

This is a purchase money mortgage, the proceeds of which have been applied to the purchase price of the hereinafter described real estate, a portion of which real estate is being conveyed to the Mortgagor by the Mortgagees simultaneously with the execution and delivery of this mortgage.

STATE OF ALABAMA)

SHELBY COUNTY)

MORTGAGE

This indenture is made and entered into this 19th day of February, 1990, by and between Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, (hereinafter called Mortgagor) and Elizabeth Rose Singleton and Dorothy Deanna Hawkins (hereinafter called Mortgagees).

Whereas, the Mortgagor is justly indebted to the Mortgagees in the principal sum of four million dollars (\$4,000,000.00) as evidenced by two promissory notes of even date herewith, which bear interest as provided therein, which are payable in accordance with their terms, and which have a final maturity date of October 1, 1991; one of said notes being in the principal amount of \$2,000,000.00 and being payable to the order of Elizabeth Rose Singleton (hereinafter called Singleton Note) and the other note being in the principal amount of \$2,000,000.00 and being payable to the order of Dorothy Deanna Hawkins (hereinafter called Hawkins Note) (the Singleton Note and the Hawkins Note shall be sometimes hereinafter jointly called Notes).

Whereas, the Mortgagor has agreed to secure the payment of the Singleton Note to the extent of the principal amount of \$1,000,000.00, plus the interest thereon; and

Whereas, the Mortgagor has agreed to secure the payment of the Hawkins Note to the extent of the principal amount of \$1,000,000.00, plus the interest thereon.

Now, therefore, in consideration of the premises, and to secure the payment of the Singleton Note to the extent of the principal amount of \$1,000,000.00 and to secure the payment of the Hawkins Note to the extent of the principal amount of \$1,000,000.00, and any and all extensions and renewals of the debts evidenced by the Notes, or either of them, or of any part of said debts, and all interest payable on both of the Notes and on any and all such extensions and renewals of the Notes, or either of them, (the aggregate amount of such debts and interest thereon, including any extensions and renewals of the Notes, or either of them and the interest thereon, is hereinafter collectively called "Debt") and to secure the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagees, the following described real estate, situated in Shelby County, Alabama (the following described Tract 5-A, Tract 5-B, Tract 5-D, Tract 6, Tract 7-A, Tract 11 and Tract 14 shall be hereinafter called "Tract 5-A", "Tract 5-B", "Tract 5-D", "Tract 6", "Tract 7-A", "Tract 11" and "Tract 14", respectively, and all of said Tracts shall be hereinafter collectively called "Real Estate"):

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Calhoun Title

TRACT 5 - A

To locate the point of beginning commence at the southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence South $89^{\circ}35'37''$ West on the south boundary of said Section 27 a distance of 961.13 feet to the point of beginning; thence South $30^{\circ}07'13''$ West a distance of 915.79 feet to a point; thence South $10^{\circ}31'03''$ West a distance of 428.55 feet to a point on the north right-of-way of Hugh Daniel Drive; thence South $68^{\circ}34'25''$ East on the north right-of-way of Hugh Daniel Drive a distance of 323.09 feet to a point, said point being the intersection of the north right-of-way of Hugh Daniel Drive and the northwest right-of-way of Dunavant Valley Road; thence, along a curve to the right, said curve having a central angle of $19^{\circ}50'13''$ and a centerline radius of 5729.57 feet, thence North $27^{\circ}27'33''$ East a chord distance of 1399.05 feet to a point; thence North $77^{\circ}33'08''$ West a distance of 417.93 feet to a point; thence South $30^{\circ}07'13''$ West a distance of 176.20 feet to the point of beginning. All lying and being in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34 and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama and containing 12.000 acres.

TRACT 5 - B

To locate the point of beginning commence at the southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence South $89^{\circ}35'37''$ West on the south boundary of said Section 27 a distance of 961.13 feet to a point; thence North $30^{\circ}07'13''$ East a distance of 176.20 feet to a point of beginning; thence South $77^{\circ}38'08''$ East a distance of 417.93 feet to a point, said point being on the northwest right-of-way of Dunavant Valley Road; thence, along a curve to the right, said curve having a central angle of $19^{\circ}50'13''$ and a centerline radius of 5729.57 feet, thence North $35^{\circ}05'51''$ East a chord distance of 135.82 feet to a point; thence North $64^{\circ}21'31''$ West a distance of 241.24 feet to a point; thence South $64^{\circ}58'38''$ West a distance of 296.55 feet to the point of beginning. All lying and being in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama and containing 1.236 acres.

TRACT 5 - D

To locate the point of beginning commence at the southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence South $89^{\circ}35'37''$ West on the south boundary of said Section 27 a distance of 961.13 feet to a point; thence North $30^{\circ}07'13''$ East a distance of 580.70 feet to a point; thence North $36^{\circ}49'59''$ East a distance of 196.00 feet to the point of beginning; thence South $10^{\circ}11'34''$ East a distance of 231.75 feet to a point; thence South $57^{\circ}16'23''$ East a distance of 253.90 feet to a point, said point being on the northwest right-of-way of Dunavant Valley Road; thence North $36^{\circ}48'15''$ East on the northwest right-of-way of Dunavant Valley Road a distance of 682.26 feet to a point; thence North $53^{\circ}09'22''$ West a distance of 422.46 feet to a point; thence South $36^{\circ}49'59''$ West a distance of 542.54 feet to the point of beginning. All lying and being in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, and the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 18 South, Range 1 West, Shelby County, Alabama and containing 6.436 acres.

TRACT 6

To locate the point of beginning commence at the southwest corner of the NE 1/4 of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 89°36'14" East on the south boundary of the NE 1/4 of Section 34 a distance of 1124.27 feet to a point on the northwest right-of-way of Dunavant Valley Road, County Road No. 41; thence North 17°04'05" East on the northwest right-of-way of said Dunavant Valley Road a distance of 1189.04 feet to the point of curve; thence northeasterly along a curve to the right, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet, a chord distance of 351.06 feet to a point on the northerly right-of-way of Hugh Daniel Drive; thence North 68°34'25" West on the northerly right-of-way of Hugh Daniel Drive a distance of 323.09 feet to a point; thence North 74°50'20" West on the northerly right-of-way of Hugh Daniel Drive a distance of 100.37 feet to the point of beginning; thence North 10°30'53" East a distance of 378.49 feet to a point; thence South 77°43'44" West a distance of 1727.79 feet to a point; thence North 55°44'00" West a distance of 407.82 feet to a point; thence South 23°39'03" West a distance of 618.94 feet to a point on the northerly right-of-way of Hugh Daniel Drive; thence South 68°29'40" East on the northerly right-of-way of Hugh Daniel Drive a distance of 409.95 feet to the point of curve; thence South 61°08'39" East on the northerly right-of-way of Hugh Daniel Drive a chord distance of 388.34 feet along a curve to the right having a central angle of 14°42'00" and a radius of 1517.79 feet to the point of reverse curve; thence North 79°12'23" East on the northerly right-of-way of Hugh Daniel Drive a chord distance of 212.10 feet along a curve to the left having a central angle of 94°00'00" and a radius of 145.00 feet to the point of tangent; thence North 32°12'21" East on the northerly right-of-way of Hugh Daniel Drive a distance of 164.89 feet to the point of curve; thence North 53°50'56" East on the northerly right-of-way of Hugh Daniel Drive a chord distance of 398.33 feet along a curve to the right having a central angle of 43°17'11" and a radius of 540.00 feet to the point of tangent; thence North 75°29'32" East on the northerly right-of-way of Hugh Daniel Drive a distance of 455.56 feet to the point of curve; thence North 69°29'45" East on the northerly right-of-way of Hugh Daniel Drive a chord distance of 61.26 feet along a curve to the left having a central angle of 11°59'33" and a radius of 293.21 feet to the point of tangent; thence North 63°29'59" East on the northerly right-of-way of Hugh Daniel Drive a distance of 195.02 feet to the point of curve; thence North 80°10'17" East on the northerly right-of-way of Hugh Daniel Drive a chord distance of 195.08 feet along a curve to the right having a central angle of 33°20'37" and a radius of 340.00 feet to the point of beginning. All lying in the N 1/2 of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama.

TRACT 7 - A

For the point of beginning commence at the northwest corner of the SE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 1°25'11" West on the west boundary of the NW 1/4 of the SE 1/4 a distance of 1308.92 feet to the southeast corner of the NE 1/4 of the SW 1/4; thence North 89°20'05" West on the north boundary of the SE 1/4 of

the SW 1/4 of said Section 32 a distance of 403.00 feet to the point; thence South 38°25'11" West a distance of 310.00 feet to a point; thence South 51°04'36" East a distance of 176.49 feet to a point; thence South 16°44'33" East a distance of 285.61 feet to a point; thence South 66°14'56" East a distance of 231.08 feet to a point; thence North 65°18'23" East a distance of 283.49 feet to a point; thence South 60°31'47" East a distance of 264.51 feet to a point; thence South 31°04'37" West a distance of 86.24 feet to a point on the north right-of-way of Hugh Daniel Drive; thence South 63°29'47" East along a curve to the right and on the north right-of-way of said Hugh Daniel Drive a chord distance of 60.19 feet to a point; thence North 31°04'37" East a distance of 230.87 feet to a point; thence North 4°57'28" West a distance of 1071.58 feet to a point; thence South 88°43'44" East a distance of 187.10 feet to a point; thence North 16°43'47" East a distance of 707.00 feet to a point; thence North 29°42'07" East a distance of 207.41 feet to a point on the north boundary of said SE 1/4 of Section 32; thence North 88°43'44" West on the north boundary of said SE 1/4 of Section 32 a distance of 820.34 feet to the point of beginning. All lying and being in the SE 1/4 of the SW 1/4 and in the SE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 30.643 acres.

TRACT 11

For the point of beginning commence at the northeast corner of the SW 1/4 of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 1°12'39" West on the east boundary of said SW 1/4 a distance of 1372.77 feet to a point; thence North 44°52'01" West a distance of 798.93 feet to a point; thence North 6°29'40" East a distance of 1590.53 feet to a point; thence North 36°12'25" East a distance of 120.00 feet to a point on the south right-of-way of Hugh Daniel Drive; said point being the end of a curve to the left, said curve having a central angle of 94°00'04" and a radius of 225.00 feet; thence North 79°22'23" East a chord distance of 329.11 feet to the point of tangent; thence North 32°12'21" East on the southeast right-of-way of Hugh Daniel Drive a distance of 164.89 feet to a curve to the right, said curve having a central angle of 43°17'11" and a radius of 460.00 feet; thence North 53°50'56" East a chord distance of 339.32 feet to the point of tangent; thence North 75°29'32" East on the southeast right-of-way of said Hugh Daniel Drive a distance of 455.56 feet to a curve to the left, said curve having a central angle of 11°59'33" and a radius of 373.21 feet; thence North 69°29'45" East a chord distance of 77.97 feet to the point of tangent; thence North 63°29'59" East on the southeast right-of-way of said Hugh Daniel Drive a distance of 195.02 feet to a curve to the right, said curve having a central angle of 47°55'36" and a radius of 260.00 feet; thence North 87°27'47" East a chord distance of 211.20 feet to the point of tangent; thence South 68°34'25" East on the south right-of-way of said Hugh Daniel Drive a distance of 339.12 feet to the intersection of the south right-of-way of Hugh Daniel Drive and the northwest right-of-way of Dunavant Valley Road; thence along a curve to the left having a central angle of 2°41'32" and a centerline radius of 5729.57 feet; thence South 18°21'17" West a

chord distance of 271.06 feet to the point of tangent; thence South 17°04'05" West on the northwest right-of-way of Dunavant Valley Road a distance of 1189.04 feet to a point on the south boundary of the NE 1/4 of said Section 34; thence North 89°36'14" West on the south boundary of said NE 1/4 a distance of 1124.27 feet to the point of beginning. All lying and being in the E 1/2 of the SW 1/4 and the SE 1/4 of the NW 1/4 and the NE 1/4 of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama.

TRACT 14

For the point of beginning commence at the southwest corner of the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 88°43'44" East on the south boundary of said NE 1/4 a distance of 939.50 feet to a point; thence North 29°19'23" East a distance of 351.26 feet to a point; thence North 30°16'12" West a distance of 55.00 feet to a point; thence North 27°36'44" East a distance of 772.61 feet to a point; thence North 23°13'31" East a distance of 680.74 feet to a point; thence North 53°59'16" East a distance of 200.14 feet to a point; thence North 10°16'43" East a distance of 711.55 feet to the top of a ridge; thence North 41°07'32" East and on the top of said ridge a distance of 155.00 feet to the north boundary of said NE 1/4; thence North 88°56'57" West on the north boundary of said NE 1/4 a distance of 483.06 feet to the centerline of a creek; thence South 15°31'46" West along centerline of said creek a distance of 67.26 feet to a point; thence South 13°44'40" East along centerline of said creek a distance of 88.62 feet to a point; thence South 23°30'19" West along centerline of said creek a distance of 211.09 feet to a point; thence South 51°59'09" West along centerline of said creek a distance of 196.93 feet to a point; thence South 41°58'37" West along the centerline of said creek a distance of 117.86 feet to a point; thence South 34°21'43" West along the centerline of said creek a distance of 102.79 feet to a point; thence South 8°16'34" along the centerline of said creek a distance of 103.33 feet to a point; thence South 29°21'58" West along the centerline of said creek a distance of 108.36 feet to a point; thence South 40°02'42" West along the centerline of said creek a distance of 169.50 feet to a point; thence South 26°12'02" West a distance of 456.28 feet to a point; thence South 46°16'16" West a distance of 300.00 feet to a point; thence South 21°16'16" West a distance of 700.00 feet to a point; thence South 48°16'16" West a distance of 530.00 feet to the point of beginning. All lying and being in the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and containing 39.660 acres.

With regard to Tract 5-A, Tract 6 and Tract 11, this mortgage is made subject to the following:

1. Title to minerals underlying the SE 1/4 of SE 1/4 of Section 27, Township 18 South Range 1 West, with mining rights and privileges belonging thereto, as reserved in the instrument recorded in Deed Book 64, page 38.

2. Title to minerals underlying the E 1/2 of NE 1/4 of Section 34, Township 18 South, Range 1 West, with mining rights and privileges belonging thereto, as conveyed by the instrument recorded in Deed Book 40, page 332.
3. Title to minerals with mining rights and privileges belonging thereto, as reserved in the instrument recorded in Deed Book 60, page 260.
4. Restrictive covenants as recorded in Miscellaneous Book 12, page 845; Miscellaneous Book 12, page 852; Miscellaneous Book 15, page 840; Miscellaneous Book 15, page 844; and the amended and restated restrictions as recorded in Real Record 265, page 96.
5. Water agreement recorded in Real Record 235, page 574.
6. Right-of-way granted to Shelby County by the instrument recorded in Deed Book 196, page 223.
7. Easement granted to Water Works Board of Birmingham by the instrument recorded in Deed Book 301, page 298.
8. Easement granted to South Central Bell by the instrument recorded in Deed Book 306, page 242.
9. Right-of-way for Hugh Daniel Drive granted by the instrument recorded in Deed Book 301, page 799.
10. Building setback lines and restriction lines as shown on surveys of Charley Foster, RLS #8157.

With regard to Tract 7-A, this mortgage is made subject to the following:

1. Right-of-way to Shelby County granted by the instrument recorded in Deed Book 95, page 519.
2. Title to minerals underlying the W 1/2 of SE 1/4 of Section 32, Township 18 South, Range 1 West, with mining rights and privileges belonging thereto, as conveyed by the instrument recorded in Deed Book 4, page 486.
3. Transmission line permits granted to Alabama Power Company by the instrument recorded in Deed Book 109, page 491 and Deed Book 141, page 180.

Tracts 5-A, 5-B, 5-D and 6 are subject to a mortgage to AmSouth Bank, which mortgage is recorded in Real Record 265, Page 415 (hereinafter called AmSouth Mortgage), and to an assignment of rents and leases, which assignment is recorded in Real Record 265, Page 443 (hereinafter called AmSouth Lease Assignment). The Mortgagor hereby represents and warrants to the Mortgagees that the AmSouth Mortgage and the AmSouth Lease Assignment have been subordinated to this mortgage by an agreement executed by AmSouth Bank (hereinafter called Agreement), which Agreement will be recorded simultaneously with the recordation of this mortgage. The Mortgagor further represents and warrants to the Mortgagees that under the terms of the Agreement, the AmSouth Mortgage and the AmSouth Lease Assignment have been amended to include Tracts 11 and 14 and that the AmSouth Mortgage and the AmSouth Lease Assignment shall be subordinate to this mortgage with regard to said Tracts 11 and 14.

(When an instrument is referred to herein as recorded, it is recorded in the office of the Judge of Probate of Shelby County, Alabama.)

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

To have and to hold the Real Estate unto the Mortgagees, their heirs and assigns forever. The Mortgagor covenants with the Mortgagees that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, unless otherwise set forth above; that, with regard to Tract 14, the Mortgagor will warrant and forever defend the title thereto unto the Mortgagees against the lawful claims of all persons claiming by or through the Mortgagor; and that, with regard to Tract 5-A, Tract 5-B, Tract 5-D, Tract 6, Tract 7-A and Tract 11, the Mortgagor will warrant and forever defend the title thereto unto the Mortgagees against the lawful claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to pay promptly when due all real estate ad valorem taxes (including any taxes which may hereafter be payable for previous tax years because the Real Estate is and has been assessed on a current use basis), assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagees, at their option, may pay the same but the Mortgagees shall have no obligation to do so. The Mortgagor shall have the right to protest or contest the amount of any real estate ad valorem taxes assessed against the Real Estate, including any taxes for previous tax years which are assessed against the Real Estate because of the Real Estate having been assessed on a current use basis, provided that the Mortgagor shall provide to the Mortgagees security or protection, satisfactory to the Mortgagees, against the Real Estate being sold or levied upon for the non-payment of real estate taxes by paying the amount of the contested or protested taxes into an escrow account or by other methods satisfactory to the Mortgagees.

The Mortgagees shall have the right, but not the obligation, to insure, at their expense, any or all improvements now or hereafter located on the Real Estate for their full insurable value, or for such lesser amount as shall be satisfactory to the Mortgagees. All proceeds of any such insurance shall be paid to, and shall be the sole property of, the Mortgagees. Any such insurance proceeds shall not be credited against the Debt, nor shall the amount of the Debt be reduced because of the payment of such insurance proceeds to the Mortgagees.

The Mortgagor hereby assigns and pledges to the Mortgagees, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures the improvements located on the Real Estate, or any part thereof, including, but not limited to, all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagees the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagees are hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagees may apply all such sums so received, or any part thereof, after the payment of all the Mortgagees' expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagees elect, or, at the Mortgagees' option, the entire amount, or any part thereof, so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

No portion of the Real Estate which is subject to this mortgage may be rezoned without the prior written consent of the Mortgagees.

Provided that the Mortgagor is not in default under the terms of this mortgage or the promissory notes which evidence the Debt, the Mortgagor shall have the right to have portions of Tract 14 released from this mortgage in accordance with the terms of this paragraph. The Mortgagor must give the Mortgagees at least fifteen days prior written notice that it wishes to have a portion of Tract 14 released from this mortgage and such notice must be accompanied by a survey of Tract 14 and a legal description of the portion of Tract 14 which is to be released from this mortgage (hereinafter called Release Parcel), both of which must be prepared by a surveyor who is registered and licensed as a surveyor in the State of Alabama. The Mortgagor shall pay for the cost of the survey. The survey must show and identify the entire parcel of land which is described in Exhibit A attached hereto (hereinafter called Property), Tract 14, the Release Parcel, the number of acres contained in the Release Parcel, any other portions of Tract 14 which have previously been released from this mortgage and the location of any public or private roads that have been constructed, or are in the process of being constructed, on the Property. In order for Tract 14, or portions thereof, to be released from this mortgage the Mortgagor must pay to the Mortgagees the sum equal to \$43,000.00 for each acre released and a proportionate part of said amount for any fraction of an acre released. The Release Parcel to be released must contain at least five acres. All of Tract 14 which remains subject to this mortgage must be in one tract, must be in a configuration that is reasonably satisfactory to the Mortgagees and must have reasonably convenient access to a public road. If any private roads are built on the Property or on any portion of the Real Estate, regardless of whether or not the roads are built on a portion of the Property or the Real Estate which is subject to this mortgage, until the Debt has been paid in full, the Mortgagees shall have the right to use such roads for access to the portions of the Real Estate which are still subject to this mortgage. All or portions of Tracts 5-B, 5-D, 6, 7-A and 11,

may be released from this mortgage upon the same terms and conditions as portions of Tract 14 may be released from this mortgage, except that the amount to be paid for the release of those portions of Tracts 5-B, 5-D, 6, 7-A and 11 which may be released from this mortgage shall be \$26,250.00 for each acre released and a proportionate part of said amount for any fraction of an acre released. All payments made for the release of property from this mortgage shall be applied firstly to the payment of the installments of the Debt which shall be due on October 31, 1990, secondly, to the payment of interest on the installments of the Debt which shall be due on October 1, 1991, and thirdly, to the payment of the installments of principal of the Debt which shall be due on October 1, 1991. One-half of any such payments shall be paid to each of the Mortgagees.

Provided that the Mortgagor is not in default under the terms of this mortgage or the promissory notes which evidence the Debt, any portions of the Real Estate (except Tract 5-A, which shall remain subject to this mortgage until all of the interest payable on the installments of the Debt which are due on October 1, 1991 has been paid in full) which have not previously been released from this mortgage shall be released from this mortgage upon the full payment of the installments of the Debt which shall be due on October 31, 1990.

The Mortgagor agrees that no delay or failure of the Mortgagees to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagees' right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and the Mortgagees.

After default hereunder on the part of the Mortgagor, the Mortgagees, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

Upon condition, however, that if the Mortgagor pays the Debt (which Debt includes the indebtedness evidenced by the promissory notes referred to hereinbefore and any and all extensions and renewals thereof, or of any part thereof, and all interest on said indebtedness and on any and all such extensions and renewals) and reimburses the Mortgagee for any amounts the Mortgagees have paid in payment of Liens, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void; but if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage, (3) default is made in the payment to the Mortgagees of any sum paid by the Mortgagees (for which the Mortgagor is liable) under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagees in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen, unless the Mortgagor has protected the interest of the Mortgagees in the Real Estate by a bond or other means satisfactory to the Mortgagees; (7) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (8) Mortgagor shall: (a) apply for, or consent to the appointment of,

a receiver, custodian, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of its assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing its inability generally, to pay its debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (9) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor or appointing a receiver, custodian, trustee or liquidator of the Mortgagor or of the Real Estate or of all or a substantial part of the assets of the Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagees, the unpaid balance of the Debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as provided by law in case of past-due mortgages and the Mortgagees shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: firstly, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorneys' fee; secondly, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; thirdly, to the payment in full of the balance of the Debt, including, without limitation, the full amount of interest on the second installments of each of the promissory notes which evidence the Debt, whether the same shall or shall not have fully matured at the date of said sale; and, fourthly, the balance, if any, to be paid to the party or parties appearing of record to be the owner or owners of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner or owners. The Mortgagor agrees that the Mortgagees may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagees may elect.

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagees in collecting or securing, or in attempting to collect or secure, the Debt, or any part thereof, or in defending, or attempting to defend, the priority of this mortgage against any other lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagees shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagees, or the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the Mortgagor shall bind the successors and assigns of the Mortgagor and every option, right and privilege herein reserved or secured to the Mortgagees, shall inure to the benefit of the Mortgagees' successors and assigns.

In witness whereof, the undersigned Daniel Oak Mountain Limited Partnership has caused this mortgage to be executed by its duly authorized General Partner on the date first written above.

DANIEL OAK MOUNTAIN LIMITED
PARTNERSHIP, an Alabama
limited partnership

By: Daniel Realty Investment
Corporation - Oak Mountain,
an Alabama corporation, its
General Partner

ATTEST:

By: [Signature]
Its Secretary

By: [Signature]
Its Vice President

STATE OF ALABAMA

JEFFERSON COUNTY

I, Frank C. Galloway Jr, a Notary Public
in and for said county in said state, hereby certify that
Gary W. Hutto whose name as
Vice President of Daniel Realty Investment Corporation,
an Alabama corporation, acting in its capacity as General
Partner of Daniel Oak Mountain Limited Partnership, an Alabama
limited partnership, is signed to the foregoing mortgage, and
who is known to me, acknowledged before me on this day that,
being informed of the contents of said mortgage, he as such
officer and with full authority, executed the same voluntarily
for and as the act of said corporation acting in its capacity
as General Partner of said limited partnership.

Given under my hand on this the 19th day of February,
1990.

[Signature]
Notary Public

AFFIX NOTARIAL SEAL

My commission expires: Oct 23, 1990

This instrument prepared by:

Frank C. Galloway, Jr.
1700 AmSouth-Sonat Tower
Birmingham, Alabama 35203

For the point of beginning commence at the southeast corner of the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence North 86°55'55" West on the south boundary of said NE 1/4 a distance of 675.98 feet to an iron pipe found; thence North 88°43'44" West on the south boundary of said NE 1/4 a distance of 1992.14 feet to the southwest corner of said NE 1/4; thence North 1°24'12" East on the west boundary of said NE 1/4 a distance of 2226.61 feet to an iron pipe found; thence South 59°11'45" East a distance of 1179.62 feet to the center of a creek; thence North 40°02'42" East along the centerline of said creek a distance of 169.50 feet to a point; thence North 29°21'58" East along the centerline of said creek a distance of 108.36 feet to a point; thence North 8°16'34" East along the centerline of said creek a distance of 103.33 feet to a point; thence North 34°21'43" East along the centerline of said creek a distance of 102.79 feet to a point; thence North 41°58'37" East along the centerline of said creek a distance of 117.86 feet to a point; said point being on the west boundary of the NE 1/4 of the NE 1/4 of Section 32; thence North 51°59'09" East along the centerline of said creek a distance of 196.93 feet to a point; thence North 23°30'19" East along the centerline of said creek a distance of 211.09 feet to a point; thence North 13°44'40" West along the centerline of said creek a distance of 88.62 feet to a point; thence North 15°31'46" East along the centerline of said creek a distance of 67.26 feet to the north boundary of said NE 1/4; thence South 88°56'57" East on the north boundary of said Section 32 a distance of 483.06 feet to the top of a ridge; thence South 41°07'32" West along the top of said ridge a distance of 155.00 feet to a point; thence South 61°20'01" East a distance of 812.00 feet to a point on the east boundary of said Section 32; thence South 1°11'32" West on the east boundary of said Section 32 a distance of 2152.21 feet to the point of beginning. All lying and being in the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama.

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

90 MAR -5 AM 9:45

Thomas A. [Signature]
JUDGE OF PROBATE

EXHIBIT A

nty. tax 3000.00
Rec 30.00
Ind 300
cert. 1.00
3034.00