Mortgagors (lest name first):	Mortgagee:
Bearden, John L.	SouthTrust Bank of Alabama, Mational Association
Bearden, Cathy N.	
3496 Bearden Tene	P.O. Box 2554
Mailing Address Helene, AL 35080	Mailing Address
City State Zip	Birmingham, AL 35290 City State Zip
	•
	This instrument was propared by:
THE STATE OF ALABAMA	Andy Raine, Asst. Vice Pres
	P.O. Box 2554
Shelby County	Birmingham, AL 39290
KNOW ALL MEN BY THESE PRESENTS: That to	vicereas
•	03/17/1997-08111 2150 PM CERTIFIED
John L. Bearden, , Cathy N. Bearden	SHELBY COUNTY JUSCE OF PROBATE
	DOI: CHA 1066-00
	Land State Control Association
	004 SNA 1066.90 k of Alabams, National Association
with offices in <u>Sirmingham</u>	B-
with offices in <u>Sirmingham</u>	, Alabama, (together with its successors and assigns
with offices in <u>Sirmingham</u>	, Alabama, (together with its successors and assigns
with offices in <u>Sirmingham</u>	, Alabama, (together with its successors and assigns THOUSAND AND NO/100 Dollars (\$ 700,000.00
with offices in	, Alabama, (together with its successors and assigns THOUSAND AND NO/100 Dollars (\$ _700,000.00 or notes of even date herewith.
with offices in	, Alabama, (together with its successors and assigns THOUSAND AND NO/100 Dollars (\$ 700,000.00 or notes of even date herewith.
with offices in	, Alabama, (together with its successors and assigns THOUSAND AND NO/100 Dollars (\$ _700,000.00 or notes of even date herewith.
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with offices in	, Alabama, (together with its successors and assigns THOUSAND AND NO/100 Dollars (\$ _700,000.00 or notes of even date herewith.
NOW, THEREPORE, in consideration of the indebtedness descriptificiency of which are hereby acknowledged, and in order to secure the mortgage, and all other indebtedness is primary or secondary, directioned, whether such indebtedness is primary or secondary, directioning of the indebtedness and advance undersigned, whether such indebtedness is primary or secondary, directions and increases is primary or secondary, directions and indebtedness is primary or secondary.	Alabama, (together with its successors and assigns TRCUSARD AND NO/100 Dollars (\$ 700,000.00 Dollars (\$ 100,000.00 Dollars (\$ 100,000.
NOW, THEREPORE, in consideration of the indebtedness described to which are hereby acknowledged, and in order to secure the renewals, modifications and increases thereof and substitutions therefore mortgage, and all other indebtedness is primary or secondary, directionwise secured or not (all of the foregoing being sometimes references thereof and substitutions and advance and entire secured or not (all of the foregoing being sometimes references thereof as secured or not (all of the foregoing being sometimes references).	Alabama, (together with its successors and assigns TRCUSARD AND NO/100 Dollars (\$ 700,000.00 Dollars (\$ 100,000.00 Dollars (\$ 100,000.
NOW, THEREPORE, in consideration of the indebtedness description of which are bereby acknowledged, and in order to secure is renewals, modifications and increases thereof and substitutions therefore indestigned, whether such indebtedness is primary or secondary, directionary with all the covenants and stipulations hereinafter contained, John L. Bearden, Cathy N. Bearden	Alabama, (together with its successors and assigns Thruisand and Mo/100 Dollars (\$700,000.00 Thruisand and Mo/100 Dollars (\$700,000.00 The final scheduled maturity date of such note(s) is
NOW, THEREPORE, in consideration of the indebtedness description of which are hereby acknowledged, and in order to secure the renewals, modifications and increases thereof and substitutions therefor a mortgage, and all other indebtedness (including future loans and advance undersigned, whether such indebtedness is primary or secondary, directly secured or not (all of the foregoing being sometimes refer compliance with all the covenants and stipulations hereinafter contained, John L. Bearden, , Cathy N. Bearden	Alabama, (together with its successors and assigns TECHSAND AND MO/100 Dollars (\$ 700,000.00 Traces of even date herewith. The final scheduled maturity date of such note(s) is the payment and performance of the indebtedness described above, any extensions and all interest thereon, all sums advanced by Mortgages pursuant to the terms of this is) now or hereafter owed to Mortgages by any of the above-named or by any of the or indirect, contingant or absolute, matured or unmatured, joint or several, and to collectively in this mortgage as the "secured indebtedness"), and to secure the undersigned the bargain, sell, convey, assign, grant a security interest in, transfer and warrant units bargain, sell, convey, assign, grant a security interest in, transfer and warrant units.
NOW, THEREPORE, in consideration of the indebtedness description of which are bereby acknowledged, and in order to secure is renewals, modifications and increases thereof and substitutions therefore indestigned, whether such indebtedness is primary or secondary, directionary with all the covenants and stipulations hereinafter contained, John L. Bearden, Cathy N. Bearden	Alabama, (together with its successors and assigns THOUSAND AND MO/100 Dollars (\$ 700,000.00 or notes of even date herewith. The final scheduled maturity date of such note(s) is the payment and performance of the indebtedness described above, any extensions all interest thereon, all sums advanced by Mortgages pursuant to the terms of the set of indirect, contingant or absolute, matured or unmatured, joint or several, and to collectively in this mortgage as the "secured indebtedness"), and to secure the undersigned County, State of Alabama, viz:

together with all present and future leases and subleases thereof and of any part thereof, all rents, profits, royalties, and other income and revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining thereto, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinklers, smoke, fire and intrusion detection devices, trees, shrubs and flowers, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage (all of the foregoing real property, equipment, and fixtures being sometimes hereinafter called the "mortgaged property");

And together will all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property or on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes, without limitation, all lumber, bricks, building stones, building blocks, sand, cement, steel, roofing materials, paint, doors, windows, storm doors, storm windows, glass, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating, ventilating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, trees, shrubs and flowers, and in general all building materials, equipment, appliances and plants of every kind and character used or useful in connection with improvements to real property, provided, that to the extent the personal property described above consists of "household goods", as that term is defined in 12 C.F.R. Section 227.12 (d), Mortgagee's security interest in those household goods is limited to a purchase money security interest; and provided further, that if the mortgaged property includes the principal dwelling of any Mortgagor who is an individual, and if the securing by this mortgage only if all required notices of the right of rescission were timely and property given.

he proceeds of this loan have been applied on the purchase price of this property conveyed to

ortgagors simultaneously herewith.

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Page 1 of 4 1 lable

For the purpose of further securing the payment of all of the secured indebtedness Mortgagore represent, warrant, covenant and agree with Mortgagos, its seconders and unique, se follows:

- 1. That they are lawfully select in its and possessed of the mertgaged property except as otherwise supressly stated herein, they have a good right to eversy the same at aforesaid, they will warrant and forever defend the little of Mortgages to the mertgaged promises against the herbit claims of all persons whomsomers, and the mortgaged property is five and clear of all encounterances, encounter
- 2. That they will pay when due all taxes, assuments, and other liens or mortgages taking priority over this mortgage. If Mortgagors' interest in the mortgaged property or any part thereof is other than a freehold estate, Merigages agree to pay all rests and perform all economic due to be paid and performed under the losse or other agreement whereby such interest is created exactly when due, to maintain such losse or agreement in full force and effect in accordance with its terms, and not to attempt to assess or terminate the lease or agreement without Mortgager's prior written consent. If the inortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall pay and perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned and development, the bytess and shall pay and perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned and development, the bytess and regulations of the condominium or planned unit development, and all contituent documents.
- 3. That they will keep the buildings and other improvements now or hereafter located on the mortgaged property and all building materials, applicance, equipment, flatters and fittings now or hereafter located on the mortgaged property and like either personal property described above continuously insured against loss or descape, including builder's risk (including so-called extended coverage), wind and such other hexards (including flood and water descape) as Mortgages may specify from time to time, and including builder's risk (including so-called extended coverage), wind and such other hexards (including flood and water descape) as Mortgages may specify from time to time, and including builder's risk (including so-called extended coverage), with loss, if say, parable to Mortgages under a standard mortgage's closure providing at least 30 days action to Mortgages before coverage if this is a construction mortgage, with loss, if say, parable to Mortgages under a standard mortgages's election, cortificates thereof, and will pay the premium cancellation or lapse of such insurance, and will deposit with Mortgages policies of such insurance and included and make for the Mortgages as the same become the Mortgages whereas an election makes or a solicie insurance included and make for the Mortgages thereon. therefor as the same become due. Mortgagors may provide such insurance through an existing policy or a policy or policies independently obtained and paid for by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagors of Mortgagors may, for reasonable cause, return to accept any policy of insurance officed or obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagor of any loss of damage to the mortgaged property from any came whatever. If Mortgagers fall to keep said property insured as above specified, Mortgages may hause said property for any loss of damage to the mortgaged property from any came whatever. If Mortgagers fall to keep said property insured as above specified, Mortgages and Mortgages or for the bessell of its insurable value or the unpaid balance of the secured indebtedness against loss by fire, wind and other hazards for the bessell of Mortgages's election. The proceeds of all insurance on the mortgaged property and the other personnel property described above that he paid by the insurer to Mortgages alone, at Mortgages's election. The proceeds of all insurance on the mortgaged property and the other personnel property described above that he paid by the insurer to Mortgages, which is hereby granted full power to settle and compromise chiess under all policies, to endorse in the name of Mortgages any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Insurance proceeds collected by or paid to Mortgages may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the improvements on the mortgaged property, at Mortgages's election. No crediting of insurance proceeds to the secured indebtedness and no application of insurance proceeds to repairing or reconstructing temprovements on the mortgaged property shall extend or postpone the due date of any scheduled payments of the secured indebtedness or reduce the amount of such payments. In the event of a dispute with any insurer regarding coverage, the associat of may loss, or the like, Mortgages may bring an action or join in any action against the insurer, at Mortgages's election. If Mortgages election and to bring an action or to join in any action and Morigagors elect to pursue any claim or action against the insurer, Morigagors agree to do so solely at their expusse, and Morigagore walve any right to require Mortgages to join in the claim or action or to charge Mortgages with any part of the expenses of the claim or action even if Mortgages benefits from it.
- 4. That commencing upon written request by Mortgages and continuing until the secured indebtedness is paid in full, Mortgagors will pay to Mortgages descurrently with, and on the due dates of, payments on the secured indubtedness a sum equal to the ground rents, if any, sent due on the mertgaged property, plus the promisens that will next become due and payable on policies of fire and other hexard insurance covering the mortgaged property, plus water rents, fire district charges, term and accommons and due on the mortgaged property (all as estimated by Mortgages), less any sums already paid to Mortgages therefor, divided by the number of mouths or other payment periods to elapse before one mouth property (all as estimated by Mortgages), less any sums already paid to Mortgages therefor, divided by the number of mouths or other payment periods to elapse before one mouth or payment period prior to the date when such ground rents, premiums, water rents, the district charges, term and assessments will become due, such some to be held by Mortgages to pay said ground rents, premiums, water rents, the district charges, term and assessments. All amounts mentioned in the preceding sentence and the associate scheduled to be paid to pay said ground rents, premiums, water rents, the district charges, term and assessments. All amounts mentioned in the preceding sentence and the associate scheduled to be paid on the secured indebtedness shall be added together and the aggregate amount thereof shall be pold by Mortgagon such month or other payment period in a single payment to be applied by Mortgages to the following Bonn in the order set forth: (a) ground rests, tanes, water rests, the district charges, assessments, the and other hursed insurance premiums; (b) interest on the secured indebtedness; and (c) the balance, if any, shall be applied toward the payment of the principal sum of the secured indebtedness; and (c) the balance, if any, shall be applied toward the payment of the principal sum of the secured indebtedness; and (c) the balance, if any, shall be applied toward the payment of the principal sum of the secured indebtedness; and (c) the balance, if any, shall be applied toward the payment of the principal sum of the secured indebtedness; accumulated under this paragraph after payment of the Herne herein mentioned shall be credited in calculating the mouthly or other periodic payments of the same enture required hereunder in the subsequent year, but it the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall forthwith pay the deficiency upon demand. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgages after default, any remaining belance of the expensalations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the forectours sale or as of the date the property is otherwise acquired.
- 5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or therwol, and they will keep the same repaired and at all times will maintain the same in as good condition as it now is, reasonable weer and tear alone excepted. If Mortgagore fall to make repaire to the mortgaged property. Mortgages may make such repairs at Mortgagors' expense. Mortgages, its agents and employees, may outer the mortgaged property and any improvements thereon at any reasonable time for the purpose of impacting or repairing such improvements.
- 6. That upon failure of Morigagors to perform any covenant herein made, Morigages shall have the right and power, at its election, to perform such act on behalf of Morigagors, but Mortgagee shall have no duty to perform such act or to give notice of its intention not to perform, whether or not it has performed or given notice of its intention not to perform on one or more previous occasions. All amounts expended by Mortgages for insurance or for the payment of taxes or assessments or to discharge Sens or mortgages on the mortgaged property or other obligations of Mortgages or to make repairs to the mortgaged property or other obligations of Mortgages or to make repairs to the mortgaged property or other obligations of Mortgages or to make repairs to the mortgaged property or other obligations of Mortgages or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgages, shall be principal sum of the note described above, or if no such rate of payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the rate of 8% per assum from the date of payment by Mortgages until date paid by Mortgagers, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reliablene Mortgagoe for all assourts so expended, at the election of Mortgagoe and with or without notice to any person, Mortgagoe may declare the entire secured indebtedness to be due and psyable and may foreclose this mortgage as hereinafter provided or and with or without notice to any person, Mortgagoe may declare the entire secured indebtedness to be due and psyable and may foreclose this mortgage as hereinafter provided or as provided by law.
- 7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be deemed a waiver of the right to exercise such option or to declare such forfeiture either as to past, present or future defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or performance of other obligations of Mortgagors by Mortgagoe shall not constitute or be deemed to be a waiver of the right to accelerate the maturity of the secured indebtedness by reason of the faiture of Mortgagors to procure such insurance or to pay such taxes, tiens, or sensurizents or perform such other obligations. It being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by a writing signed by Mortgagee.
- 8. That those Mortgagors who are obligated to pay the secured indebtedness will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, and any extensions, renewals or increase thereof, and any other notes or obligations of such Mortgagors to Mortgagos, whether now or hereafter incurred, provided that, notwithstanding any provision of this mortgage to the contrary, those Mortgagors who are not obligors on any of the secured indebtedness make the conveyances, grants, representations and warranties herein made by Mortgagors, but are not personally obligated to pay any sum of money or perform any affirmative act under this mortgage.
- 9. That whether or not default has been made in the payment of any of the secured indebtedness or in the performance of any of the terms or conditions of this mortgage, Morigages may give notice of the assignment of rents, royalties, income and profits herein made and may proceed to cettect the rents, royalties, income and profits from the mortgaged property, either with or without the appointment of a receiver, at Mortgagee's election (to which appointment Mortgagers hereby consect). Prior to any such notification by Mortgages, Mortgagors shall have a limited bronce, terminable at will by Mortgages, to collect such rents and other payments and to apply the same in whole or in past to the payment of the secured indebtedness as and when due. Any rests, royalties, income and profits collected by Mortgages prior to forestceure of this mortgage, but the costs of collecting the same, including any real estate or property management commissions and attorney's feet incurred, shall be credited first to advances made by Mortgager pursuant to the terms of this mortgage and the interest thereon, then to interest due on the secured indebtedness, and the remainder, if any, shall be held as cash cultureral for the secured indebtedness or applied toward the payment of the principal sum of the secured indebtedness, at Mortgague's election.
- 10. That, unless Morigages's written consent has been obtained in advance, (a) they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagors, (b) they will not cut, remove, sell or contract to sell any standing timber from the mortgaged property, and (c) they will not sell, makes, transfer, convey, lease, or subjet all or any part of the mortgaged property or any oil, gas or mineral rights or other interest therein, excluding only (I) the creation of a lies or escumbrasce expressly subordinate to this mortgage, (ii) the creation of a purchase money security interest for household uppliances, or (iii) a trunsfer by devise, descent or by operation of law upon the death of a joint tenant. Mortgages may condition its consent to any such transfer of pomention of, or an interest in, the mortgages may condition its consent to any such transfer of pomention of, or an interest in, the mortgages may condition its consent to any such transfer of pomention of, or an interest in, the mortgages may condition its consent to any such transfer of pomention of, or an interest in, the mortgages may condition its consent to any such transfer of pomention of, or an interest in, the mortgages may condition its consent to any such transfer of pomention of, or an interest in, the mortgages may condition its consent to any such transfer of pomention of, or an interest in, the mortgages may condition its consent to any such transfer of pomention of, or an interest in, the mortgages may condition its consent to any such transfer of pomention of, or an interest in, the mortgages may condition its consent to any such transfer of pomention of the consent in t transferoe's agreeing to pay a greater rate of interest on all or any past of the secured indebtedness or to adjust the payment schedule of all or any part of the secured indebtedness. and upon Mortgagee's approval of the creditworthiness of the transferre and the transferree's payment to Mortgagee of a reasonable transfer or assumption for.
- 11. That, except as otherwise expressly disclosed by Mortgagors to Mortgages in writing on the date of this mortgage, no Hexardous Substance (as defined below) has been spilled, released, discharged, or disposed of on or under the mortgaged property by Mortgagors or, to the best of Mortgagors' knowledge, by any third party or any predocumer in interest or title to Morigagors; no underground storage tanks, whether in use or not in use, are located in, on or under any part of the mortgaged property; Mortgagon and the interest or title to Mortgagors; no underground storage tanks, whether in use or not in use, are streamental and Mortgagors will at all times cause the mortgaged property mortgaged property are in compliance with all applicable local, state and faderal environmental laws and regulations, and Mortgagors will at all times cause the mortgaged property mortgaged property are in compliance with all applicable local, state and faderal environmental interests or any inclividual or entity claiming violation of any to continue to be in compliance therewith; no notice has been received by Mortgagor from any governmental authority or any individual or eatily claiming visit environmental protection law or regulation, or demanding compliance with any environmental protection law or regulation, or demanding payment, indemaily, or contribution for any environmental demage or injury to netural resources, relating in any way to the mortgaged property, and Mortgagors will notify Mortgagors promptly in writing if any such notice is hereafter received by Mortgagors; and any Hazardous Substance used or produced in Mortgagors' business will be med, produced, stered, and disposed of in strict compliance is hereafter received by Mortgagors; and any Hazardous Substance used or produced in Mortgagors' business will be med, produced, stered, and disposed of in strict compliance with all applicable environmental leve and regulations. Mortgagors will notify Mortgagoe immediately if any Hazardous Substance is spilled, released or discovered on or mader the mortgaged property, and Mortgagors will take or cause to be taken such remedial action and work as may be accountry to be performed on the mortgaged property in order to remedy such spilled, released or discovered Hazardous Substance and to obtain a certificate of remediation or other certificate of compliance from all applicable governmental authorities. Upon Mortgages's request, Mortgagors will promptly obtain, at Mortgagors' expense, and deliver to Mortgages an environmental impaction report or update of a previous report, in form acceptable to Mortgages, prepared by a competent and reputable suvironmental engineer reasonably estimation to Mortgages. As used herein, the term Hazardous Substance" includes, without limitation, any aspestos, area formaldehyde form insulation, explosive, radioactive material, hazardous waste. hazardous or toxic substance, or related or unrelated substance or material which is defined, regulated, controlled, limited or prohibited in or by the Comprehensive Bardronmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. Sections 9601 et. seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1981 et. seq.), the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. Sections 6901 et. seq.), the Clean Water Act (33 U.S.C. Sections 1251 et. seq.), the Clean Air Act (42 U.S.C. Sections 7401 et. seq.), the Toxic Substances Control Act (13 U.S.C. Section 2601 et. seq.), se any of the foregoing is now or bereafter senended, or in any other faderal, state or local environmental law, ordinance, rule or regulation now or hereafter in effect.
- 12. That Mortgagors will indemnify and hold Mortgagoe harmious from and against any and all loss, cost, demage, claim, liability and expense (including attorneys' free and illigation expenses) incurred by Mortgages on account of breach by Mortgagors' of any representation, warranty or covenant set forth in paragraph 11, above, or Mortgagors' fellers to perform any covenant or obligation under paragraph 11, or Mortgagors' or the mortgaged property's failure to comply fully with all surfronmental laws and regulations, or any other matter related to environmental conditions on, under or affecting the mortgaged property. This paragraph 12 shall survive payment of the secured indebtedness, termination of the other provisions hereof, and exercise by Mortgages of the power of sale herein contained.
- 13. That if the "Construction Mortgage" box is marked on Page 3, this mortgage is a construction mortgage which secured an obligation incurred for the acquisition costs of the mortgaged property and/or the construction of an improvement on such property, and Mortg with Mortgages with regard to such improvement.
- 14. That all of the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and susigns, and that such covenants and agreements and all options, rights, privileges and powers herein gives, granted or recured to Mortgages shall inser to the bessell of Mortgages and in successors and assigns. As used in this mortgage, the term "Mortgagors' size means "Mortgagors, or any of them;" the singular includes the phoral, and vice versa; and the use of one gender includes all other genders. The obligations of Mortgagors hereunder are joint and several. The provisions of this mortgage and of the note or notes secured hereby are severable, and the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage. this mortgage or of such note or notes. The remedies provided to Mortgages berein are cumulative with the rights and remedies of Mortgages under any other agreement, at how and in equity, and such rights and remedies may be exercised concurrently or consecutively. Time is of the exercise with respect to every coverant contained in this mortgage. This mortgage also constitutes a financing statement, and a carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay and discharge all the secured indebtedness (including, without limitation, all ententions, renewals and increases of the original indebtedness and all future advances) as the same shall become due and payable and shall in all things do and perform all acts and covenants by them herein agreed to be done or performed in strict accordance with the tenor and effect thereof, and if there is no outstanding commitment or agreement by Mortgages to make advances, incur obligations or otherwise give value under any agreement, including, without limitation, agreements providing for future advances, open-end, revolving or other lines. of credit, or letters of credit, then and in that event only this conveyance and the security interest herein granted shall be and become suil and void (except the agreements of indemnity made in paragraph 12, on Page 2, which shall survive termination of this mortgage); but should default be made in the payment when due (whether as originally acheduled or upon acceleration of maturity) of the secured indebtedness or any part thereof or any renewals, extensions or increases thereof or any interest thereon or should default be made in the repayment of any sum expended by Mortgages under the authority of any provision of this mortgage, or should the interest of Mortgages in the mortgaged property or any of the personal property described above become endangered by remon of the enforcement of any lies or encumbrance thereon, or should a politica to condemn all or any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or should any law, either state or federal, be pessed imposing or authorizing the imposition of a specific tax upon this mortgage or the secured indebtedness or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or should at any time any of the covenants contained in this mortgage or in any note or other evidence of secured indebtedness be declared invalid or unemforceable by any court of competent jurisdiction, or if any of the Mortgagors in a corporation and should any owner of the voting stock of such corporation sell or otherwise transfer 5% or more of the outstanding voting stock of such corporation to any other person or entity, or if any of the Mortgagors is a partnership (general or limited) and should the partnership dissolve or should any general partnership withdraw, be replaced by the limited partners, die or become incompetent, or should Mortgagors fall to do and perform any other act or thing herein required or agreed to be done. then in any of said events the whole of the secured indebtedness, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreciosure at the option of Mortgagos, notice of the exercise of such option being hereby expressly waived by Mortgagon, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same (or such part or parts thereof as Mortgagee may from time to time elect to sell) at the front or main door to the courthouse of the County (or the division thereof) where and property, or any substantial and material part of said property, is located, at public outcry for cash, after first giving notice of the description of the property to be sold and the time, place and terms of such said by publication once a week for three consecutive weeks prior to said sale in some newspaper published in the county or counties in which the property to be sold is located (or if no newspaper is published in any such county, then in a newspaper published in an adjoining county); and upon the payment of the purchase price, Mortgages or the suctioneer at said sale is authorized to execute to the purchaser for and in the name of Mortgagors a good and sufficient deed to the property sold. Mortgagos shell apply the proceeds of any sale or sales under this mortgage as follows: First, to the expenses of advertising, seiling, preparing the property for sale, and conveying, including reasons sitorneys' fees incurred by Mortgages in connection with any proceeding seeking to enjoin the foreclosure of this mortgage or otherwise challenging the right of Mortgages to foreclose this mortgage or sell any of the mortgaged property under this mortgage and attorneys' feet incurred in connection with any appeal); second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, accomments, and other liens and mortgages, and in making repairs, with interest thereon; third, to the payment of the secured indebtedness and interest thereon in such order as Mortgages may elect, whether such debts shell or shell not have fully matured at the date of said sale; and fourth, the belance, if any, to be paid over to Mortgagors or to whomsoever then appears of second to be the owner of Mortgagors' interest in said property. Mortgagee may bid and become the purchaser of the mortgaged property at any sale hereunder. Mortgagees hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Mortgages may, at its election, sell said property on masse regardless of the number of parcels hereby conveyed. The power of sair granted herein is a continuing power and shall not be fully exercised until all of the mortgaged property not previously sold shall have been sold or all of the indebtedorm and other obligations secured hereby have been satisfied in full. And upon the occurrence of any such event described above, with respect to all of the mortgaged property which is personal property, Mortgagee shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, and shall have, without limitation, the right to take possession of any of the property herein transferred which is personal property and, with or without taking possession thereof, to sell the same at one or more public or private sales, or to proceed at to both the real property and personal property is accordance with Mortgagee's rights and remodies in respect of the real property, at the election of Mortgagee. At Mortgagee's request, Mortgagors agree to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagors hereby waive, to the extent permitted by law, any requirement of a judicial hearing and notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of said property, or of any part thereof, will be held and agree that any required notice which cannot be waived shall be sufficient if delivered to Mortgagors or mailed to Mortgagors at the address set forth above, or such other address as Mortgagors shall have furnished to Mortgagors in writing for that purpose, not less than five days before the date of such sale or other intended disposition of said property.

Cons	truction mortgage. If this box is marked, this mortgage is	a construction mortgage.				
	NESS WHEREOF, each of the undersigned has hereunte		and sent or has coursed the		and (and its seek to be affi 	ned harrio)
by its office	r(s) or partner(s) thereunto duly authorized, this	Jefin is	Beardert 7	Blara		(1 \$)
						(L.S.)
•	•	,		<u></u>	······	(L_S.)
ATTEST_			<u> </u>	<u> </u>		
Ì	(Corporate Seal)	Вэ	<u></u>	<u>.</u> <u>-</u> -	· 	
		Ita	<u> </u>	·- ·- · · ·	<u>,,,,</u>	·
(If record) Ala. Code	ng privilege tax is not being paid at time of recording on Section 40-22-2(2)b.)	the maximum sum whic	h might be drawn under	the secured indebtednes	a, complete the following	pursuant to
l certify th	e amount of indebtedness presently incurred is \$	700,000.00	<u> </u>	Authorities	Karry i for Mortgages	<u>4</u> 10

Page 3 of 4 11 B lablas

E STATE OF ALABAMA.	
Sheller COUNTY	
I, the undersigned, a Notary Public in and for said Cour	nty, in said State, hereby certify that
John L. Bearde n	whose name
illes signed to the foregoing conveyance and who	15 known to me, acknowledged before me on this day that, being
med of the contents of the conveyance, he executed the	e same voluntarily on the day the same bears date.
Given under my hand and official seal this	day of March 1927.
(Notarial Scal)	I flut Math
2-13-9	Notary Public
E STATE OF ALABAMA,	INDIVIDUAL ACKNOWLEDGMENT
COUNTY	
I, the undersigned, a Notary Public in and for said Cou	enty, in said State, hereby cortify that
Cathy N. Bearden	whose name
Was signed to the foregoing conveyance and who	known to me, acknowledged before me on this day that, being
ormed of the contents of the conveyance, he executed the	ne same voluntarily on the day the same bears date.
ormed of the contents of the conveyance, is is	day of March . 1997
Given tinger my haird and ornean sour thus	
	Ho Mat
(Notarial Seal) $2-13-98$	Notary Public
	CORPORATE ACKNOWLEDGMENT
IE STATE OF ALABAMA,	
COUNTY	in said State hereby cortify that
I, the undersigned, a Notary Public in and for said Co	whose name as Presiden
	, a corporation, is signed to the foregoin
the	
	this day that, being informed of the contents of the conveyance,he, a
ch officer and with full authority, executed the same voluntarily for	
Given under my hand and offical scal this	* 1999-04311
(Notarial Scal)	Notary Publ
HE STATE OF ALABAMA, Q3/	17/1997-08111 O PM CERTIFIED PARTNERSHIP ACKNOWLEDGMEN
COUNTY 12:5	W CHENTY JUDGE OF PROBATE
I, the undersigned, a Notary Public in and for said Co	O PM CERT PROBATE OURTY JURGE OF PROBATE OURSEY, Sim said 1 March, hereby certify that
whose n	ame as general partner of
general) (limited) partnership, is signed to the foregoing conveys	ince, and who is known to me, acknowledged before me on this day this
eing informed of the contents of the conveyance, he, as such	h general partner and with full authority, executed the same voluntarily f
•	
nd as the act of said partnership.	
_	
Given under my hand and offical seal this	day of
_	day of
Given under my hand and offical seal this	day of
Given under my hand and officel seel this	day of Notary Full
Given under my hand and offical seal this (Notarial Seal) AFTER RECORDING PLEASE RETURN TO	Notary Feb. REAL ESTATE MORTGAGE,
Given under my hand and officel seel this (Notarial Seei) AFTER RECORDING PLEASE RETURN TO SouthTrust Bank of Alabama N.A.	REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND
Given under my hand and officel seel this (Notarial Seel) AFTER RECORDING PLEASE RETURN TO SouthTrust Bank of Alabama N.A. P.O. Box 2554 Attn: Business Center	Notary Feb. REAL ESTATE MORTGAGE,
Given under my hand and officel seel this (Notarial Seei) AFTER RECORDING PLEASE RETURN TO SouthTrust Bank of Alabama N.A.	REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND
Given under my hand and official seal this (Notarial Seal) AFTER RECORDING PLEASE RETURN TO SouthTrust Bank of Alabama N.A. P.O. Box 2554 Attn: Business Center Birmingham, Al 35290	REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND
Given under my hand and official seal this (Notarial Seal) AFTER RECORDING PLEASE RETURN TO SouthTrust Bank of Alabama N.A. P.O. Box 2554 Attn: Business Center Birmingham, Al 35290 THE STATE OF ALABAMA	REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT
Given under my hand and official seal this (Notarial Seal) AFTER RECORDING PLEASE RETURN TO SouthTrust Bank of Alabama N.A. P.O. Box 2554 Attn: Business Center Birmingham, A1 35290 THE STATE OF ALABAMA COUNTY, Office of the Judg	REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT
AFTER RECORDING PLEASE RETURN TO SouthTrust Bank of Alabama N.A. P.O. Box 2554 Attn: Business Center Birmingham, Al 35290 THE STATE OF ALABAMA COUNTY, Office of the Judg I hereby certify that the within mortgage was filed in this	REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT
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