

This instrument was prepared by Peggy Johnston

(Name) First Federal Savings Bank

(Address) 1630 4th Avenue North
Bessemer, AL 35020

MORTGAGE

STATE OF AL

Shelby County } **COUNTY**
Mark-Point Properties, Inc. an Alabama Corporation

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to First Federal Savings Bank

(hereinafter called "Mortgagee", whether one or more), in the sum of

One Million Eight Hundred Thousand and 00/100

Dollars (\$ 1,800,000.00).

evidenced by Promissory note of even date herewith and payable in the manner provided in said note.

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 Mortgagors, Mark-Point Properties, Inc. an Alabama Corporation

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County County, State of AL, to-wit:

SEE ATTACHED EXHIBIT " A "

Inst # 1999-13712

04/01/1999-13712
10:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CRH 2716.00

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.


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 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, first above named undersigned agrees 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 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 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 Mortgagees 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 incumbrance 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 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 incumbrances, 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 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 agree 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.

STONE, PATTON, KIERCE & FREEMAN
POST OFFICE BOX 237
BESSEMER, ALABAMA 35021

IN WITNESS WHEREOF the undersigned Mark-Point Properties, Inc. an Alabama Corporation

have hereunto set _____ signature(s) and seal, this 30th day of March, 1999


Mark-Point Properties, Inc
By: Robert E. Paden, It's President (SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA
JEFFERSON COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
Robert E. paden

whose name as PRESIDENT of Mark-Point Properties, Inc.

a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 30th day of March, 1999



Notary Public
1-3-00

EXHIBIT " A "

Part of the NE 1/4 of NW 1/4 of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the southwest corner of said 1/4-1/4 section, run in a northerly direction along the west line of said 1/4-1/4 section for a distance of 517.05 feet, more or less, to an existing iron pin; thence turn an angle to the right 89 degrees, 32 minutes, 15 seconds and run in an easterly direction for a distance of 69.33 feet, more or less, to an existing iron pin being on the east right of way line of Caldwell Mill Road and being the point of beginning; thence continue along last mentioned course for a distance of 556.39 feet to an existing iron pin; thence turn an angle to the right of 90 degrees, 27 minutes, 14 seconds and run in a southerly direction for a distance of 204.51 feet to an existing iron pin being on the north right of way line of Valleydale Road; thence turn an angle to the right (72 degrees, 24 minutes, 15 seconds to chord) and run in a southwesterly direction along the curved northwest right of way line of said Valleydale Road (said curve being concave in a southeasterly direction and having a radius of 723.85 feet and a central angle of 31 degrees, 12 minutes, 22 seconds) for a distance of 394.24 feet to an existing iron pin; thence turn an angle to the right (32 degrees, 28 minutes, 34 seconds from last mentioned chord line) and run in a northwesterly direction for a distance of 100.00 feet to an existing iron pin being on the east right of way line of Valleydale Road; thence turn an angle to the right and run in a northwesterly and northerly direction along said east right of way line of Valleydale Road for a distance of 306.57 feet, more or less, to the point of beginning.

Paul E. Edm 3/30/99


Description of property in mortgage from Mark=Point Properties, Inc. to First Federal Savings Bank, dated March 30, 1999.

RIDER TO MORTGAGE AND NOTE

THIS RIDER, dated this 30th day of March, 1999, is incorporated into and shall be deemed to amend and supplement the Mortgage and Note of even date herewith given by the undersigned, Mark-Point Properties, Inc, the Borrower(s), and First Federal Savings Bank (formerly First Federal Savings and Loan Association of Bessemer), the Lender, as follows:

- Expenditures by Lender, Indebtedness to Lender.** It is expressly understood and agreed that the Mortgage and Note will secure any future indebtedness of the Borrower to Lender regardless of the amount and source. The Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, including, but not limited to paying: any sum secured by a lien which has priority over this Security Instrument, liens, satisfaction of sewer assessments, satisfaction of municipal assessments, expenses for court appearances, subpoenas witness fees, reasonable attorney's fees, taxes, insurance, credit life insurance, disability insurance, mortgage insurance, flood insurance, title updates, appraisals, bankruptcy and lien searches, advertising, certified mail charges, postage, foreclosure expenses, travel, repairs, demolition, blasting, storage of personal property left on the subject property after abandonment or foreclosure, mowing of grass, cleaning of the premises, changing of locks, locksmith charges, defending the title rights and priority of the mortgage, charges for appraisal fees and credit reports for refinances, refinance charges, and any other item or expense Lender may pay or advance in connection with this Mortgage. Any of the foregoing and any check returned on Borrower's account together with the insufficient check charge, late charges and any expense incidental thereto, and any accrued interest remaining unpaid at the end of a month when same is due shall become additional debt of Borrower secured by this Security Instrument and shall bear interest at the Note rate in effect from the date of disbursement, accrual or the date of charge back as the case may be.
- Late Payments.** If any monthly payment is not received by Lender or the Holder of the Note and Mortgage on or before the 15th day of the month in which such payment was due unpaid interest, late payment charges, and any other amounts unpaid, continue to accumulate to be paid from the proceeds of subsequent payments, but shall not be added to the principal balance. The principal balance together with interest thereon at the applicable Note rate may be increased at any time in accordance with the terms of this Rider and of Paragraph 7 of the Mortgage executed simultaneously herewith
- Lender in Possession.** Upon acceleration under Paragraph 21 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.
- The invalidity of any provisions of the Note, Mortgage or this Rider shall not affect the validity of other provisions.

BY SIGNING BELOW, Borrower(s) accepts and agrees to the terms and covenants contained in this Rider.

 (SEAL)
Mark-Point Properties, Inc
By: Robert E. Paden, It's President

(SEAL)

Inst # 1999-13712

04/01/1999-13712
10:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
ODA CRH 2716.00