

This document is recorded in accordance with a confirmed plan of reorganization under Chapter 11 of the Bankruptcy Code and is exempt from deed or mortgage tax.

131677  
STATE OF ALABAMA )

JEFFERSON AND SHELBY COUNTIES )

**MORTGAGE, SECURITY AGREEMENT  
AND ASSIGNMENT OF RENTS AND LEASES**

THIS MORTGAGE, security agreement and assignment of rents and leases (the "mortgage") is made and entered into as of January 6, 1992, by and between Lester C. Wyatt and Mary B. Wyatt, husband and wife, and Wyatt Construction Co., Inc. and Continental Condominium Corporation, Inc. (collectively the "Mortgagor"), whose address is 2681 Foothills Drive, Hoover, Alabama, and AmSouth Bank N.A., a national banking association, for itself and as agent for certain creditors of Lester C. Wyatt (the "Mortgagee"), whose address is P.O. Box 11007, Birmingham, Alabama 35288, Attention: Real Estate Loan Department. The Real Estate, Improvements and Leases (defined below) are owned in whole or in part by one or more of the Mortgagors. Where the context so requires, Mortgagor shall refer to the Mortgagors, jointly or severally.

WHEREAS, Mary B. Wyatt and Lester C. Wyatt have made, executed and delivered to the Mortgagee a Renewal Note of even date herewith in the principal amount of \$969,442.70 (the "Note"), in accordance with the terms of the Second Amended Plan of Reorganization (the "Plan") dated October 16, 1991, confirmed by Order dated November 17, 1991, in the Chapter 11 bankruptcy case of Lester C. Wyatt, debtor, Case No. 90-04711, in the United States Bankruptcy Court for the Northern District of Alabama, Southern Division.

WHEREAS, the Mortgagors other than Mary B. Wyatt and Lester C. Wyatt have guaranteed payment of the Note.

NOW, THEREFORE, in consideration of the premises, and to secure the payment of the following (hereinafter collectively referred to as the "Debt"):

(1) the payment of the debt evidenced by the Note, and interest thereon and any and every extension, renewal, modification and restatement thereof, or of any part thereof, and all interest on all such extensions, renewals, modifications and restatements;

(2) the payment of debts of certain creditors of Lester C. Wyatt to the extent provided in the Plan;

(3) all other indebtedness, obligations and liabilities of the Mortgagor to the Mortgagee of every kind and description whatsoever, arising directly between the Mortgagor

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SHELBY COUNTY JUDGE OF PROBATE  
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and the Mortgagee or acquired outright, as a participation or as collateral security from another by the Mortgagee, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, contracted or arising, joint or several, liquidated or unliquidated, regardless of how they arise or by what agreement or instrument they may be evidenced or whether they are evidenced by agreement or instrument, and whether incurred as maker, endorser, surety, guarantor, member of a partnership, syndicate, joint venture, association or other group, or otherwise, and any and all extensions, renewals and modifications of any of the same; and

(4) the compliance with all of the stipulations, covenants, agreements, representations, warranties and conditions contained in this mortgage;

each Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, its successors and assigns, the property and interests in property described in the following Granting Clauses A through E, both inclusive, and does grant to the Mortgagee a security interest in said property and interests in property:

A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings and fixtures now or hereafter situated thereon (the "Improvements").

B. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.

C. (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Mortgagor is the lessor, including but not limited to any and all existing leases (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, including but not limited to, the Existing Leases being hereinafter collectively referred to as the "Leases");

(ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to

which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under the license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

(iv) any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

- D. All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Mortgagor for the purpose of, or used or useful in connection with, the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every

kind and character used or useful in connection with the Improvements.

- E. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Mortgagee, or in which the Mortgagee is granted a security interest, as and for additional security hereunder by the Mortgagor, or by anyone on behalf of, or with the written consent of, the Mortgagor.

(All of the property and interests in property described in the foregoing Granting Clauses A through E, both inclusive, are herein sometimes collectively called the "Property". The personal property described in Granting Clause D and all other personal property covered by this mortgage are herein sometimes collectively called the "Personal Property".)

To have and to hold the Property unto the Mortgagee, its successors and assigns forever.

1. Warranties of Title. Each Mortgagor covenants with the Mortgagee that such Mortgagor is lawfully seized in fee simple of the Real Estate as shown on Exhibit A, except for Parcel IX which is 40% owned, and is the lawful owner of, and has good title to, the Personal Property, Improvements and other Property and has a good right to sell and convey the Property as aforesaid; that the Property is free of all encumbrances, unless otherwise stated in Exhibit A; and that each Mortgagor will warrant and forever defend such Mortgagor's title to the Property unto the Mortgagee against the lawful claims of all persons.

2. Maintenance of Lien Priority. The Mortgagor shall take all steps necessary to preserve and protect the validity and priority of the liens on, security interests in, and assignment of, the Property created hereby. The Mortgagor shall execute, acknowledge and deliver such additional instruments as the Mortgagee may deem necessary in order to preserve, protect, continue, extend or maintain the liens, security interests and assignments created hereby as first liens on, security interests in, and assignments of, the Property, except as otherwise permitted under the terms of this mortgage. All costs and expenses incurred in connection with the protection, preservation, continuation, extension or maintaining of the liens, security interests and assignments hereby created shall be paid by the Mortgagor.

3. Representations and Warranties Related to Rents and Leases.

(a) Each Mortgagor has good title to the Rents and Leases hereby assigned by each Mortgagor and good right to assign

the same, and unless disclosed on Exhibit A or B no other person, corporation or entity has any right, title or interest therein.

(b) The Mortgagor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the Existing Leases on the Mortgagor's part to be kept, observed and performed.

(c) The Mortgagor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due.

(d) No Rents due for any period subsequent to the month next succeeding the date of this mortgage have been collected, and no payment of any of the Rents has otherwise been anticipated, waived, released, discounted, set-off or otherwise discharged or compromised.

(e) The Mortgagor has not received any funds or deposits from any lessee in excess of one month's rent for which credit has not already been made on account of accrued rents.

(f) To the best of the Mortgagor's knowledge, the lessees under the Existing Leases are not in default under any of the terms thereof.

4. Covenants To Pay Liens and Maintain Insurance. For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (a) pay all taxes, 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 Mortgagee, at its option, may pay the same; (b) keep the Property continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by flood (if the Property is located in a flood-prone area), fire, windstorm, vandalism and malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable (pursuant to loss payable clauses in form and content satisfactory to the Mortgagee) to the Mortgagee, as its interests may appear, subject to the rights of the holders of any prior mortgages. Such insurance shall be in an amount at least equal to the full insurable value of the Personal Property and Improvements unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor, shall be delivered to, and held by, the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be canceled without the insurer's giving at least fifteen days' prior written notice of such cancellation to the Mortgagee.

5. Assignment of Insurance Policies, etc. The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures the Property, or any part thereof (including without limitation the Personal Property and Improvements, or any part thereof), together with all right, title and interest of the Mortgagor in and to each and every such policy, including, but not limited to, all the Mortgagor's right, title and interest in and to any premiums paid on each such policy, including all rights to return premiums. If the Mortgagor fails to keep the Property insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may, but shall not be obligated to, insure the Property for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss and for its own benefit. The proceeds from such insurance (less the costs of collecting the same), if collected, shall be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used to purchase additional Personal Property to replace Personal Property which has been damaged or destroyed and to repair or reconstruct the Improvements. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon, or notice to, the Mortgagor, and shall be secured by this mortgage, and shall bear interest at the rate (the "Advance Rate") of 15% per annum, or such lesser rate of interest as shall be the maximum amount permitted by law, from the date of payment by the Mortgagee until paid by the Mortgagor.

6. Assignment of Condemnation Proceeds, etc. As further security for the Debt and the full and complete performance of each and every obligation, covenant, agreement and duty of the Mortgagor contained herein, and to the extent of the full amount of the Debt secured hereby and of the costs and expenses (including reasonable attorney's fees) incurred by the Mortgagee in the collection of any award or payment, the Mortgagor hereby assigns to the Mortgagee any and all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Mortgagor with respect to the Property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade or of any street or (c) any other injury to or decrease in value of the Property. Subject to the rights of the holders of any prior mortgages, all such damages, condemnation proceeds and consideration shall be paid directly to the Mortgagee, and after first applying said sums to the payment of all costs and expenses (including reasonable attorneys' fees) incurred by the Mortgagee in obtaining such sums, the Mortgagee may, at its option, apply the balance on the Debt in any order and amount and whether or not then due, or hold such balance as a cash collateral reserve against the Debt, or apply such balance to the restoration of the Property, or release the balance to the Mortgagor. No such

application, holding in reserve or release shall cure or waive any default of the Mortgagor.

7. Covenant Against Waste. The Mortgagor agrees to take good care of the Real Estate and all Improvements and Personal Property and not to commit or permit any waste thereon, and at all times to maintain such Improvements and Personal Property in as good condition as they now are, reasonable wear and tear excepted.

8. Hazardous Substances.

(a) Except for the hazardous materials and substances and the use thereof required to construct and to operate and maintain the Improvements, the Mortgagor shall not make, store, use, treat, release or dispose of any hazardous substances, pollutants or other contaminants ("Prohibited Substances") on or under the Real Estate. If any such Prohibited Substances are nonetheless made, stored, used, treated, released, disposed of or found to exist on or under the Real Estate, the Mortgagor shall give immediate written notice to the Mortgagee of such occurrence or existence. If the Mortgagor fails to keep the Real Estate or Improvements free of such Prohibited Substances, the Mortgagee may, but shall not be obligated to, do or cause to be done such acts as are necessary or desirable in the Mortgagee's opinion to remove and dispose of such Prohibited Substances. All amounts spent by the Mortgagee for the removal and disposal of such Prohibited Substances and the return of the Real Estate and Improvements to a condition free of Prohibited Substances shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand or notice, and shall become a part of the Debt secured by this mortgage, to bear interest at the Advance Rate from the date of payment by the Mortgagee until paid by the Mortgagor.

(b) The Mortgagor hereby warrants that to the best of Mortgagor's knowledge without further investigation (i) there are no civil, criminal or administrative environmental proceedings involving the Real Estate that are pending or to the Mortgagor's knowledge threatened; (ii) the Mortgagor knows of no facts or circumstances that might give rise to such a proceeding in the future; (iii) the Real Estate is in compliance with all applicable federal, state and local statutory and regulatory environmental requirements; and (iv) the Real Estate is free from any and all "hazardous substances," "pollutants" and other "contaminants," as those terms are defined in the federal Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") and rules and regulations thereunder. The Mortgagor shall give immediate written notice to the Mortgagee of any actual or threatened "release" (as defined in CERCLA and rules and regulations thereunder) of such substances on or from the Real Estate or any portion thereof at any time during or preceding the Mortgagor's ownership of the Real Estate. The Mortgagor shall indemnify and hold the Mortgagee

harmless from and against all loss, damages, fines, penalties, liability and expenses (including but not limited to reasonable attorneys' fees and costs of investigation and litigation) caused by or in any manner resulting from such substances on or under the Real Estate or any portion thereof at any time during or preceding the Mortgagor's ownership of the Real Estate. The indemnity provisions hereof shall survive the satisfaction of this mortgage and shall continue in full force and effect notwithstanding the payment of the Debt in full.

9. Covenants Related to Rents and Leases. The Mortgagor covenants and agrees that the Mortgagor shall:

(a) observe, perform and discharge all obligations, covenants and warranties provided for under the terms of the Leases to be kept, observed and performed by the Mortgagor, and shall give prompt notice to the Mortgagee in the event the Mortgagor fails to observe, perform and discharge the same;

(b) enforce or secure in the name of the Mortgagee the performance of each and every obligation, term, covenant, condition and agreement to be performed by any lessee under the terms of the Leases;

(c) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the Mortgagor and any lessee thereunder, and, upon request by the Mortgagee to do so in the name and on behalf of the Mortgagee but at the expense of the Mortgagor, and to pay all costs and expenses of the Mortgagee, including reasonable attorneys' fees, in any action or proceeding in which the Mortgagee may appear;

(d) not receive or collect any Rents from any present or future lessee of the Real Estate or any of the Improvements, or any part thereof, for a period of more than one month in advance, or pledge, transfer, mortgage or otherwise encumber or assign future payments of the Rents;

(e) not waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any lessee of the Real Estate or any of the Improvements of and from any obligations, covenants, conditions and agreements by said lessee to be kept, observed and performed, including the obligation to pay rent in the manner and at the place and time specified in any Lease;

(f) not cancel, terminate or consent to any surrender of any Lease, or modify or in any way alter the terms thereof without, in each such instance, the prior written consent of the Mortgagee;

(g) not renew or otherwise extend the term of the Existing Leases; provided, however, that nothing herein contained

shall prevent the Mortgagor, upon expiration of the now-current term (or other expiration or termination) of the Existing Leases, from leasing the property covered thereby to the lessee thereunder by a lease or leases expressly subject and fully subordinate to the lien, assignment and security interest of this mortgage;

(h) upon the execution hereof furnish to Mortgagee true and correct copies of all Leases, estoppel certificates, attornment agreements, consents and any payment or other records pertaining to such Leases as may be reasonably requested by Mortgagor; and

(i) promptly upon the execution by the Mortgagor of any future Lease, (i) furnish the Mortgagee with the name and address of the lessee thereunder, the term of such Lease and a description of the premises covered thereby and, upon request of the Mortgagee, a copy of such Lease, and (ii) execute all such further assignments of such Lease and the Rents therefrom as the Mortgagee may require.

10. Sale, Lease or Transfer, etc. Each Mortgagor shall have the right to sell the Real Estate, the Improvements or any interest therein, for cash or its equivalent, in an arms-length transaction for fair value with any person not affiliated in any way with any Mortgagor. The Mortgagee shall have the right to approve any such sale as complying with this provision and the Mortgagor shall furnish to the Mortgagee any information or documents reasonably requested by the Mortgagee to verify compliance with this provision. If the Real Estate or the Improvements, or any part thereof or any interest therein, is sold with the Mortgagee's prior written consent, the net proceeds of such sale shall be paid to the Mortgagee, and the Mortgagee shall divide such net proceeds in accordance with the Plan.

11. Defeasance. This mortgage is made upon the condition that if the Mortgagor pays the Debt, as defined in this mortgage (which Debt includes without limitation the debt evidenced by the Note, and interest thereon, and all other indebtedness, obligations and liabilities of the Mortgagor to the Mortgagee of every kind and description whatsoever, due or to become due, and now existing or hereafter incurred, contracted or arising), and reimburses the Mortgagee for any amounts the Mortgagee has paid in respect of Liens or insurance premiums, and interest thereon, and fulfills all of his other obligations under this mortgage, this conveyance shall be null and void.

12. Events of Default. The Mortgagor shall be deemed in default hereunder upon the occurrence of any of the following events ("Events of Default"): (a) the Mortgagor shall fail to pay to the Mortgagee when due the principal or interest on the Debt evidenced by the Note or any other sum due under the Plan or any of the other security documents described in the Note or authorized by the Plan (the "Security Documents"), or any other Debt secured

hereby; or (b) if the Mortgagor fails to comply with any of the provisions of this mortgage or of the Note, the Plan or the other Security Documents; or (c) if any statement, representation or warranty contained in this mortgage, the Plan or any of the other Security Documents or any report, certificate or other instrument delivered to the Mortgagee in connection with any of the same shall be untrue in any material respect; or (d) if the Mortgagor conveys or further encumbers all or part of the Real Estate or Improvements (the "Collateral"); or (e) if any lien, statement of lien or suit to enforce a lien is filed against any of the Collateral and the Mortgagor fails to have such lien satisfied or suit dismissed or to secure the payment of the amount claimed by such lien, statement of lien or suit by a bond, letter of credit or other security satisfactory to the Mortgagee within ten days of the day such lien or statement of lien is filed in the office of the Judge of Probate of the County in which the Real Estate is located or such suit is filed in court; or (f) if the Mortgagor or any co-maker, endorser, surety, or guarantor of the Note or any of the other Debts (hereinafter collectively called the "Obligors" and singularly an "Obligor") fails to pay such Obligor's debts generally as they become due, or if a receiver, trustee, liquidator or other custodian is appointed for any Obligor or for any of the property of any Obligor, or if a petition in bankruptcy (whether for liquidation, reorganization, arrangement, wage-earner's plan or otherwise) is filed by or against any Obligor, or if any Obligor applies for the benefits of, or takes advantage of, any law for the relief of debtors, or enters into an arrangement or composition with, or makes an assignment for the benefit of, creditors; or (g) if the Mortgagee at any time in good faith deems itself insecure for any reason with respect to the loan evidenced by the Note (the "Loan") or the Collateral; or (h) if the Mortgagor dies, if an individual; or dissolves, if a corporation or a partnership, or if a partnership, any general partner becomes insolvent, dies or is replaced or withdraws; or if a corporation, any principal officer thereof becomes insolvent, dies or ceases to be employed by the Mortgagor; or (j) if any other event of default occurs under the Note, the Plan or any of the other Security Documents; or (k) the interest of the Mortgagee in any of the Property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; or (k) any law is passed imposing, or authorizing the imposition of, any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal of, or interest on, the Debt, or by virtue of which any tax, lien or assessment upon the Property shall be chargeable against the owner of this mortgage; or (l) any of the material stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction.

13. Rights and Remedies of Mortgagee upon Default.

(a) Acceleration of Debt. Upon the occurrence of an Event of Default which has not been cured after ten days notice

thereof to each Mortgagor or at any time thereafter, the Mortgagee may at its option declare all or any part of the Debt immediately due and payable, whereupon all such Debt shall forthwith become due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Mortgagor, and the Mortgagee may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this mortgage, the Note, any of the other Security Documents and applicable law. The Mortgagor also waives any and all rights the Mortgagor may have to a hearing before any judicial authority prior to the exercise by the Mortgagee of any of its rights under this mortgage, the Note, any of the other Security Documents and applicable law.

(b) Operation of Property by Mortgagee. Upon the acceleration or maturity of the Debt or at any time thereafter, in addition to all other rights herein conferred on the Mortgagee, the Mortgagee (or any person, firm or corporation designated by the Mortgagee) may, but will not be obligated to, enter upon and take possession of any or all of the Property, exclude the Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that the Mortgagor could do so, without any liability to the Mortgagor resulting therefrom; and the Mortgagee may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of the Mortgagor with respect to the Property.

(c) Judicial Proceedings; Right to Receiver. Upon the acceleration or maturity of the Debt or at any time thereafter, the Mortgagee, in lieu of, or in addition to, exercising the power of sale hereinafter given, may proceed by suit to foreclose its lien on, security interest in, and assignment of, the Property, to sue the Mortgagor for damages on account of or arising out of said default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. The Mortgagee shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, to the appointment by any competent court or tribunal, without notice to the Mortgagor or any other party, of a receiver of the rents, issues and profits of the Property, with power to lease and control the Property and with such other powers as may be deemed necessary.

(d) Foreclosure Sale. Upon the occurrence of an Event of Default, or at any time thereafter, this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and the Mortgagee shall be authorized, at its option, whether or not possession of the Property is taken, after giving twenty-one days notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale by publication in some newspaper

published in the county wherein the Property or any part thereof is located, to sell the Property (or such part or parts thereof as the Mortgagee may from time to time elect to sell) in front of such county's courthouse door, at public outcry, to the highest bidder for cash. The Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this mortgage and may purchase the Property, or any part thereof, if the highest bidder therefor. The purchaser, unless the Mortgagee, at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Property not previously sold shall have been sold or all the Debt secured hereby shall have been paid in full.

In the event of a default as that term is defined herein, and the Mortgagee elects to foreclose, the Mortgagee shall first foreclose upon the properties described in Exhibit "A" attached hereto and identified as 200 Lorna Road, Wisterwood, Lot 1 Center Point Road, Lot 4 Center Point Road, and Autumn Chase. The cash proceeds of such any such foreclosure sales (net of expenses) will be applied to the Debt and if the net cash proceeds are sufficient to cure the existing default then the Note would be reinstated pursuant to its original payment terms. The Mortgagee shall have no obligation to bid a debt credit at any such sale and in the event no cash bid is received the Mortgagee shall be entitled to cancel the sale and proceed to foreclose upon any or all of the properties listed on Exhibit A.

In the event that the Mortgagee becomes the purchaser of any of the Property, the Mortgagee shall hold the same for itself and for the creditors of Wyatt to the extent set forth in the Plan. The Mortgagee shall have the sole right to sell the Property, and upon any such sale the sales proceeds, net of all closing costs and expenses of the Mortgagee, shall be distributed in accordance with the Plan.

(e) Personal Property and Fixtures. As used in this subsection (e) only, Personal Property means all Personal Property (as defined in the granting clauses hereof) and fixtures included in the Property. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee shall have and may exercise with respect to the Personal Property all rights, remedies and powers of a secured party under the Alabama Uniform Commercial Code with

reference to the Personal Property or any other items in which a security interest has been granted herein, including, without limitation, the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Personal Property and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Alabama Uniform Commercial Code after default hereunder, without regard to preservation of the Personal Property or its value and without the necessity of a court order. The Mortgagee shall have, among other rights, the right to take possession of the Personal Property and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by the Mortgagee; at its option and its sole discretion, to repair, restore or otherwise prepare the Personal Property for sale, lease or other use or disposition. At the Mortgagee's request, the Mortgagor shall assemble the Personal Property and make the Personal Property available to the Mortgagee at any place designated by the Mortgagee. To the extent permitted by law, the Mortgagor expressly waives any notice of sale or any other disposition of the Personal Property and any rights or remedies of the Mortgagee with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Personal Property or to the exercise of any other right or remedy of the Mortgagee existing after default. To the extent that such notice is required and cannot be waived, the Mortgagor agrees that if such notice is given to the Mortgagor at least five days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

The Mortgagor agrees that the Mortgagee may proceed to sell or dispose of both the real and personal property comprising the Property in accordance with the rights and remedies granted under this mortgage with respect to the real property covered hereby. The Mortgagor hereby grants the Mortgagee the right, at its option after default hereunder, to transfer at any time to itself or its nominee the Personal Property or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as Personal Property or to apply it on the Debt in such order and amounts and manner as the Mortgagee may elect. The Mortgagor covenants and agrees that all recitals in any instrument transferring, assigning, leasing or making other disposition of the Personal Property or any part thereof shall be full proof of the matters stated therein and no other proof shall be required to establish the legal propriety of the sale or other action taken by the Mortgagee and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

(f) Rents and Leases. Upon the occurrence of an Event of Default or at any time thereafter:

(i) The Mortgagee, at its option, shall have the right, power and authority to exercise and enforce any or all of the following rights and remedies with respect to Rents and Leases:

(A) to terminate the license granted to the Mortgagor in the granting clauses hereof to collect the Rents, and, without taking possession, in the Mortgagee's own name to demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and reasonable costs and expenses of collection, including reasonable attorney's fees, to apply the net proceeds thereof to the Debt in such order and amounts as the Mortgagee may choose (or hold the same in a reserve as security for the Debt);

(B) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver to be appointed by court, to enter upon, take possession of, manage and operate the Property or any part thereof for the account of the Mortgagor, make, modify, enforce, cancel or accept surrender of any Lease, remove and evict any lessee or sublessee, increase or reduce rents, decorate, clean and make repairs, and otherwise do any act or incur any cost or expenses the Mortgagee shall deem proper to protect the security hereof, as fully and to the same extent as the Mortgagor could do if in possession, and in such event to apply any funds so collected to the operation and management of the Property (including payment of reasonable management, brokerage and attorney's fees) and payment of the Debt in such order and amounts as the Mortgagee may choose (or hold the same in reserve as security for the Debt); and

(C) to take whatever legal proceedings may appear necessary or desirable to enforce any obligation or covenant or agreement of the Mortgagor under this mortgage.

(ii) The collection of the Rents and application thereof (or holding thereof in reserve) as aforesaid or the entry upon and taking possession of the Property or both shall not cure or waive any default or waive, modify or affect any notice of default under this mortgage, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by the Mortgagee, once exercised, shall continue for so long as the Mortgagee shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured the original default. If the Mortgagee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

(g) Application of Proceeds. All payments received by the Mortgagee as proceeds of the Property, or any part thereof, as well as any and all amounts realized by the Mortgagee in connection with the enforcement of any right or remedy under or with respect to this mortgage, shall be applied by the Mortgagee as follows: (i) to the payment of all necessary expenses incident to the execution of any foreclosure sale or sales or other remedies under this mortgage, including reasonable attorneys' fees as provided herein and in the Note, the Plan and the other Security Documents, (ii) to the payment in full of any of the Debt (including without limitation principal, accrued interest and all other sums secured hereby) and to the payment of attorneys' fees as provided herein and in the Note, (iii) the remainder, if any, shall be paid to the Mortgagor or such other person or persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

(h) Waiver of Appraisement Laws. Each Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisement before sale of any portion of the Property (commonly known as appraisement laws), or (ii) any extension of time for the enforcement of the collection of the Debt or any creation or extension of a period of redemption from any sale made in collecting the Debt (commonly known as stay laws and redemption laws).

14. Collection Costs. The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing, or 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 Lien on the Property, unless this mortgage is herein expressly made subject to any such Lien as disclosed in Exhibit A; 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 Mortgagee shall be a part of the Debt and shall be secured by this mortgage.

15. No Obligations with Respect to Leases. The Mortgagee shall not by virtue of this mortgage or otherwise assume any duties, responsibilities, liabilities or obligations with respect to Leases, the Improvements, the Personal Property, the Real Estate or any of the other Property (unless expressly assumed by the Mortgagee under a separate agreement in writing), and this mortgage shall not be deemed to confer on the Mortgagee any duties or obligations that would make the Mortgagee directly or derivatively liable for any person's negligent, reckless or wilful conduct. Each Mortgagor agrees to defend, indemnify and save harmless the Mortgagee from and against any and all claims, causes of action and judgments relating to the Mortgagor's performance of

its duties, responsibilities and obligations under Leases and with respect to the Real Estate, the Improvements, the Personal Property, or any of the other Property.

16. Construction of Mortgage. This mortgage is and may be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the lien hereof and the assignment and security interest created hereby and the purposes and agreements herein set forth.

17. Successors and Assigns. All covenants and agreements herein made by the undersigned shall bind the undersigned and the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of the Mortgagee's successors and assigns.

18. Waiver and Election. The exercise by the Mortgagee of any option given under the terms of this mortgage shall not be considered as a waiver of the right to exercise any other option given herein, and the filing of a suit to foreclose the lien, security interest and assignment granted by this mortgage, either on any matured portion of the Debt or for the whole of the Debt, shall not be considered an election so as to preclude foreclosure under power of sale after a dismissal of the suit; nor shall the publication of notices for foreclosure preclude the prosecution of a later suit thereon. No failure or delay on the part of the Mortgagee in exercising any right, power or remedy under this mortgage shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or thereunder. The remedies provided in this mortgage and in the other Security Documents are cumulative and not exclusive of any remedies provided by law. No amendment, modification, termination or waiver of any provisions of this mortgage or any of the Security Documents, nor consent to any departure by the Mortgagor therefrom, shall be effective unless the same shall be in writing and signed by an executive officer of the Mortgagee, and then such waiver or consent shall be effective only in this specific instance and for the specific purpose for which given. No notice to, or demand on, the Mortgagor in any case shall entitle the Mortgagor to any other or further notice or demand in similar or other circumstances.

19. Landlord-Tenant Relationship. Any sale of the Property under this mortgage shall, without further notice, create the relationship of landlord and tenant at sufferance between the purchaser and the Mortgagor.

20. Enforceability. If any provision of this mortgage is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Mortgagee to effectuate the provisions hereof.

21. Application of Payments. If the lien, assignment or security interest created by this mortgage is invalid or unenforceable as to any part of the Debt or is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the Debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Debt, and all payments made on the Debt, whether voluntary or under foreclosure or other enforcement action or procedures, shall be considered to have been first paid on, and applied to, the full payment of that portion of the Debt which is not secured or not fully secured by said lien, assignment or security interest created hereby.

22. Other Mortgages Encumbering the Real Estate. The Mortgagor hereby authorizes the holder of any other mortgage encumbering the Real Estate or the Improvements to disclose to the Mortgagee from time to time and at any time the following information: (a) the amount of debt secured by such mortgage; (b) the amount of such debt that is unpaid; (c) whether such debt is or has been in arrears; (d) whether there is or has been any default with respect to such mortgage or the debt secured thereby; and (e) any other information regarding such mortgage or the debt secured thereby that the Mortgagee may request from time to time.

The Mortgagor expressly agrees that if default should be made in the payment of principal, interest or any other sum secured by any other mortgage encumbering the Real Estate or the Improvements, the Mortgagee may (but shall not be required to) pay all or any part of such amount in default, without notice to the Mortgagor. The Mortgagor agrees to repay any such sum advanced upon demand, with interest from the date such advance is made at the Advance Rate and any sum so advanced with interest shall be a part of the Debt secured by this Mortgage.

23. Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Mortgagor" and "Mortgagee" shall include their respective successors and assigns. Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this instrument, whether one or more natural persons, corporations, associations, partnerships or other entities.

24. Advances by the Mortgagee. If the Mortgagor shall fail to comply with the provisions hereof with respect to the

securing of insurance, the payment of Liens, the keeping of the Property in repair, the performance of the Mortgagor's obligations under any Lease, the payment of any prior mortgages, or the performance of any other term or covenant herein contained, the Mortgagee may (but shall not be required to) make advances to perform the same, and where necessary enter the Property for the purpose of performing any such term or covenant. The Mortgagor agrees to repay all such sums advanced upon demand, with interest from the date such advances are made, at the Advance Rate, and all sums so advanced with interest shall be a part of the Debt and shall be secured hereby. The making of any such advances shall not be construed as a waiver by the Mortgagee of any Event of Default resulting from the Mortgagor's failure to pay the amounts paid.

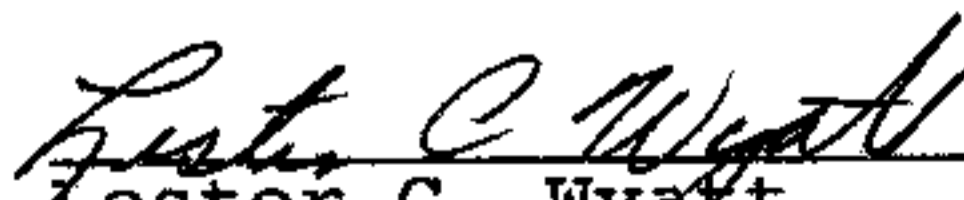
25. Release or Extension by the Mortgagee. The Mortgagee, without notice to the Mortgagor and without in any way affecting the rights of the Mortgagee hereunder as to any part of the Property not expressly released, may release any part of the Property or any person liable for any of the Debt and may agree with any party with an interest in the Property to extend the time for payment of all or any part of the Debt or to waive the prompt and full performance of any term, condition or covenant of the Note, any of the Security Documents, this mortgage or any other instrument evidencing or securing the Debt.

26. Partial Payments. Acceptance by the Mortgagee of any payment of less than the full amount due on the Debt shall be deemed acceptance on account only, and the failure of the Mortgagor to pay the entire amount then due shall be and continue to constitute an Event of Default, and at any time thereafter and until the entire amount due on the Debt has been paid, the Mortgagee shall be entitled to exercise all rights conferred on it by the terms of this mortgage in case of the occurrence of an Event of Default.

27. Addresses for Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing or by telex, telegram or cable and mailed or sent or delivered to the applicable party at its address indicated on the first page of this mortgage or at such other address as shall be designated by such party in a written notice to the other parties hereto.

28. Titles. All section, paragraph, subparagraph or other titles contained in this mortgage are for reference purposes only, and this mortgage shall be construed without reference to said titles.

IN WITNESS WHEREOF, the undersigned Mortgagor has executed this instrument as of the date first written above.

  
Lester C. Wyatt

Mary B. Wyatt  
Mary B. Wyatt

WYATT CONSTRUCTION CO., INC.

By Lester C. Wyatt  
Its Pres

CONTINENTAL CONDOMINIUM CORPORATION,  
INC.

By Lester C. Wyatt  
Its Pres

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Lester C. Wyatt, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal this 30<sup>th</sup> day of September, 1992.

David J. Mader  
Notary Public

AFFIX SEAL

My commission expires: 5/7/93

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Mary B. Wyatt, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily as of the day the same bears date.

4387P0581

Given under my hand and official seal this 30<sup>th</sup> day of September, 1992.

David S. Mader  
Notary Public

AFFIX SEAL

My commission expires: 5/7/93

STATE OF ALABAMA     )  
                                  )  
JEFFERSON COUNTY     )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lester C. Wyatt whose name as President of Wyatt Construction Co., Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as an act of said corporation.

Given under my hand and official seal this the 30<sup>th</sup> day of September, 1992.

David S. Mader  
Notary Public

AFFIX SEAL

My Commission Expires:

STATE OF ALABAMA     )  
                                  )  
JEFFERSON COUNTY     )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that LESTER C. Wyatt whose name as President of Continental Condominium Corporation, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as an act of said corporation.

Given under my hand and official seal this the 30<sup>th</sup> day of September, 1992.

David S. Mader  
Notary Public

AFFIX SEAL

My Commission Expires: 5/7/93

4387P6582

This instrument prepared by:

Kay K. Bains  
WALSTON, STABLER, WELLS,  
ANDERSON & BAINS  
505 N. 20th Street, Suite 500  
P. O. Box 830642  
Birmingham, Alabama 35283-0642  
(205) 251-9600

EXHIBIT "A"**Parcel I (Wisterwood Townhomes; Wyatt Construction Company, Inc.):**

Lots 1, 2, 3, 9, 16, 17, 18, 19, 20 Wisterwood Townhouse Development Phase II as recorded in Map Book 154, Page 79, as recorded in the Office of the Judge of Probate for Jefferson County, Alabama.

**Subject to:**

Mortgage from Wyatt Construction Company, Inc. to First Alabama Bank, filed for record December 8, 1986, recorded in Real 3042, page 796, in the Probate Office of Jefferson County, Alabama.

Mortgage from Wyatt Construction Company, Inc. to First Alabama Bank, filed for record February 29, 1988, recorded in Real 3342, page 605, in the Probate Office of Jefferson County, Alabama.

**Parcel II (200 Building, Lorna Road; Lester C & Mary B. Wyatt, Tax Parcel #39-12-1-011-004.002-RR-02):**

The following parcel of land located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12, Township 19 South, Range 3 West, Jefferson County, Alabama. being more particularly described as follows:

Commence at the SW corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12, Township 19 South, Range 3 West; thence in a northerly direction along the west line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section a distance of 18 feet; thence 90°54'00" right 365.43 feet; thence 119°49'33" left 66.63 feet; thence 106°46'33" right 168.00 feet; thence 40°33'0" left 39.00 feet to a point of beginning; thence continue along the previously stated course a distance of 296.98 feet to the southwesternmost right of way line of Lorna Road; thence 83°39'00" left a distance of 167.57 feet in a northwesterly direction along the southwesternmost right of way line of Lorna Road; thence 103°08'00" left 190.49 feet; thence 41°57'31" left 191.61 feet to the point of beginning, subject to easement for ingress and egress, the centerline of which as described as follows:

Commence at the SW corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12, Township 19 South, Range 3 West; thence in a northerly direction along the west line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section a distance of 18 feet; thence 90°54'00" right 365.43 feet; thence 119°49'33" left 66.63 feet; thence 106°46'33" right 168.00 feet; thence 40°33'00" left 39.00 feet; thence deflect 48°44'41" left 15.51 feet to the point of beginning of the centerline of a 10 foot easement, said point of beginning being the PC of a curve to the left, said curve having a central angle of 31°00'21" and a radius of 35.00 feet; thence deflect 31°00'21" and a radius of 35.00 feet; thence deflect the

31°00'21" and a radius of 35 feet; thence deflect the 31°00'21" right to the tangent of said curve; thence continue along the arc of said curve 18.94 feet to the end of said curve; thence continue at a tangent to the preceding curve 119.17 feet to the end of the 10 foot easement and the beginning of a 20 foot easement; thence deflect 48°44'31" right 204.93 feet to a point intersecting the southwesternmost right of way line of Lorna Road, said intersection being the end of the 20 foot easement. Mineral and mining rights and other rights, privileges and immunities relating thereto excepted as shown in the recorded instrument in Volume 629, page 259 Office of the Probate Court of Jefferson County, Alabama.

Subject to:

Mortgage from Lester C. Wyatt and Mary B. Wyatt to Guardian Life Insurance Company, Inc., filed for record January 30, 1978, recorded in Real 1552, page 791, in the Probate Office of Jefferson County, Alabama.

Mortgage from Lester C. Wyatt and Mary B. Wyatt to Guardian Life Insurance Company, Inc., filed for record November 15, 1978, recorded in Real 1685, page 302, in the Probate Office of Jefferson County, Alabama.

Mortgage from Lester C. Wyatt and Mary B. Wyatt to Guardian Life Insurance Company, Inc., filed for record June 17, 1987, recorded in Real 3183, page 822, in the Probate Office of Jefferson County, Alabama.

**Parcel III      (Autumn Chase Townhomes; Continental Condominium Corporation, Inc. and Lester C. Wyatt; Tax Parcel #12-07-1-002-1.005-RR-01 and #12-7-1-002-044.301):**

Lots 5C & 5D a resurvey of Lot 5 amended map of Panorama East Resurvey recorded in Map Book 155, Page 10-A in the Office of the Judge of Probate of Jefferson County, Alabama, Less and except the lots for units, Chase Lane, Autumn Chase Condominiums.

Subject to:

Mortgage from Continental Condominium Corporation, Inc. and Lester C. Wyatt to First Alabama Bank, filed for record September 29, 1986, recorded in Real 2999, page 088, in the Probate Office of Jefferson County, Alabama.

**Parcel IV (Vacant Lot at Center Point Road & Chase Lane; Lester C. Wyatt; Tax #12-7-1-2-1.4):**

Lot 4, Amended Map, Panorama East, Map Book 126, Page 23, as recorded in the Office of the Judge of Probate of Jefferson County, Alabama. Less and except that part sold to Continental Condominium Corporation, Inc. in Real 2999, page 93.

**Parcel V (Vacant Lot at Center Point Road & Chase Lane; Lester C. Wyatt; Tax #12-7-1-2-1.003-RR-01:**

Lot 3, Amended Map, Panorama East, Map Book 126, Page 23, as recorded in the Office of the Judge of Probate of Jefferson County, Alabama. Less and except that part of Lot 3 from the most easterly corner of said lot thence West 20 feet, thence North 16.4 feet, thence West 35 feet, thence Southwesterly 107.9 feet to the point of beginning.

**Parcel VI (Vacant Lot at Center Point Road & Westchester Drive; Lester C. Wyatt; Tax Parcel #12-7-1-2-1.7-RR01):**

Lot 1, Myers & Wyatt Resurvey of Lot 1, Amended Map, Panorama East; Map Book 157, Page 49, as recorded in the office of the Judge of Probate for Jefferson County, Alabama.

**Parcel VII (Brandino Brass Building; Lester C. & Mary B. Wyatt; Tax Parcel #39-12-1-011-004.000-RR-01):**

Part of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12, Township 19 South, Range 3 West, Situated in Jefferson County, Alabama, being more particularly described as follows:

Begin at the southwest corner of the SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 12, Township 19 South, Range 3 West and run 340.53 feet in a Northeasterly direction along a line 78°00' to the right of the west line of said SW $\frac{1}{4}$  of NE $\frac{1}{4}$  to a point, said point being the point of beginning of the tract herein described; thence turn 47°25' to the left and run 486.03 feet in a northeasterly direction to a point on the southwesterly line of the Old Montgomery Highway; thence turn 76°53' to the left and run 49.05 feet in a northwesterly direction along the southwesterly line of the Old Montgomery Highway to a point; thence turn 61°19' to the left and run 411.78 feet in a southwesterly direction along a line which shall intersect the west line of said SW $\frac{1}{4}$  of NE $\frac{1}{4}$  at a point 350 feet north of the southwest corner to a point; thence turn 101°16' to the left and run 374.14 feet in a southeasterly direction to the point of beginning. Mineral and mining rights excepted.

Mortgage from Lester C. Wyatt and Mary B. Wyatt to Collateral Investment Company, Inc., recorded in the Probate Office of Jefferson County, Alabama.

Parcel VIII (Homestead; Lester C. & Mary S. Wyatt; Tax Parcel #39-2-4-13-5-RR-01):

Lots 11-A and 12-A in Block 7, according to the Resurvey of Country Club Highlands of Hoover, Third Sector, as recorded in Map Book 169, Page 76, in the Probate Office of Jefferson County, Alabama. Mineral and Mining rights excepted.

Subject to:

Mortgage from Lester C. Wyatt and Mary B. Wyatt to Central Bank of the South, filed for record September 29, 1986, recorded in Real 2994, page 622, in the Probate Office of Jefferson County, Alabama.

Mortgage from Lester C. Wyatt and Mary B. Wyatt to First Alabama Bank, filed for record April 5, 1990, recorded in Real 3795, page 732, in the Probate Office of Jefferson County, Alabama.

**Parcel IX (Lots in Thompson Plantation; Lester C. Wyatt):**

Lots 12, 13, 14, 15, and 16, according to the Survey of Thompson Plantation as recorded in Map Book 11, page 53, in the Probate Court of Shelby County, Alabama.

Subject to:

Mortgage from Lester C. Wyatt to First American Bank of  
Pelham, filed for record October 26, 1989, recorded in Book  
263, page 39, in the Probate Office of Shelby County.

STATE OF ALABAMA, JEFFERSON COUNTY  
I hereby certify that no mortgage tax or deed  
tax has been collected on this instrument.

Judge of Probate

**"NO TAX COLLECTED"**

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON

1992 OCT 14 PM 4:47

RECORDED & INDEXED  
DEED TAX HAS BEEN  
PAID ON THIS INSTRUMENT

JUDGE OF PROBATE

10/23/93  
SUBJ: 1058-25148  
# 1058-25148  
03:34 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
025 MCD 71.00