

11/03/1998-43206  
09:23 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 CRH 484.50

## ACCOMMODATION MORTGAGE

Invt # 1998-43206

WHEREAS, Robert B. Connor, D.M.D., P.C. (hereinafter called "Borrower") is justly indebted to Mortgagee in the principal sum of Six Hundred Forty-Six Thousand and No/100 Dollars (\$646,000.00) (the "Loan"), with interest thereon, as evidenced by a Tenant Improvements Note of even date herewith in said principal sum (as the same may be amended from time to time, the "Promissory Note") (the Promissory Note and each of the other "Loan Documents" as defined in the Promissory Note hereinafter collectively called the "Loan Documents");

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And Whereas, Mortgagors agreed that this Mortgage should be given to secure the prompt payment of all indebtedness owing by Borrower under the Promissory Note and each of the Loan Documents relating to the Loan, the prompt performance by Borrower of all of Borrower's obligations arising in connection with the Loan under the Loan Documents, and the prompt performance of all obligations of the Mortgagors under the Guaranty (collectively, the "Secured Obligations").

NOW THEREFORE, in consideration of the premises, said Mortgagors do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

SUBJECT TO those matters set forth on Exhibit A attached hereto and made a part hereof.

Said property is warranted free from all encumbrances and against any adverse claims, except as set forth on Exhibit A hereto.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever; and for the purpose of further securing the payment and performance of the Secured Obligations, the undersigned agree 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 the Secured Obligations, the undersigned agree to keep the 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; and if the undersigned fail to keep said property insured as above specified, or fail 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 the indebtedness secured hereby, 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 at the "Default Rate" defined in the Promissory Note from date of payment by said Mortgagee, or assigns, and be at once due and payable. This Mortgage may not be assumed, assigned or transferred without the prior written approval of the Mortgagee. This Mortgage shall also become in default if the Borrower shall become in default under the terms and conditions of the Promissory Note or if Borrower or Mortgagors shall become in default under any of the other Loan Documents, including, without limitation, the Guaranty.


Upon condition, however, that if all indebtedness secured by this Mortgage be paid according to the tenor and effect thereof when the same shall become due and payable as provided for in the Loan Documents, and should Mortgagors and Borrower perform all covenants contained in the Loan Documents in a timely manner, and should Mortgagors reimburse 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 Borrower or Mortgagors become in default under the terms of any of the Loan Documents, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or 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, 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 main or front door of the courthouse 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 Mortgagors, and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns for the foreclosure of this Mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.



IN WITNESS WHEREOF, the undersigned Mortgagors have executed this Mortgage  
as of the 21st day of October, 1998.

  
Robert B. Connor

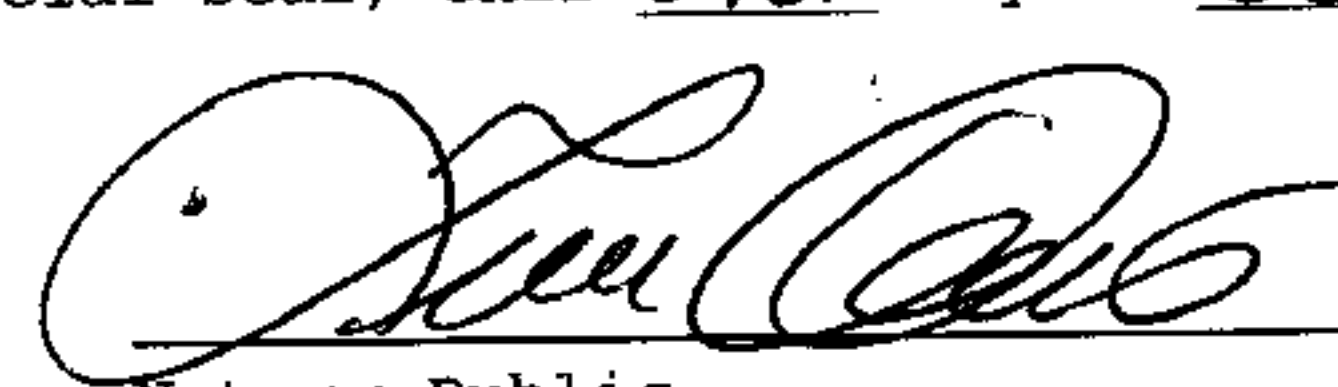
  
Janis B. Connor

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that Robert B. Connor, whose name 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 such conveyance, he executed the same  
voluntarily as of the day the same bears date.

Given under my hand and official seal, this 21st day of October,  
1998.

(SEAL)

  
Notary Public


My Commission Expires: 2-13-99

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that Janis M. Connor, whose name 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 such conveyance, she executed the same  
voluntarily as of the day the same bears date.

Given under my hand and official seal, this 21st day of October,  
1998.

(SEAL)

  
Notary Public

My Commission Expires: 2-13-99

EXHIBIT A

LEGAL DESCRIPTION AND TITLE EXCEPTIONS

The following described property situated in Shelby County, Alabama:

Lot 186A, according to a Resurvey of Lots 174-184; 186-195, Shoal Creek, as recorded in Map Book 9, Page 113 A & B in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. General and special taxes for the current year and subsequent years.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto, as recorded in Volume 129, Page 294.
3. Right of way, easements and rights in connection therewith granted to the Water Works Board of the City of Birmingham in Deed Volume 301, Page 298.
4. Right of Way granted to South Central Bell Telephone Company by instrument(s) recorded in Deed Volume 306, Page 242 and Deed Volume 356, Page 420.
5. Restrictions appearing of record in Misc. Volume 19, Page 861, amended by Misc. Volume 23, Page 564 and Misc. Volume 23, Page 567 and as shown on the recorded Map.
6. Right of Way granted to Alabama Power Company by instrument(s) recorded in Misc. Volume 21, Page 855; Volume 308, Page 651; and Volume 318, Page 588.
7. Agreement with Alabama Power Company for underground residential distribution, as recorded in Book 106, Page 519 and re-recorded in Book 117, Page 601.
8. Mortgage executed by Robert B. Connor and Janis Bellew Connor to Collateral Mortgage, Ltd., recorded in Instrument #1993-38390, re-recorded in Instrument #1994-16494, and last transferred and assigned to New South Federal Savings Bank by instrument recorded in Instrument #1994-15760, re-recorded in Instrument #1995-3518.

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