and Loan Documents. The Borrower will perform, observe and comply with all provisions hereof, and of the Note, and of the Loan Documents, and of the Other Indebtedness Instruments, and will duly and punctually pay to the Lender the sum of money expressed in the Note, with interest thereon, and all other sums required to be paid by the Borrower pursuant to the provisions of this Mortgage, of the Loan Documents, and of the Other Indebtedness Instruments, all without any deductions or credit for taxes or other similar charges paid by the Borrower.

1.02 Warranty of Title. Borrower hereby warrants that, subject to any exceptions described above or in Exhibit A, it is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged, or is lawfully seized of such other estate or interest as is described above or in Exhibit A, and has good and absolute title to all existing personal property hereby mortgaged and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Borrower shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever.

1.03 Future Advances, Revolving and Open-End Loans, and other Debts. It is expressly understood that this Mortgage is intended to and does secure, not only the Loan, but also future advances and any and all Other Indebtedness, obligations and liabilities, direct or contingent, of said Borrower to said Lender, whether now existing or hereafter arising, and any and all extensions, renewals, modifications and refinancings of same, or any part thereof, existing at any time before actual cancellation of this instrument on the probate records of the county or counties where the Mortgaged Property is located, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise. The Loan and the Other Indebtedness may, if provided in the applicable loan instruments, provide for revolving or open-end loans and advances, all of which shall be secured by this Mortgage.

1.04 Monthly Tax Deposit. If required by Lender, Borrower will pay on the first day of each month one-twelfth (1/12) of the yearly taxes on the Mortgaged Property, as estimated by Lender, in addition to each regular installment of principal and interest. Such sums shall not draw interest, and shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender. Borrower agrees to pay Lender the amount of any deficiency necessary to enable Lender to pay such taxes when due. Such sums may be applied by the Lender to the reduction of the indebtedness secured hereby in the event of a default under this Mortgage, the Note, the Loan Documents, or the Other Indebtedness Instruments.

1.05 Other Taxes, Utilities and Liens. (a) The Borrower will pay promptly, when and as due, and, if requested, will exhibit promptly to the Lender receipts for the payment of all taxes, assessments, water rates, utility charges, dues, charges, fines, penalties, costs and other expenses incurred, and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Lender in the Mortgaged Property (other than any of the same for which provision has been made in Paragraph 1.04 of this Article I), or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage for any amounts secured hereby or would have priority or equality with this Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof.

(b) The Borrower promptly shall 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 this Mortgage to be created or to remain outstanding upon any of the Mortgaged Property.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes, then Borrower immediately shall pay any increased taxes if allowed by law, and if Borrower fails to pay such additional taxes, or if Borrower is prohibited from paying such taxes, or if Lender in any way is adversely affected by such law, order, rule or regulation, then in any of such events, all indebtedness secured by this Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Lender.

1.06 Insurance. The Borrower will procure for, deliver to, and maintain for the benefit of the Lender during the life of this Mortgage, insurance policies in such amounts as the Lender shall require, insuring the Mortgaged Property against fire, extended coverage, war damage tif available), and such other insurable hazards, casualties and contingencies as the Lender may require. The form of such policies and the companies issuing them shall be acceptable to the Lender. All policies shall contain a New York standard, non-contributory mortgage endorsement making losses payable to the Lender. At least lifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to the Lender shall be delivered to the Lender. The Borrower shall deliver to the Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any transfer of title to the Mortgaged Property in partial or full extinguishment of the indebtedness secured hereby, all right, title and interest of the Borrower in and to all insurance policies then in force shall pass to the purchaser or grantee.

The Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Lender instead of to the Borrower and Lender jointly. After deducting from said insurance proceeds any expenses incurred by Lender in the collection or handling of said fund, the Lender may apply the net proceeds, at its option, either toward restoring the improvements on the Mortgaged Property, or as a credit on any portion of the Borrower's indebtedness selected by Lender, whether then matured or to mature in the future, or at the option of the Lender, such sums either wholly or in part may be paid over to the Borrower to be used to repair such improvements, or to build new improvements in their place or for any other purpose satisfactory to the Lender, all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

If required by the Lender, the Borrower will pay on the first day of each month, in addition to the regular installment of principal and interest and monthly tax deposit (as provided by Paragraph 1.04 of Article I herein), one-twelfth (1/12) of the yearly premiums for insurance. Such amount shall be used by Lender to pay such insurance premiums when due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereof. Upon demand of the Lender, the Borrower agrees to deliver to the Lender such additional moneys as are necessary to make up any deficiencies in the amounts necessary to enable the Lender to pay such insurance premiums when due. In the event of a default by Borrower under this Mortgage, the Note, the Loan Documents, or the Other Indebtedness Instruments, the Lender may apply such sums to the reduction of the indebtedness secured hereby.

1.07 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 or private 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 Lender become immediately due and payable. The Lender 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 Borrower's name, any action or proceeding 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 Borrower to the Lender, which, after deducting therefrom all its expenses, including attorneys' 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 Lender shall

determine to the reduction of the indebtedness secured hereby, and any balance of such moneys then remaining shall be paid to the Borrower. The Borrower agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require.

- 1.08 Care of the Property. (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.
- (b) Except as otherwise provided herein, no buildings, fixtures, personal property, or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender. The Borrower may sell or otherwise dispose of, free from the demolished or substantially altered without the prior written consent of the Lender. The Borrower may sell or otherwise dispose of, free from the demolished or substantially altered without the prior written consent of the Lender. The Borrower may sell or otherwise dispose of, free from the demolished or substantially altered without the prior written consent of the Lender. The Borrower may sell or otherwise dispose of, free from the demolished or substantially altered without the hereof, which it is made to the Mortgaged Property and exceeding in value at may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at may become worn out, undesirable obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at may become worn out, undesirable obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at may become worn out, undesirable obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at may become worn out, undesirable obsol
- (c) If the Mortgaged Property, or any part thereof, is damaged by fire or any other cause, the Borrower will give immediate written notice of the same to the Lender.
 - (d) The Lender is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours.
- (e) The Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.
- (f) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty; the Borrower will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefor; provided, however, that if there are insurance proceeds, the Borrower shall not be required to restore the Mortgaged Property as aforesaid unless the Lender shall apply any net proceeds from the casualty in question and held by Lender, as allowed under Paragraph 1.06, toward restoring the damaged apply any net proceeds from the casualty in question and held by Lender, as allowed under Paragraph 1.06, toward restoring the damaged improvements. If a part of the Mortgaged Property shall be physically damaged through condemnation, the Borrower will promptly restore, repair or alter the remaining property in a manner satisfactory to the Lender.
- 1.09 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by the Lender, the Borrower will make, execute and deliver or cause to be made, executed and delivered to the Lender and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Lender any and all such other and further mortgages, instruments of further assurance, certificates and other documents as may, in the opinion of the Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligation of the Borrower under the Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligation of the Borrower under the Note and this Mortgage, and the priority of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by the Borrower. Upon any failure by the Borrower so to do, the Lender may make, execute, and record any and all such mortgages, instruments, certificates, and documents for and in the name of the Borrower and the Borrower hereby irrevocably appoints the Lender the agent and attorney-in-fact of the Borrower so to do. The lien and rights hereunder automatically will attach, without further act, to all after acquired property (except consumer goods, other than accessions, not acquired within ten (10) days after the Lender has given value under the Note) attached to and/or used in the operation of the Mortgaged Property or any part thereof.
- 1.10 Additional Security. The Lender shall also have a security interest in all other property of the Borrower, now or hereafter assigned, or coming into the possession, control, or custody of the Lender by or for the account of the Borrower (including indebtedness due from the Lender to the Borrower) whether expressly as collateral security or for any other purpose, including any dividends declared, or interest accruing thereon, and proceeds thereof. The Lender may, but shall not be obligated to apply to the payment of the Note or other indebtedness secured hereby, on or after demand, any funds or credit held by the Lender on deposit, in trust or otherwise, for the account of the Borrower.
- I.11 Leases Affecting Mortgaged Property. The Borrower will comply with and observe its obligations as landlord or tenant under all leases affecting the Mortgaged Property or any part thereof. If requested by Lender, Borrower will furnish Lender with executed copies of all leases now, or hereafter created on the Mortgaged Property; and all leases now or hereafter entered into will be in form and substance subject to the approval, or hereafter created on the Mortgaged Property; and all leases now or hereafter entered into will be in form and substance subject to the approval, of Lender. Borrower will not accept payment of rent more than two (2) months in advance without the express written consent of Lender. If requested by the Lender, the Borrower will execute and deliver to Lender, as additional security, such other documents as may be requested by Lender to further evidence the assignment to Lender hereunder, and to assign any and all such leases whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the Mortgaged Property from time to time accruing, and will not cancel, including, without limitation, all rents, royalties, issues and profits of the Lender.

 Surrender or modify any lease so assigned without the written consent of the Lender.
 - 1.12 Expenses. The Borrower will pay or reimburse the Lender for all reasonable attorneys' fees, costs and expenses incurred by the Lender in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which the Lender is made in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which the Lender is made in any proceeding involving the Other Indebtedness Instruments, a party, or appears as party plaintiff or defendant, affecting this Mortgage, the Note, the Loan Documents, the Other Indebtedness Instruments, a party, or appears as party plaintiff or defendant, affecting this Mortgage, the Note, the Loan Documents, the Other Indebtedness Instruments, a party plaintiff or defendant, affecting this Mortgage, the Note, the Loan Documents, the Other Indebtedness Instruments, a party plaintiff or defendant, affecting this Mortgage, the Note, the Loan Documents, the Other Indebtedness Instruments, a party plaintiff or defendant, affecting this Mortgage, the Note, the Loan Documents, the Other Indebtedness Instruments, a party plaintiff or defendant, affecting this Mortgage, any condemnation action involving the Borrower or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof; and any such amounts paid by the Lender shall be added to the indebtedness Secured hereby and shall be further secured by this Mortgage.
 - 1.13 Performance by Lender of Defaults by Borrower. If the Borrower shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property; in the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage, of the Note, of the Loan Documents, or of the Other Indebtedness instruments, then the Lender, at its option, may perform or observe the same, and all payments made for costs or expenses incurred by the Lender Instruments, then the Lender, at its option, may perform or observe the same, and all payments made for costs or expenses incurred by the Lender in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Borrower to the Lender with interest in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Borrower to the Lender with interest thereon at the greater of the rate of ten percent (10%) per annum or the rate set forth in the Note. The Lender shall be the sole judge of the legality, thereon at the greater of the rate of ten percent (10%) per annum or the rate set forth in the Note. The Lender shall be the sole judge of the legality, thereon at the greater of the rate of ten percent (10%) per annum or the rate set forth in the Note. The Lender shall be the sole judge of the legality, thereon at the greater of the rate of ten percent (10%) per annum or the rate set forth in the Note. The Lender shall be the sole judge of the legality, thereon at the greater of the rate of the rate of the rate of the percent (10%) per annum or the rate set forth in the Note. The Lender shall be the sole judge of the legality.
 - 1.14 Books and Records. The Borrower shall keep and maintain at all times full, true and accurate books of accounts and records, adequate to reflect correctly the results of the operation of the Mortgaged Property. Upon request of the Lender, the Borrower will furnish to the Lender within ninety (90) days after the end of the Borrower's fiscal year, a balance sheet and a statement of income and expenses, both in reasonable within ninety (90) days after the end of the Borrower's fiscal year, a balance sheet and a rent schedule of the Mortgaged Property, certified by detail and form satisfactory to Lender and certified by a Certified Public Accountant, and a rent schedule of the Mortgaged Property, certified by the Borrower, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date and the rent paid.
 - 1.15 Estoppel Affidavils. The Borrower within ten (10) days after written request from the Lender shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on the Note and Other Indebtedness and whether or not any offsets or defenses exist against any principal and interest.
 - 1.16 Alienation or Sale of Mortgaged Property. The Borrower shall not sell, assign, mortgage, encumber, or otherwise convey the Mortgaged Property without obtaining the express written consent of the Lender at least thirty (30) days prior to such conveyance. If Borrower should sell, easign, mortgage, encumber or convey all, or any part of, the Mortgaged Property without such consent by Lender, then, in such event, the entire balance of the indebtedness (including the Loan and all other Indebtedness) secured by this Mortgage and all interest accrued thereon (or such parts as Lender may elect) shall without notice become due and payable forthwith at the option of the Lender.

ARTICLE II

- 2.01 Event of Default. The term Event of Default, wherever used in this Mortgage, shall mean any one or more of the following events:
- (a) Failure by the Borrower to pay as and when due and payable any installment of principal, interest or escrow deposit; or
- (b) Failure by the Borrower to duly observe any other covenant, condition or agreement of this Mortgage, of the Note, of the Loan Documents, or of the Other Indebtedness Instruments for ten (10) days or more; or
- (c) The filing by the Borrower or any guarantor of any indebtedness secured hereby of a voluntary petition in bankruptcy or the Borrower's or any guarantor's adjudication as a bankrupt or insolvent, or the filing by the Borrower or any guarantor 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 or any guarantor's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of the Borrower or any guarantor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, 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; or
- (d) The entry by a court of competent jurisdiction of any order, judgment, or decree approving a petition filed against the Borrower or any guarantor of any of the indebtedness secured hereby 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 (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Borrower or any guarantor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof without the consent or acquiescence of the Borrower which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or
 - (e) The enforcement of any prior or junior lien or encumbrance on the Mortgaged Property or any part thereof; or
 - (f) Any other event of default set forth in the Loan Documents or the Other Indebtedness Instruments.
- 2.02 Acceleration of Maturity. If an Event of Default shall have occurred, then the entire balance of the indebtedness (including but not limited to the Loan and the Other Indebtedness) secured hereby with interest accrued thereon (or such parts as Lender may elect) shall, at the option of the Lender, become due and payable without notice or demand, time being of the essence; and any omission on the part of the Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.
- 2.03 Right of Lender to Enter and Take Possession. (a) If an Event of Default shall have occurred and be continuing, the Borrower, upon demand of the Lender, shall forthwith surrender to the Lender the actual possession of the Mortgaged Property, and if and to the extent permitted by law, the Lender may enter and take possession of all the Mortgaged Property, and may exclude the Borrower and its agents and employees wholly therefrom.
- (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; (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 income, revenues, rents, issues and profits of the Mortgaged Property, including those past due as well as Othose accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing, and operating the Mortgaged Property (including bmpensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, Additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other harges prior to this Mortgage as the Lender may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Lender; shall apply the remainder of the moneys so received by the Lender, first to the payment of accrued interest under the Note; second to the payment of tax deposits required in .

 Paragraph 1.04; third to the payment of any other sums required to be paid by Borrower under this Mortgage or under the Loan Documents; Courth to the payment of overdue installments of principal; fifth to the payment of any sums due under Other Indebtedness instruments, whether principal, interest or otherwise; and the balance, if any, to the Borrower, or the party appearing of record to be the owner of the Mortgaged Property, or as otherwise required by law,
 - (c) Whenever all such Events of Default have been cured and satisfied, the Lender may, at its option, surrender possession of the Mortgaged. Property to the Borrower, or Borrower's heirs, successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.
 - 2.04 Receiver. (a) If an Event of Default shall have occurred and be continuing, the Lender, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, and revenues thereof.
 - (b) The Borrower will pay to the Lender upon demand all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Paragraph 2.04; and all such expenses shall be secured by this Mortgage.
 - 2.05 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; (b) to foreclose this Mortgage; (c) to enforce or exercise any right under any Other Indebtedness Instrument; and (d) to pursue any other remedy available to Lender, all as the Lender may elect.

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- 2.06 Power of Sale. If an Event of Default shall have occurred Lender may sell the Mortgaged Property to the highest bidder at public auction in front of the Courthouse door in the county or counties, as may be required, where the Mortgaged Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county or counties, as may be required, and, upon payment of the purchase money. Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the Mortgaged Property so purchased. Lender may bid at said sale and purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. At the 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 Lender may elect. The provisions of Section 3.05 of this Mortgage shall apply with respect to Lender's enforcement of rights or interests in personal property which constitutes Mortgaged Property hereunder.
- 2.07 Application of Foreclosure Proceeds. The proceeds of any foreclosure sale pursuant to Paragraph 2.06 of Article II shall be applied as follows:
- (a) First, to the expenses of making the sale, including a reasonable attorneys' fee for such services as may be necessary in the collection of the indebtedness secured by this Mortgage or the foreclosure of this Mortgage:
- (b) Second, to the repayment of any money, with interest thereon, which Lender may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided, and as may be provided in the Loan Documents;
- (c) Third, to the payment and satisfaction of the indebtedness (including but not limited to the Loan and the Other Indebtedness) secured hereby with interest to date of sale whether or not all of such indebtedness be then due;
- (d) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the Mortgaged Property at the time of the sale, after deducting any expense of ascertaining who is such owner, or as may otherwise be provided by law.

2.09 Waiver of Exemption. 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 Borrower waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Mortgaged Property be set off against any part of the indebtedness secured hereby.

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 in violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom; 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.

2.11 Borrower to Pay the Note on any Default in Payment; Application of Moneys by Lender. If default shall be made in the payment of any amount due under this Mortgage, the Note, the Loan Documents or the Other Indebtedness Instruments, then, upon demand of the Lender, the Borrower will pay to the Lender the whole amount due and payable under the Note and under all Other Indebtedness Instruments; and in case the Borrower shall fail to pay the same forthwith upon such demand, the Lender shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursements of the Lender's agents and attorneys.

2.12 Delay or Omission No Waiver. No delay or omission of the Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by the Note, this Mortgage, the Loan Documents, or by the Other Indebtedness Instruments to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

2.13 No Waiver of One Default to Affect Another. No waiver of any default hereunder, under the Loan Documents, or under the Other Indebtedness Instruments shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.

If the Lender (a) grants for bearance or an extension of time for the payment of any indebtedness secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein, in the Note, in the Loan Documents, or in the Other Indebtedness Instruments; (d) releases any part of the Mortgaged Property from this Mortgage or otherwise changes any of the terms of this Mortgage, the Note, the Loan Documents or the Other Indebtedness Instruments; (e) consents to the filing of any map, plat or replat of or consents to the granting of any easement on, all or any part of the Mortgaged Property; or (f) makes or consents to any agreement subordinating the lien or charge hereof, any such act or omission shall not release, discharge, modify, change, or affect the original liability under this Mortgage, the Note, the Loan Documents, or the Other Indebtedness Instruments 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 in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender shall the provisions 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 person, corporation or other entity (except notice shall be given to Borrower so long as Borrower remains liable under the Note, this Mortgage and the Loan Documents) 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, or of the Loan Documents, 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.

2.14 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, or shall have been determined adversely to the Lender, 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 proceedings had been taken.

2.15 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, or under the Note, the Loan Documents, or the Other Indebtedness Instruments now or hereafter existing at law or in equity or by statute.

ARTICLE III

3.01 Heirs, Successors and Assigns Included in Parties. Wherever in this Mortgage one of the parties hereto is named or referred to, the heirs. administrators, executors, successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of the Borrower or by or on behalf of Lender shall bind and inure to the benefit of their respective heirs, administrators, executors, successors and assigns, whether so expressed or not.

3.02 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

3.03 Gender. Whenever the context so requires, the masculine includes the feminine and neuter, and the singular includes the plural.

3.04 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage, in the Note, in the Loan Documents, or in the Other Indebtedness Instruments shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein, and in the Note, the Loan Documents and the Other Indebtedness Instruments shall be in no way affected, prejudiced or disturbed thereby.

3.05 Lien on Personal Property. This Mortgage creates a lien on the personal property of the Borrower described herein to be a part of the Mortgaged Property and this Mortgage shall constitute a security agreement under the Uniform Commercial Code of the state in which the Mortgaged Property is located, or other law applicable to the creation of liens of personal property. Borrower covenants and agrees to execute, file and refile such financing statements, continuation statements or other documents as Lender shall require from time to time with respect to such personal property. If an Event of Default occurs, in addition to all other rights and remedies available to Lender, the Lender shall have all rights and remedies of a secured party under the Uniform Commercial Code of such state, all of which shall be cumulative.

3.06 Conflict in Loan Documents. In the event of conflict in the terms of any provision in this Mortgage, the Note, the Loan Documents, or the Other Indebtedness instruments, the terms of the provision most favorable to the Lender shall apply.

3.07 Instrument Under Seal. This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

3.08 Rider. Additional provisions of this Mortgage, if any, are set forth on a Rider attached hereto and made a part hereof.

IN WITNESS WHEREOF, Borrower has caused this instrume	ent to be executed and effective as of the day and year first	above written
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	W. Milton Strickland	
	P. O. Box 210907	<u></u>
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is signed to the foregoing Mortgage acknowledged before me on this day that as such and and official seal this the INDIVIDUAL. TATE OF ALABAMA COUNTY OF MONTGOMERY I. the undersigned are by certify that Ted B. Watts and W. Millare. signed to the foregoing Mortgage and Security Agreements, being informed of the contents of the Mortgage and Security are bears date. Given under my hand and official seal this the 233 STATE OF COUNTY OF L. hereby certify that	ge and Security Agreement, and who is known to me and kat, being informed of the contents of the Mortgage and Security full authority, executed the same voluntarily for and a day of	nown to be surity Agreements the act of surity in said State on this the day the surity in said State of the day the surity in said State of the day the surity in said State of the surity in said St
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Notary Public

	A Tr	olon Holloway & Sabe	1. P.C.
THIS INSTRUMENT PREPARED BY:	(Name) Argo, En (Address) P. O. Bo	slen, Holloway & Sabe x 1550, Montgomery, A	L 36102
STATE OF ALABAMA) COUNTY OF SHELBY)	•	ADJUSTABLE RAT MORTGAGE RIDE! (Commercial Real E	R state)
This Adjustable Rate Mortgage Rider, dated Agreement ("Mortgage") dated December the South (the "Holder" or "Mortgage Rider, dated December or "Mortgage") dated County County	ortgagee"): (X) to Which in	is kiner is attached. () winch is record	PM 114 (114 present an array - D
Property described in the Mortgage. The word "Note" used in the Mortgage and provisions allowing Holder to change the interes	this Rider shall include an "A	Adjustable Rate Note." An Adjustable Ra	
ADJUSTABLE RATE MORTGAGE AME	NDMENT		
In addition to the promises and agreements	s made in the Mortgage, Bor		
The Note provides for an adjustable interengative amortization, interest and late charges. The provisions of the Note pertaining to interest	under the Note as Well as al	ii ingedieguess, companions and macmine	set forth in the Mortgage.
maturity shall continue to bear interest at	the rate, and calculated in I	paid principal. Any principal amounts o the manner, set forth herein.	
All interest hereunder shall be calculate the number of days elapsed, and dividing by by law.	والمحجم والمسترين والمتواريس بالمتواريس والمتواريس	et of the principal amount and the applic	able rate set forth herein by the maximum rate allowed
		ct to change every six (6) months on	Tune 23
December 23 of each year (the Adjustment Date, the applicable rate will The Index Rate will be the auction rate immediately prior to each subsequent Interchoose a new Index Rate which is based up. The applicable rate under this Note is	be raised or lowered to refle e for United States Treasury rest Adjustment Date (hereis pon comparable information 3.25 percentage points a percent.	ct changes in the Index Rate. y Bills with maturities of 26 weeks set for n the "Index Rate"). If the Index Rate is n The beginning Index Rate for this Note above the Index Rate. However, the app	th below and as established o longer available. Bank will shall be 6.48 percent. licable rate shall not exceed
the term of this Note based on an amortize established on Januar the amount of \$	reshall be charged only once which has been earned since to lication of the payment (the vided for in Section 2 comments therwise elected by Holder, in set forth in Section 1 above in in Section 8 irrespective of attornably, after Holder has residuated to Advances added to	for any late payment. In the event Holder the last payment, Holder may, at its option "Advance"). In such event, the Advance encing on the date of the Advance. Holder no such Advance will be made if the bale. The failure of Borrower to pay each part whether Holder elects to advance any monthly installments, which will adjust ning term of this Note. The first six (6) meceived Borrower's six (6) previously scheme oringinal) and the interest rate applies	receives a payment amount on, advance an amount equal will be added to the principal is not required to make any ance unpaid under this Note yment in full when due shall part or all of the insufficient each six-month period during onthly installments will be added payments. Holder will cable at that time to calculate
use the balance due under this Note (include adjusted monthly payment for the namount. Payments will be calculated by	ext six (6) months. There we the Holder so that the balan	ill be no limitation on decreases or incrence due under this Note will be paid by	Ases in the monthly payment
(B) CONFLICT IN LOAN DOCUME: In the event of conflict between any of the between any of the terms of this Rider and to	ne terms of the Mortgage and	d this Rider, the terms of this Rider shall ote shall apply. By signing this Rider I agree to all of	
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WITNESS:	• .	/ ///	/ //
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		Ted B. Watts	

11 Milles Stribland SEAL)

Borrower's address:	P. O. Box 210907	
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_	Montgomery, AL 36121-0907	·
Lender's address:	P. O. Box 511	
325	Montgomery, AL 36102	
164 PAGE 952		· - ·
	ACKNOWI EDGMENT	
STATE OF COUNTY OF	ACKNOWEDOWE	
Ī	, a Notary Public in and for said Count	ty in said State.
whose name as	of	
a, is signed to the foregoing Mortgage and Secu, acknowledged before me on this day that, being in, as such and with full a	irity Agreement, and who is known to me and kn formed of the contents of the Mortgage and Secur	nown to be such rity Agreement,
Given under my hand and official seal this the	day of	, 19
	Notary Public	
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INDIVIDUAL ACKNOW	LEDGMENTS	
STATE OF ALABAMA COUNTY OF MONTGOMERY		
I, the undersigned hereby certify that Ted B. Watts and W. Milton St	, a Notary Public in and for said Coun	ty in said State,
hereby certify that	the <u>Are</u> known to me, acknowledged before	e me on this day
Given under my hand and official seal this the 23rd	December	, 1987
	Muroffee	
	Knox Argo Notary Public	
My C	ominission expires:8/7/89	
STATE OF COUNTY OF		
	a Notary Public in and for said Cour	nty in said State.
I,hereby certify that	, a rotary reduction and lot bare to a	, whose name
hereby certify that signed to the foregoing Mortgage and Security Agreement, and what, being informed of the contents of the Mortgage and Security Agreement bears date.	AUD KIOMII to me, acknowled Bed before	c me on the ca.
Given under my hand and official seal this the	day of	, 19
	Notary Public	

My commission expires:

EXHIBIT "A"

PARCEL I:

Commence at the N.W. corner of the N.W. 1/4 of the N.E. 1/4 of Section 5, T.S. 19S, RIW, Shelby County, Alabama and run thence Easterly along the North line of said quarter-quarter a distance of 333.60' to a point, thence turn an angle of 220-00' to the right and run a distance of 100.0' to the point of beginning of the property being described, thence continue along last described course a distance of 524.0' to a point, thence turn an angle of 950-25'-58" to the right and run Southwesterly a distance of 275.98' to a point, thence turn an angle of 840-34'-02" to the right and run Northwesterly a distance of 262.0' to a point, thence turn an angle of 950-25'-58" to the right and run Northerly a distance of 15.0' to a point, thence turn an angle of 950-25'-58" to the left and run Northwesterly a distance of 262.0' to a point, thence turn an angle of 950-25'-58" to the right and run Northeasterly a distance of 260.98' to the point of beginning.

PARCEL II:

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NON-EXCLUSIVE EASEMENT

Commence at the N.W. corner of the N.W. 1/4 of the N.E. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, and run thence Easterly along the North line of said quarter quarter a distance of 333.60 feet to a point. Thence turn an angle of 22 degrees 00 minutes 00 seconds right and run a distance of 100.0 feet to a point, said point being the northwesterly corner of the said 3.215 acre parcel. Thence turn an angle of 95 degrees 25 minutes 58 seconds right and run Southwesterly a distance of 260.98 feet to the Southwesterly corner of said same parcel. Thence tur of 260.98 feet to the Southwesterly corner of said same parcel. Thence turn an angle of 95 degrees 25 minutes 58 seconds left and run a distance of 12.50 feet to the centerline point of beginning of the easement being described, said easement being 25.0 feet in width, 12.50 feet each side of centerline; thence turn an angle of 95 degrees 25 minutes 58 seconds right and run Southwesterly along said centerline of said proposed easement a distance of 83.54 feet to a point. Thence turn an angle of 14 degrees 44 minutes 02 seconds right and run southwestelry along centerline of same said proposed easement a distance of 170.95 feet to P.C. (Point of curvature) of a curve to the right having a central angle of 29 degrees 18 minutes 00 seconds and a radius on centerline of 115.0 feet; thence continue along the arc of said curve on the centerline of same an arc distance of 58.81 feet to the P.T. (Point of Tangency); thence continue last described course along tangent of said curve a distance of 7.07 feet to the centerline intersection of the Robert Smith property line and the beginning of a 15.0 foot wide strip of land awarded to Robert Smith by Court decree as access to Highway 280, said centerline of easement being 7.50 feet each line of said 15.0 foot strip; thence continue along last described course a distance of 13.71 feet to the intersection of centerline of easement with the East right of way line of U.S. 280 Highway and the end of easement.

THIS PROPERTY IS NOT NOW AND NEVER HAS , BEEN THE HOMESTEAD OF MORTGAGORS OR THEIR SPOUSES.

W. Milton Strickland

1. Deed Tax \$ _

2. Mtg. Tax 17-25.00

3. Recording Fee 🚕 🚉

4. Indexing Fee ______

STATE OF ALA. SHELBY L. I CERTIFY THIS 87 DEC 28 PH 21 02