



MORTGAGE FORECLOSURE DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL PERSONS BY THESE PRESENTS: That ROSC Associates Joint Venture did execute a mortgage to Metropolitan Life Insurance Company, which mortgage is recorded in Real Volume 323, Page 159, in the Office of the Judge of Probate of Shelby County, Alabama, (the "Mortgage"); and

WHEREAS, default was made in the payment of the indebtedness secured by the Mortgage and Metropolitan Life Insurance Company, did declare all of the indebtedness secured by the Mortgage due and payable and did give due and proper notice of the foreclosure of the Mortgage, in accordance with the terms thereof, by publication in a newspaper of general circulation published in Shelby County, Alabama in its issues of February 7, 1996, February 14, 1996, and February 21, 1996; and

WHEREAS, on February 27, 1996, the day on which the foreclosure sale was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure sale was duly and properly conducted and Metropolitan Life Insurance Company, did offer for sale and did sell at public outcry, in the City of Columbiana, Alabama, the property hereinafter described (the "Property"); and

WHEREAS, the highest and best bid for cash obtained for the Property was the bid of Metropolitan Life Insurance Company, in the amount of FIVE MILLION NINE HUNDRED SIXTEEN THOUSAND, THREE HUNDRED FIFTY DOLARS (\$5,916,350.00) which sum Metropolitan Life Insurance Company offered to credit on the indebtedness secured by the Mortgage, and the Property was thereupon sold to Metropolitan Life Insurance Company; and

WHEREAS, the Mortgage expressly authorized the mortgagee thereunder to bid at the foreclosure sale thereof and to purchase the Property, if the highest bidder therefor, and authorized the mortgagee or auctioneer or any person conducting the foreclosure sale for the mortgagee to execute to the purchaser at the said sale a deed to the property so purchased;

NOW, THEREFORE, in consideration of the premises and of a credit of FIVE MILLION NINE HUNDRED SIXTEEN THOUSAND, THREE HUNDRED FIFTY DOLARS (\$5,916,350.00) on the indebtedness secured by the Mortgage, ROSC Associates Joint Venture acting by and through Timothy M. Lupinacci as the auctioneer and the person conducting the foreclosure sale for Metropolitan Life Insurance Company and Metropolitan Life Insurance Company, by Timothy M. Lupinacci as the auctioneer and the person conducting the foreclosure sale for Metropolitan Life Insurance Company, do hereby grant, bargain, sell, and convey unto Metropolitan Life Insurance Company, the following described real estate:

Lot 1-A, according to a Resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, Page 99, being a resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, Page 77, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Part of the SE 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the Southeast corner of the NE 1/4 of SE 1/4 of said Section 19, run in a Northerly direction along the East line of said 1/4-1/4 Section for a distance of 283.46 feet; thence turn an angle to the left of 90 degrees and run in a Westerly direction for a distance of 729.70 feet; thence turn an angle to the left of 40

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degrees 23 minutes 12 seconds and run in a Southwesterly direction for a distance of 262.29 feet; thence turn an angle to the right of 30 degrees 38 minutes 09 seconds and run in a Westerly direction for a distance of 303.59 feet, more or less, to an existing iron pin; thence turn an angle to the right of 92 degrees 43 minutes 07 seconds and run in a Northerly direction along the West line of the Gaskill property for a distance of 15.25 feet to an existing iron pin, being the point of beginning; thence turn an angle to the left of 100 degrees 21 minutes 37 seconds and run in a Southwesterly direction for a distance of 358.16 feet to an existing iron pin; thence turn an angle to the right of 88 degrees 35 minutes and run in a Northerly direction for a distance of 337.78 feet, to an existing iron pin being on the curved South right of way line of Riverchase Office Road as shown on a recorded map of Riverchase East Riverchase Office Road as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 124; thence turn an angle to the right and run in a Northeasterly, Northerly and Northwesterly directions along the arc of said curved right of way line (said curve being concave in a Westerly direction and having a radius of 65.00 feet with the radius being right 21 degrees 00 minutes from last mentioned 337.78 foot line) for a distance of 187.75 feet to a point of reverse curve, said second curve being concave in a Northeasterly direction and having a central angle of 45 degrees 44 minutes 39 seconds and a radius of 25.00 feet; thence turn an angle to the right and run in a Northwesterly direction along the arc of said curve for a distance of 19.96 feet to a point of another reverse curve, said third curve being concave in a Southwesterly direction and having a radius of 300.00 feet and a central angle of 56 degrees 12 minutes 29 seconds; thence turn an angle to the left and run in a Northwesterly and Westerly directions along said curved right of way line of Riverchase Office Road for a distance of 294.30 feet to an existing iron pin being the Southeast corner of the Riverchase Center Associates land; thence turn an angle to the right (109 degrees 30 minutes 22 seconds from tangent of curved right of way line) and run in a Northeasterly direction along the East line of said Riverchase Center Associates land for a distance of 604.89 feet to an existing iron pin being on the curved South right of way line of Parkway Office Circle as shown on a recorded map of Riverchase East Parkway Office Circle, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 125; thence turn an angle to the right (86 degrees 55 minutes 19 seconds to tangent of said curved right of way line) and run in a Southeasterly direction along said curved right of way line (curve being concave in a Southerly direction and having a central angle of 9 degrees 46 minutes 46 seconds and a radius of 570.00 feet) for a distance of 97.29 feet to the end of said curve; thence run in a Southeasterly direction along the South right of way line of Parkway Office Circle for a distance of 216.75 feet to a point of a curve, said curve being concave in a Northerly direction and having a central angle of 12 degrees 57 minutes 51 seconds and a radius of 780.00 feet; thence turn an angle to the left and run along the arc of said curve in an Easterly direction for a distance of 176.49 feet to an existing iron pin; thence turn an angle to the right of 89 degrees 46 minutes 39 seconds from the chord of said curve and run in a Southwesterly direction for a distance of 422.65 feet to an existing iron pin; thence turn an angle to the left of 72 degrees 04 minutes 15 seconds and run in a Southeasterly direction for a distance of 184.03 feet to an existing iron pin being the Northwest corner of the Gaskill property; thence turn an angle to the right of 38 degrees 19 minutes 10 seconds and run in a Southeasterly direction along the West line of said Gaskill property for a distance of 312.76 feet, more or less, to the point of beginning.

Together with all right, title, and interest in and to the easements, rights and restrictions contained in that certain Declaration of Reciprocal Access, Utilities, Drainage and Parking Easement as recorded in Real Book 323, Page 96, in the Probate Office of Shelby County, Alabama.

According to the survey of Johnny L. Riddlesperger A1. Reg. No. 14284, revised November 15, 1990.

(A) Plus the following:

- (1) all the things now or hereafter affixed to the Land, including all buildings, structures, and improvements of every kind and description now or hereafter erected or placed thereon, any fixtures and any and all machinery, motors, elevators, boilers, equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishings, building service equipment, building materials, supplies, ranges, refrigerators, cabinets, laundry equipment, hotel, kitchen and restaurant equipment, computers and software, radios, televisions, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other floor coverings, lobby furnishings, games and recreational and swimming pool equipment, incinerators and other property of every kind and description now or hereafter placed, attached, fixed or installed in such buildings, structures, or improvements and all replacements, repairs, additions, accessions or substitutions or proceeds thereto or therefor; all of such things whether now or hereafter placed thereon being hereby declared to be real property and hereinafter collectively referred to as the "Improvements";
- (2) all income, rents, royalties, revenue, issues, profits, proceeds and other benefits from any and all of the Land and/or Improvements, subject, however, to the right, power and authority hereinafter conferred upon Mortgagee or reserved to Mortgagor to collect and apply such income, rents, royalties, revenue, issues, profits, proceeds and other benefits;
- (3) all deposits made with respect to the Land and/or Improvements, including, but not limited to, any security given to utility companies by Mortgagor, and all advance payments of insurance premiums made by Mortgagor with respect thereto and all claims or demands relating to such deposits, other security and/or such insurance;
- (4) all damages, royalties and revenue of every kind, nature and description whatsoever that Mortgagor may be entitled to receive, either before or after any Event of Default (as hereinafter defined), from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Land, with the right in Mortgagee to receive and apply the same to the Secured Indebtedness;
- (5) all proceeds and claims arising on account of any damage to, or Condemnation (as hereinafter defined) of, the Land and/or Improvements or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Land and/or Improvements;
- (6) all licenses (including, but not limited to, any operating licenses or similar licenses), contracts, management contracts or agreements, guaranties, warranties, franchise agreements, permits, authorities or certificates required or relating to the ownership, use, operation or maintenance of the Land and/or Improvements; and

(7) all names under or by which the Land and/or Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents pending and goodwill relating to the Land and/or Improvements.

All of the property described in paragraph (A) above is hereinafter collectively referred to as the "Real Property."

(B) Mortgagor's interest in, any portion of the Real Property which may be construed to be personal property and in all other personal property of every kind and description, whether now existing or hereafter acquired, now or at any time hereafter attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any lease or agreement pertaining to, the Real Property, including:

- (1) all water rights appurtenant to the Real Property together with all pumping plants, pipes, flumes and ditches, all rights to the use of water, all rights in ditches for irrigation, all water stock, shares of stock or other evidence of ownership of any part of the Real Property that is owned by Mortgagor in common with others and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Real Property;
- (2) all plans and specifications prepared for construction of the Improvements and all studies, data and drawings related thereto; and all contracts and agreements of Mortgagor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements;
- (3) all equipment, machinery, fixtures, goods, accounts, general intangibles, documents, instruments and chattel paper;
- (4) all substitutions and replacements of, and accessions and additions to, any of the foregoing;
- (5) all sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchasers of any part of the Real Property, together with all deposits and other proceeds of the sale thereof; and
- (6) all proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any of the foregoing (pursuant to judgment, condemnation award or otherwise) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof.

Subject, however, to the following:

1. Any lien for ad valorem taxes, whether or not yet due and payable;
2. The statutory rights of redemption on the parts of those entitled to redeem as provided by the laws of the State of Alabama;

- TO HAVE AND TO HOLD** the Property unto Metropolitan Life Insurance Company forever; subject, however, to those exceptions noted above.

ROSC ASSOCIATES JOINT VENTURE AND
MORTGAGORS

By: TIMOTHY M. LUPINACCI
as Auctioneer and the person conducting the
foreclosure sale for the Holder of the
Mortgage

By: **TIMOTHY M. LUPINACCI**
as Auctioneer and the person conducting the
foreclosure sale for the Holder of the Mortgage

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Timothy M. Lupinacci, whose name as Auctioneer and the person conducting the foreclosure sale for Metropolitan Life Insurance Company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, he in his capacity as such Auctioneer and with full authority, executed this instrument voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of February 1996.

Nancy B. Brubaker
NOTARY PUBLIC

My commission expires: 9/20/97

[SEAL]

THIS INSTRUMENT WAS PREPARED BY:

Timothy M. Lupinacci
Burr & Forman
Post Office Box 830719
Birmingham, Alabama 35283-0719
(205) 251-3000

RETURN INSTRUMENT TO PREPARER

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