

THIS INSTRUMENT WAS PREPARED BY:

B. Glenn Murdock
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2000-A SouthBridge Parkway, Suite 525
Birmingham, AL 35209

MORTGAGE DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

That whereas, Walk, L.L.C., an Alabama Limited Liability Company (hereinafter called "Mortgagor") is or may become indebted to Deposit Guaranty National Bank, with offices located at One Deposit Guaranty Plaza, Jackson, Mississippi, _____, (hereinafter called "Mortgagee") in the sum of One Million, Five Thousand Seven Hundred Thirty-Two and 00/100 Dollars (\$1,005,732.00) evidenced by that certain promissory note dated August 3, 1994 by Walk, L.L.C. in favor of Mortgagee.

And whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof;

NOW, THEREFORE, in consideration of the premises, said Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee certain real estate situated in Shelby County, State of Alabama, said real estate being more particularly described on Exhibit A attached hereto and incorporated herein by reference.

Said property is warranted free from all encumbrances and against any adverse claims, except as stated on Exhibit B, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD, the above-granted property unto the said Mortgagee and Mortgagee's successors and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor agrees to keep any improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee. If Mortgagor fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same. All amounts so expended by said Mortgagee for taxes, assessments or insurance shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or unpermitted encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable,

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Inst # 1994-24349

Alabama Title

and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor. Mortgagor further agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and Mortgagor further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, WALK, L.L.C. has caused this Mortgage Deed to be executed and sealed by and on its behalf this 2nd day of August, 1994.

WALK, L.L.C.

By: Donald R. Parks
Donald R. Parks
Its Member

By: Donna N. Parks
Donna N. Parks
Its Member

By: Betty W. Nicholas
Betty W. Nicholas
Its Member

By: MADATED, LTD.

BY: David D. Nicholas
David D. Nicholas
Its General Partner

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald R. Parks, whose name as Member of Walk, L.L.C., an Alabama limited liability company, is signed to the foregoing Mortgage Deed, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 2nd day of August, 1994.

Janice J. Calfee
Notary Public

My Commission Expires: 10/6/96

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donna N. Parks, whose name as Member of Walk, L.L.C., an Alabama limited liability company, is signed to the foregoing Mortgage Deed, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, she, as such Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 2nd day of ^{August}~~July~~, 1994.

Janice J. Calfee
Notary Public

My Commission Expires: 12/6/96

^{Mississ.}
STATE OF ~~ALABAMA~~)

^{Rankin}
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Betty W. Nicholas, whose name as Member of Walk, L.L.C., an Alabama limited liability company, is signed to the foregoing Mortgage Deed, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, she, as such Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 1st day of ^{August}~~July~~, 1994.

[Signature]
Notary Public

My Commission Expires: My Commission Expires Sept. 5, 1994

^{Mississ.}
STATE OF ~~ALABAMA~~)

^{Rankin}
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David D. Nicholas, whose name as General Partner of Madated, Ltd., Member of Walk, L.L.C., an Alabama limited liability company, is signed to the foregoing Mortgage Deed, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such General Partner, and with full authority, executed the same voluntarily for and as the act of said limited partnership, on behalf of said company.

Given under my hand and official seal, this the 1st day of ^{August}~~July~~, 1994.

[Signature]
Notary Public

My Commission Expires: My Commission Expires Sept. 5, 1994

EXHIBIT A TO
MORTGAGE DEED
DATED AUGUST 2, 1994,
FROM WALK, L.L.C.
TO DEPOSIT GUARANTY NATIONAL BANK

The real property conveyed by Mortgage Deed of which this Exhibit A is a part includes each of the following three parcels of real property:

PARCEL A:

DESCRIPTION:

PART OF S.E. 1/4 SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE RUN EAST ALONG THE SOUTH LINE OF SAME FOR 1,826.71 FEET; THENCE 122°-59'-53" LEFT AND RUN NORTHWESTERLY FOR 399.97 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OAK MOUNTAIN PARK ROAD; THENCE CONTINUE NORTHWESTERLY ALONG THE SAME COURSE FOR 846.69 FEET; THENCE 91°-18'-39" RIGHT AND RUN NORTHEASTERLY FOR 152.01 FEET; THENCE 90°-00'-00" LEFT AND RUN NORTHWESTERLY FOR 349.02 FEET; THENCE 90°-00'-00" LEFT AND RUN SOUTHWESTERLY FOR 160.00 FEET; THENCE 88°-41'-21" RIGHT AND RUN NORTHWESTERLY FOR 25.0 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ALABAMA HIGHWAY 119; THENCE 91°-18'-39" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 253.07 FEET; THENCE 14°-02'-10" RIGHT AND CONTINUE NORTHEASTERLY FOR 9.51 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE 30°-57'-50" RIGHT AND RUN EASTERLY ALONG SAID RIGHT OF WAY LINE FOR 62.56 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE 45°-00'-00" RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 390.67 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE 90°-00'-00" LEFT AND RUN NORTHEASTERLY FOR 575.98 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OAK MOUNTAIN STATE PARK ROAD; THENCE 86°-19'-31" RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 142.98 FEET; THENCE 22°-07'-10" RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 266.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3,579.72 FEET AND SUBTENDING A CENTRAL ANGLE OF 03°-16'-07"; THENCE 08°-19'-34" RIGHT TO THE CHORD OF SAID CURVE AND RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR 204.22 FEET; THENCE FROM SAID CHORD 09°-37'-54" LEFT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 96.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3,599.42 FEET AND SUBTENDING A CENTRAL ANGLE OF 02°-19'-55"; THENCE 13°-55'-51" RIGHT TO THE CHORD OF SAID CURVE AND RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR 146.49 FEET TO A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID OAK MOUNTAIN STATE PARK ROAD AND THE NORTH RIGHT OF WAY LINE OF A PROPOSED STREET; THENCE FROM THE CHORD OF SAID CURVE 97°-35'-27" RIGHT AND RUN SOUTHWESTERLY ALONG THE NORTH RIGHT OF WAY LINE OF SAID PROPOSED STREET FOR 300.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 17°-54'-41"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR 15.63 FEET TO THE END OF SAID CURVE, SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE FROM THE TANGENT OF SAID CURVE 97°-08'-18" RIGHT AND RUN NORTHWESTERLY FOR 210.58 FEET TO A POINT ON THE APPROXIMATE FLOODWAY LINE OF BISHOPS CREEK; THENCE 121°-47'-55" LEFT AND RUN SOUTHWESTERLY ALONG SAID APPROXIMATE FLOODWAY LINE FOR 442.86 FEET; THENCE 87°-23'-54" LEFT AND RUN SOUTHEASTERLY FOR 200.21 FEET; THENCE 92°-36'-06" LEFT AND RUN NORTHEASTERLY FOR 276.49 FEET TO A POINT ON THE RIGHT OF WAY LINE OF SAID PROPOSED STREET, SAID POINT BEING ON A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 50.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 85°-26'-04"; THENCE 60°-46'-27" LEFT TO BECOME TANGENT TO SAID CURVE AND RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID PROPOSED RIGHT OF WAY LINE OF SAID PROPOSED STREET FOR 74.55 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 75,922.13 SQUARE FEET, MORE OR LESS, OR 1.74 ACRES, MORE OR LESS.

PARCEL B:

DESCRIPTION:

PART OF S.E. 1/4 SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE RUN EAST ALONG THE SOUTH LINE OF SAME FOR 1,826.71 FEET; THENCE 122°-59'-53" LEFT AND RUN NORTHWESTERLY FOR 399.97 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OAK MOUNTAIN PARK ROAD; THENCE CONTINUE NORTHWESTERLY ALONG THE SAME COURSE FOR 846.69 FEET; THENCE 91°-18'-39" RIGHT AND RUN NORTHEASTERLY FOR 152.01 FEET; THENCE 90°-00'-00" LEFT AND RUN NORTHWESTERLY FOR 349.02 FEET; THENCE 90°-00'-00" LEFT AND RUN SOUTHWESTERLY FOR 160.00 FEET; THENCE 88°-41'-21" RIGHT AND RUN NORTHWESTERLY FOR 25.0 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ALABAMA HIGHWAY 119; THENCE 91°-18'-39" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 253.07 FEET; THENCE 14°-02'-10" RIGHT AND CONTINUE NORTHEASTERLY FOR 9.51 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD; THENCE 30°-57'-50" RIGHT AND RUN EASTERLY ALONG SAID RIGHT OF WAY LINE FOR 62.56 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE 45°-00'-00" RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 390.67 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE 90°-00'-00" LEFT AND RUN NORTHEASTERLY FOR 575.98 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OAK MOUNTAIN STATE PARK ROAD; THENCE 86°-19'-31" RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 142.98 FEET; THENCE 22°-07'-10" RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 187.31 FEET TO THE SOUTH EAST CORNER OF THE WAFFLE HOUSE SITE, SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTHEASTERLY ALONG THE LAST STATED COURSE FOR 78.77 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3579.72 FEET AND SUBTENDING A CENTRAL ANGLE OF 00°-33'-45"; THENCE 11°-36'-42" RIGHT TO THE CHORD OF SAID CURVE AND RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SAID RIGHT OF WAY LINE FOR 35.15 FEET TO A POINT AT THE NORTHEAST CORNER OF THE PEACHES AND CREAM SITE; THENCE 62°-14'-05" RIGHT FROM THE CHORD OF SAID CURVE AND RUN SOUTHWESTERLY ALONG THE NORTH PROPERTY LINE OF SAID PEACHES AND CREAM SITE AND ALONG THE NORTH LINE OF THE S.D.P. MOTEL SITE FOR 321.34 FEET; THENCE 06°-12'-14" LEFT AND RUN SOUTHWESTERLY ALONG THE NORTH LINE OF SAID S.D.P. MOTEL SITE AND ALONG THE NORTH LINE OF THE COCK OF THE WALK SITE FOR 449.57 FEET TO THE NORTHWEST CORNER OF SAID COCK OF THE WALK SITE; THENCE 92°-36'-06" RIGHT AND RUN NORTHWESTERLY FOR 506.69 FEET; THENCE 91°-18'-39" RIGHT AND RUN NORTHEASTERLY FOR 78.38 FEET TO THE SOUTHWEST CORNER OF THE SEARS SERVICE CENTER SITE; THENCE 25°-10'-15" RIGHT AND RUN EASTERLY ALONG THE SOUTH LINE OF SAID SEARS SERVICE CENTER SITE AND ALONG THE SOUTH LINE OF THE TRUSTHOUSE FORTE HOTEL SITE FOR 620.32 FEET; THENCE 07°-52'-59" RIGHT AND RUN SOUTHEASTERLY ALONG SAID TRUSTHOUSE FORTE HOTEL SITE AND ALONG THE WAFFLE HOUSE SITE FOR 219.42 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 263,353.50 SQUARE FEET, MORE OR LESS, OR 6.04 ACRES, MORE OR LESS.

NOTE: ENTIRE SITE IS IN A FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. COMMUNITY PANEL NO. 010193-0001B, DATED 06-15-81.
ENTIRE SITE IS ALSO IN THE FLOOD WAY OF BISHOP CREEK, AS SHOWN ON F.E.M.A. COMMUNITY PANEL NO. 010193-0001, DATED 06-15-81.
NO STRUCTURES CAN BE BUILT ON THIS SITE WITHOUT PRIOR APPROVAL BY THE CITY OF PELHAM, ALABAMA, AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

PARCEL C:

DESCRIPTION OF SANITARY SEWER EASEMENT ACROSS S.D.P. MOTEL SITE:
PART OF S.E. 1/4 SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY,
ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE RUN EAST ALONG THE
SOUTH LINE OF SAME FOR 1,826.71 FEET; THENCE 122°-59'-53" LEFT AND RUN
NORTHWESTERLY FOR 399.97 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF
OAK MOUNTAIN PARK ROAD; THENCE CONTINUE NORTHWESTERLY ALONG THE SAME COURSE FOR
846.69 FEET; THENCE 91°-18'-39" RIGHT AND RUN NORTHEASTERLY FOR 152.01 FEET;
THENCE 90°-00'-00" LEFT AND RUN NORTHWESTERLY FOR 349.02 FEET; THENCE 90°-00'-
00" LEFT AND RUN SOUTHWESTERLY FOR 160.00 FEET; THENCE 88°-41'-21" RIGHT AND RUN
NORTHWESTERLY FOR 25.0 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ALABAMA
HIGHWAY 119; THENCE 91°-18'-39" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT OF
WAY LINE FOR 253.07 FEET; THENCE 14°-02'-10" RIGHT AND CONTINUE NORTHEASTERLY
FOR 9.51 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD;
THENCE 30°-57'-50" RIGHT AND RUN EASTERLY ALONG SAID RIGHT OF WAY LINE FOR 62.56
FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE 45°-00'-00" RIGHT AND RUN
SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 390.67 FEET TO AN ANGLE POINT IN
SAID RIGHT OF WAY; THENCE 90°-00'-00" LEFT AND RUN NORTHEASTERLY FOR 575.98 FEET
TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OAK MOUNTAIN STATE PARK ROAD;
THENCE 86°-19'-31" RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR
142.98 FEET; THENCE 22°-07'-10" RIGHT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF
WAY LINE FOR 266.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE
HAVING A RADIUS OF 3,579.72 FEET AND SUBTENDING A CENTRAL ANGLE OF 03°-16'-07";
THENCE 08°-19'-34" RIGHT TO THE CHORD OF SAID CURVE AND RUN SOUTHERLY ALONG THE
ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR 204.22 FEET; THENCE FROM
SAID CHORD 09°-37'-54" LEFT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE
FOR 96.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A
RADIUS OF 3,599.42 FEET AND SUBTENDING A CENTRAL ANGLE OF 02°-19'-55"; THENCE
13°-55'-51" RIGHT TO THE CHORD OF SAID CURVE AND RUN SOUTHERLY ALONG THE ARC OF
SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR 136.42 FEET TO THE POINT OF
BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTHERLY ALONG SAID
CURVE AND ALONG SAID RIGHT OF WAY LINE FOR 10.07 FEET TO A POINT AT THE
INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SAID OAK MOUNTAIN STATE PARK
ROAD AND THE NORTH RIGHT OF WAY LINE OF A PROPOSED STREET; THENCE FROM TANGENT
OF SAID CURVE 96°-25'-30" RIGHT AND RUN SOUTHWESTERLY ALONG THE NORTH RIGHT OF
WAY LINE OF SAID PROPOSED STREET FOR 300.49 FEET TO THE BEGINNING OF A CURVE TO
THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND SUBTENDING A CENTRAL ANGLE
OF 17°-54'-41"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG
SAID RIGHT OF WAY LINE FOR 15.63 FEET TO THE END OF SAID CURVE; THENCE FROM THE
TANGENT OF SAID CURVE 97°-08'-18" RIGHT AND RUN NORTHWESTERLY FOR 10.07 FEET;
THENCE 84°-03'-24" RIGHT TO BECOME TANGENT TO A CURVE TO THE RIGHT, SAID CURVE
HAVING A RADIUS OF 60.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 16°-43'-00";
THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE FOR 17.51 FEET TO THE END OF SAID
CURVE; THENCE AT TANGENT TO SAID CURVE RUN EASTERLY, PARALLEL TO AND 10 FEET FROM
THE NORTH RIGHT OF WAY LINE OF SAID PROPOSED STREET FOR 299.35 FEET TO THE POINT
OF BEGINNING.

EXHIBIT B TO
MORTGAGE DEED
DATED AUGUST 2, 1994,
FROM WALK, L.L.C.
TO DEPOSIT GUARANTY NATIONAL BANK

PERMITTED ENCUMBRANCES

1. General and special taxes or assessments, and a lien therefor, for 1994 and subsequent years not yet due and payable.
2. Restrictions, covenants and conditions as set out in the instrument recorded as Instrument #1994-01702 in the Probate Office of Shelby County, Alabama.
3. A non-exclusive perpetual sanitary sewer easement in and upon the real property described as Parcel A in Exhibit A to this Mortgage Deed, which easement is ten (10) feet in width and is contiguous with that certain roadway designated as Bishop Circle, and which easement was reserved by the grantor in that certain Statutory Warranty Deed dated July 29, 1994 by which Mortgagor acquired title to the subject property.
4. Storm Drainage easement of twenty (20) feet as shown by the survey of Joseph A. Miller dated June 17, 1994.
5. Zoning classification of B-2 under the Zoning Ordinances of the City of Pelham.
6. Riparian rights of others in and to Bishop Creek.
7. The subject property, or portions thereof, is located in a flood plain.
8. Mortgagee may not have acquired title to those parts of the mortgaged property lying within Bishop Creek.
9. Rights of others to the use of the ten (10) foot sanitary sewer easement described as Parcel C in Exhibit A to this Mortgage Deed.
10. Drainage easement appurtenant to or for the benefit of Interstate Highway 65.

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