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**AMENDMENT
TO
AMENDED AND RESTATED
REAL ESTATE
MORTGAGE AND SECURITY AGREEMENT
and
ASSIGNMENT OF RENTS AND LEASES**

THIS AMENDMENT amends that certain Amended and Restated Real Estate Mortgage and Security Agreement (hereinafter "Mortgage") executed on March 6, 1998 by **WILSON OIL COMPANY, INC.**, and **Raymond K. Wilson** and **Frances R. Wilson** (also known as **Frances J. Wilson**), husband and wife, and **Raymond E. Wilson**, an ~~un~~married man (hereinafter "Mortgagor") and that certain Assignment of Rents and Leases (hereinafter "Assignment") executed on March 6, 1998, by Mortgagor, and is in favor of **THE BANK** (hereinafter "Bank")

WHEREAS, the Mortgage is recorded as Instrument **9803/5030** in the Office of the Judge of Probate of Jefferson County, Alabama, and as Instrument **9860/7742** in the Office of the Judge of Probate of Jefferson County, Alabama (Bessemer Division) and pertains to the property described as Parcel I, II, III, IV, and V on Exhibit "A" attached hereto. A true and correct copy of the Mortgage is attached hereto as Exhibit "B".

WHEREAS, the Assignment is recorded as Instrument **9803/5031** in the Office of the Judge of Probate of Jefferson County, Alabama, and as Instrument **9860/774** in the Office of the Judge of Probate of Jefferson County, Alabama (Bessemer Division) and pertains to the property described as Parcel I, II, III, IV, and V on Exhibit "A" attached hereto. A true and correct copy of the Assignment is attached hereto as Exhibit "C".

WHEREAS the Mortgage and Assignment was assigned by **PORTER FINANCIAL CORPORATION** to **THE BANK** (hereinafter "Bank") by an Assignment of Note and Security recorded as instrument **9907/0544** in the Office of the Judge of Probate of Jefferson County, Alabama, and attached hereto as Exhibit "D".

WHEREAS, the Mortgage and Assignment secured a Note from **WILSON OIL COMPANY, INC.** (hereinafter "Borrower") in the original principal amount of \$414,700.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage and Assignment a mortgage tax of \$622.05 was paid.

WHEREAS, Borrower has now requested Bank to lend Borrower an additional \$83,036.37, and Bank is agreeable to making such advance, provided among other things i) Mortgagor enters into this Amendment, and causes this additional advance to be secured by the Mortgage and Assignment, and ii) Mortgagor causes the Mortgage and Assignment to be amended to add and include the property described as Parcel VI, VII, and VIII on Exhibit "A"

AMEND.mtg 5/12/99 11:05am

**05/19/1999-21114
01:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
045 HNS 125.00**

Inst # 1999-21114

COPY

attached hereto.

WHEREAS the property described on Exhibit "A" is not the homestead of Mortgagor nor of Mortgagors' spouses.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage and Assignment is hereby amended as follows:

- 1). Henceforth the Mortgage and Assignment shall specifically secure not only the \$414,700.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$83,036.37 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "Secured Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$414,700.00 Note executed on March 6, 1998 and all interest thereon, and all extensions and renewals thereof, but also the \$83,036.37 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.
- 3). The term "Note" and "Loan" as used in the Assignment shall be defined to mean not only the indebtedness evidenced by the \$414,700.00 Note executed on March 6, 1998 and all interest thereon, and all extensions and renewals thereof, but also the \$83,036.37 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.
- 4). The Mortgage is hereby amended to add thereto, in addition to the property described as Parcel I, II, III, IV, and V on Exhibit "A", the property described as Parcel VI, VII, and VIII on Exhibit "A" and by this reference the property described as Parcel VI, VII, and VIII on Exhibit "A" attached hereto are hereby added to the Mortgaged Property.
- 5). The Assignment is hereby amended to add thereto, in addition to the property described as Parcel I, II, III, IV, and V on Exhibit "A", the property described as Parcel VI, VII, and VIII on Exhibit "A" and by this reference the property described as Parcel VI, VII, and VIII on Exhibit "A" attached hereto are hereby added to the Exhibit A attached to the Assignment.
- 6). Mortgagor grants, bargains, sells, warrants, mortgages, and conveys, in accordance with the terms of the Mortgage, to Mortgagee the property described on Exhibit "A" attached hereto and particularly the property described as Parcel VI, VII, and VII, on Exhibit "A" together with all rights, hereditaments, appurtenances, buildings, improvements, crops, timber, equipment, fixtures, personalty, inventory, fittings, and fixtures, now or hereafter affixed to or located

on the real estate, all building materials, all contracts, deposits, funds, accounts, contract rights, instruments, documents, general intangibles, notes and chattel paper pertaining to the real estate, all proceeds, insurance proceeds, condemnation proceeds, eminent domain proceeds, all goodwill, and all other interest or any kind and character that Mortgagor has in or pertaining to the real estate including licenses, rights of ingress and egress, easements, and reversionary rights or interests.

7). Mortgagor confirms that the Mortgage and the Assignment pertains to all of the property described on Exhibit "A" attached hereto.

8.) The name and address of the Mortgagee of the Mortgage and the Lender of the Assignment is THE BANK, 17 North 20th Street, Birmingham, Alabama, 35203.

Mortgagor hereby agrees and directs Bank to take any action necessary to conform the Mortgage and the Assignment to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Assignment with the terms as herein modified.

All of the terms and provisions of the Mortgage and Assignment not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and Assignment and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 12 day of May, 1999.

WILSON OIL COMPANY, INC.

By: Raymond K. Wilson
Raymond K. Wilson (President)

Raymond K. Wilson L.S.
Raymond K. Wilson

Frances R. Wilson L.S.
Frances R. Wilson (also known as Frances J. Wilson)

Raymond E. Wilson L.S.
Raymond E. Wilson

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify

that Raymond K. Wilson, whose name as President of WILSON OIL COMPANY, INC., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation.

Given under my hand and official seal, this the 12 day of May, 1999


NOTARY PUBLIC

My Commission Expires: 06/1/99

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Raymond K. Wilson, Frances R. Wilson (also known as Frances J. Wilson), and Raymond E. Wilson, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17 day of May, 1999


NOTARY PUBLIC

My Commission Expires: 06/1/99

THIS INSTRUMENT PREPARED BY:

William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor, 109 North 20th Street
Birmingham, Alabama 35203
(205) 328-4600

EXHIBIT "A"

PARCEL I: (1240 4th Avenue South, Birmingham, Alabama, 35233)

Lot 20-A, according to a Resurvey of Lots 18, 19 and 20, in Block 245, Elyton Land Company's Survey of the City of Birmingham, as recorded in Map Book 160, page 59, in the Probate Office of Jefferson County, Alabama.

PARCEL II: (2nd Avenue North, Center Street, Birmingham, Alabama)

Lot 3-A, according to the Resurvey of Lots 3 thru 11, Wilbanks Survey of Elyton, an unrecorded map, as recorded in Map Book 164, page 5, in the Probate Office of Jefferson County, Alabama.

PARCEL III: (1101 3rd Avenue North, Birmingham, Alabama, 35233)

Lot 3-A, Block 264, according to the Alabama Central Credit Union Resurvey, as recorded in Map Book 169, page 63, in the Probate Office of Jefferson County, Alabama.

PARCEL IV: (4508 Huntsville Avenue, Birmingham, Alabama -- Jaybird Road)

Being a part of the SW 1/4 of NW 1/4 of Section 34, Township 18 South, Range 4 West as described as follows:

Commence at the SW corner of said 1/4 - 1/4 Section, thence North along the West line of same a distance of 138.10 feet to the point of beginning, said point being on the easterly right of way line of Jay Bird Road; thence continue along the last named course a distance of 214.40 feet; thence 111 degrees 58 minutes to the right in a Southeasterly direction a distance of 127.57 feet to the Westerly right of way line of Huntsville Road; thence 103 degrees 24 minutes to the right in a Southwesterly direction a distance of 204.40 feet to the point of beginning

Situated in Jefferson County, Alabama.

PARCEL V: (800 Graymont Avenue, Birmingham, Alabama, 35204)

The South 90 feet of Lots 18, 19 and 20, Block 11, according to the Survey of Owenton as recorded in Map Book 2, page 26 in the Probate Office of Jefferson County, Alabama.

PARCEL VI: (691 Montevallo Road, Alabaster, Alabama 35007)

Lot 2, according to the Survey of F E S Addition to Alabaster Number Two, as

recorded in Map Book 19, Page 72, in the Probate Office of Shelby County, Alabama,

PARCEL VII: (511 East Blvd, Gulf Shores, Alabama, 36542)

Apartment Unit No. 601, in Gulf House, a condominium, located in Baldwin County, Alabama, according to the certain Declaration of Condominium and exhibits thereto, dated August 27, 1980, and recorded in Miscellaneous Book 37, at Pages 45-73, and the Amendment to the Declaration dated May 21, 1981, and recorded in Miscellaneous Book 39 at Pages 257-261, and as such condominium is further defined by the Architect's Certified Drawings of Gulf House, a condominium, filed on September 10, 1980 and recorded in Apartment Book 3 at Pages 70-89; and the Amendment to the Architect's Certified Drawing filed on June 4, 1981 and recorded in Apartment Book 3 at Pages 203-207, generally, of the records in the Office of the Judge of Probate of Baldwin County, Alabama, which said Apartment Unit is intended and restricted to use for a single family residence; together with the undivided interest in the common areas and facilities declared in said Declaration to be an appurtenance to the above described apartment unit.

PARCEL VIII: (Lay Lake, Chilton County)

A parcel of land in the Northeast quarter of the Southwest quarter (NE 1/4 of SW 1/4) of Section 13, Township 23 North, Range 15 East, Chilton County, Alabama, more particularly described as follows:

Commencing at the Southwest corner of the Northeast quarter of the Southwest quarter (NE 1/4 of the SW 1/4) of said Section 13; thence North 508 feet along the West line of said quarter-quarter section; thence East 502 feet to a point on the East line of the Miriam Allen lot, this point will hereinafter be known as the point of beginning.

Beginning at the point of beginning; thence North 11 degrees West 89 feet more or less to the branch; thence Northeasterly along said branch to the Northwest corner of the Hames and Mary Louise Healey lot; said corner being 72.5 feet West of the West boundary of Alabama Power Company's right of way; thence Southerly 210 feet along the West line of said Healey lot to the Southwest corner thereof; thence West 215.5 feet more or less to the point of beginning.

Lot 4 in the Burnie L. Mims subdivision as shown by Map of said property recorded in Map Book 4 page 44 in the Probate Office of Chilton County, Alabama, less and except a strip off the West side 92 feet in width as described in Chilton County Deed Book 522, page 667, the same being the Miraim G. Allen lot. Less and except that part of the above described parcel which lies below the surface of (Lay Lake) that certain datum plane of 397 feet above Mean sea level as described in Deed Book 535, page 111.

9 8 6 0 7 7 4 2

EXHIBIT B

70.50

(9 8 0 3 / 5 0 3 0)

The mortgaged real property does not constitute homestead of the Mortgagor.

**AMENDED AND RESTATED
REAL ESTATE
MORTGAGE AND SECURITY AGREEMENT**

between

WILSON OIL COMPANY, INC.
an Alabama corporation,

RAYMOND K. WILSON and FRANCES R. WILSON,
husband and wife, AND

RAYMOND E. WILSON,
a married man
(collectively, the "Mortgagor")

and

PORTER FINANCIAL CORPORATION
an Alabama corporation
(the "Mortgagee")

March 6, 1998

This instrument prepared by
and after recordation should
be returned to:

Michael J. Brandt
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway
Suite 400
Birmingham, Alabama 35209
(205) 870-0555

**AMENDED AND RESTATED
REAL ESTATE
MORTGAGE AND SECURITY AGREEMENT**

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

WHEREAS, **WILSON OIL COMPANY, INC.**, an Alabama corporation, has executed and delivered to **SOUTHTRUST BANK OF ALABAMA, N.A.** ("SouthTrust"), that certain Real Estate Mortgage and Security Agreement dated December 17, 1991, and recorded in Real 4170, Pages 186-189, as subsequently amended by that certain Amendment to Mortgage dated April 21, 1992, and recorded in Real 4259, Page 602 (as amended, the "SouthTrust Mortgage"); and

WHEREAS, SouthTrust has assigned all of its interest in and to the SouthTrust Mortgage to **PORTER FINANCIAL CORPORATION**, an Alabama corporation, as Mortgagee, pursuant to that certain Assignment of Note and Mortgage of even date herewith, and recorded as instrument number 9803/5029; and

WHEREAS, Wilson Oil Company, Inc. seeks to refinance the indebtedness secured by the SouthTrust Mortgage, and has reached agreeable terms to do so with Porter Financial Corporation ("Mortgagee"); and

WHEREAS, Wilson Oil Company, Inc. has executed that certain Amended and Restated Promissory Note (the "Note") of even date herewith in favor of Mortgagee and Mortgagor (as hereinafter defined) wishes to grant Mortgagee a security interest in the real property further described in Exhibit "A" attached hereto to secure payment of said Note; and

WHEREAS, Raymond K. Wilson, Frances R. Wilson, and Raymond E. Wilson have agreed to join into this Mortgage to mortgage and convey to Mortgagee their interest in the Mortgaged Property (as hereinafter defined).

NOW THEREFORE, Mortgagor and Mortgagee agree and acknowledge that said SouthTrust Mortgage is hereby amended and restated as follows:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **WILSON OIL COMPANY, INC.**, an Alabama corporation, whose address is 8 Second Avenue, North, Birmingham, Alabama 35211, **RAYMOND K. WILSON AND FRANCES R. WILSON**, husband and wife, **AND RAYMOND E. WILSON**, a married individual, (collectively hereinafter the "Mortgagor") for and in consideration of the indebtedness as herein recited hereby GRANT, BARGAIN, SELL, CONVEYS MORTGAGE and WARRANT to **PORTER FINANCIAL CORPORATION**, an Alabama corporation ("Mortgagee") whose address is 2112 First Avenue, North, Birmingham, Alabama 35203 its successors and assigns, the real property located in Jefferson

County, State of Alabama, more particularly described in Exhibit "A" attached hereto and made a part hereof as if specifically set out herein (the "Real Estate"), subject to the matters set forth on Schedule B, Part II of the title policy issued in connection herewith (the "Permitted Encumbrances").

Together with all rights, hereditaments and appurtenances in anywise appertaining or belonging thereto; and together with all buildings and improvements now or hereafter located on the Real Estate and all crops growing or to be grown or timber to be cut on the Real Estate (and products or proceeds thereof), equipment, fixtures and articles of personal property now or hereafter attached to or used in and about the building or buildings, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator equipment, switchboards, stoves, ranges, vacuum cleaning systems, garbage disposals, refrigerators, dishwashers, hot water heaters, trash compactors, other appliances, paging systems, alarm systems, generators, sprinkler systems and other fire prevention and extinguishing apparatus and all other goods, materials, motors, machinery, pipes, equipment, inventory, fittings and fixtures now or hereafter affixed to or located on the Real Estate, and other improvements (such building or buildings and other improvements being hereinafter called the Project) now or hereafter erected, constructed or developed on the Real Estate which are necessary or useful for complete and comfortable use and occupancy of the Project for the purposes for which they were or are to be erected, constructed or developed, or which are or may be used in or related to the planning, development, financing or the operation thereof; all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Project in any manner; all building materials and equipment now or hereafter delivered to the Project and intended to be installed therein including but not limited to all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general, all building material and equipment of every kind and character used or useful in connection with said improvements; all plans and specifications for the Project; all contracts and subcontracts relating to the Project, all deposits (including tenant's security deposits), funds, accounts, contract rights, instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), and notes or chattel paper arising from or by virtue of any transactions related to the Project; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Project; all proceeds arising from or by virtue of the sale, lease or other disposition of any of the real or personal property or interest therein described herein; all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Project; all proceeds arising from the taking of all or a part of the Real Estate or any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; all good will and books and records relating to the business or businesses operated on the Real Estate; and all other interest of every kind and character which Mortgagor now has or at any time hereafter acquires in and to the above-described real and personal property and all property which is used or useful in connection therewith, including rights of ingress

and egress, easements, licenses, and all reversionary rights or interests of Mortgagor with respect to such property, unto Mortgagee, its successors and assigns forever. It is agreed hereby that to the extent permitted by law, the foregoing personal property and fixtures are to be deemed and held to be a part of and affixed to the Real Estate. The foregoing-described real and personal property, and interests in real and personal property are hereinafter collectively called the "Mortgaged Property".

TO HAVE AND TO HOLD, said Mortgaged Property, unto Mortgagee, its successors and assigns forever.

This Amended and Restated Mortgage and Security Agreement (this "Mortgage") is made to secure and enforce the following described indebtedness, obligations and liabilities (herein called the "Secured Debt"):

(i) Payment of that certain Amended and Restated Promissory Note (the "Note") in the principal sum of Four Hundred Fourteen Thousand Seven Hundred and No/100 Dollars (\$414,700.00) of even date herewith, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said Note, and any and all renewals, extensions, modifications, substitutions or increases of said Note, or any part thereof;

(ii) Complete and full performance of each and every obligation, covenant, duty and agreement of Mortgagor contained in this Mortgage;

(iii) Performance of all obligations of Mortgagor under any other instrument evidencing, securing or pertaining to the Secured Debt, or evidencing any renewal or extension or modification or increase of the Secured Debt, or any part thereof, and Mortgagor's punctual and proper performance of all of Mortgagor's covenants, obligations and liabilities under any other security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, loan agreement or any other instrument or agreement of any kind now or hereafter existing as security for, executed in connection with or related to the Secured Debt, or any part thereof and including, without limitation, all other indebtedness (including future advances) now or hereafter owed by Mortgagor to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not (hereinafter referred to as the Loan Documents);

(iv) Payment of all funds hereafter advanced by Mortgagee pursuant to the Note or to or for the benefit of Mortgagor, pursuant to any covenant or provision herein contained.

All Secured Debt shall be payable to Mortgagee at Mortgagee's address specified above, or at such other address as may be designated by Mortgagee from time to time; and, unless otherwise provided in the instrument evidencing or creating such indebtedness, shall bear interest at the same rate per annum as the Note bears, from the date of accrual of such indebtedness until paid. If any Secured Debt shall be collected by legal proceedings, whether through a probate or bankruptcy court or otherwise, or shall be placed in the hands of an attorney for collection after maturity, whether

matured by the expiration of time or by any option given to Mortgagee to mature same, Mortgagor agrees to pay Mortgagee's reasonable attorneys' and collection fees, whether suit be brought or not, and such fees shall be a part of the Secured Debt. This Mortgage shall also secure all renewals, extensions, modifications, substitutions and increases of any of the Secured Debt.

This conveyance is intended to operate and is to be construed as a Real Estate Mortgage and Security Agreement and is made under those provisions of existing laws of the State of Alabama.

And for the purpose of further securing the payment of said Secured Debt, Mortgagor covenants and agrees as follows:

1. **MORTGAGOR'S WARRANTIES OF TITLE.** That Mortgagor is lawfully seized in fee and possessed of said Mortgaged Property, and has a good right to convey the same as aforesaid, that Mortgagor will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions, except the Permitted Encumbrances.

2. **PAYMENT AND PERFORMANCE.** Mortgagor will pay all of the Secured Debt, together with the interest thereon, when the same shall become due, in accordance with the terms of the Note and the Loan Documents.

3. **MORTGAGEE'S RIGHT TO PERFORM.** Upon Mortgagor's failure to make any payment or perform any act required by the Note or Loan Documents, then at any time thereafter, and without notice to or demand upon Mortgagor, Mortgagee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter the Mortgaged Property for such purpose and to take all such action thereon as Mortgagee may deem necessary or appropriate.

4. **ORGANIZATION AND POWER OF MORTGAGOR.** Mortgagor is a duly organized Alabama corporation, is validly existing under applicable state laws, and the transaction contemplated hereby is within Mortgagor's powers, has been duly authorized by all requisite action and is not in contravention of law or the articles of incorporation or bylaws of Mortgagor.

5. **EXISTENCE OF MORTGAGOR.** Mortgagor will preserve and keep in full force and effect its existence, rights, franchises, and trade names.

6. **INSURANCE.** Mortgagor shall keep or cause to be kept the Mortgaged Property insured against loss or damage by fire, extended coverage perils, vandalism, malicious mischief, and any such other hazards, casualties, or other contingencies as from time to time may be required by Mortgagee in such manner and in such companies and amounts as Mortgagee may approve. All such policies shall name Mortgagee as a named insured and provide that any losses payable thereunder shall (pursuant to loss payable clauses, in form and content acceptable to Mortgagee, to be attached to each policy) be payable to Mortgagee to the extent of the Secured Debt, and provide that the

insurance provided thereby, as to the interest of Mortgagee, shall not be invalidated by any act or neglect of Mortgagor, nor by the commencement of any proceedings by or against Mortgagor in bankruptcy, insolvency, receivership or any other proceeding for the relief of a debtor, nor by any foreclosure, repossession or other proceedings relating to the property insured, nor by any occupation of such property or the use of such property for purposes more hazardous than permitted in the policy. All such insurance shall be replacement cost coverage rather than actual cash value coverage. Mortgagor shall cause duplicate originals of any and all such insurance policies to be deposited with Mortgagee. At least fifteen (15) business days prior to the date the premiums on each such policy or policies shall become due and payable, Mortgagor shall furnish to Mortgagee evidence of the payment of such premiums. Mortgagor will cause each insurer under each of the policies to agree (either by endorsement upon such policy or by letter addressed to Mortgagee) to give Mortgagee at least thirty (30) business days' prior written notice of the cancellation of such policies in whole or in part or the lapse of any coverage thereunder. Mortgagor agrees that Mortgagor will not take any action or fail to take any action, which action or inaction would result in the invalidation of any insurance policy required hereunder. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the Mortgaged Property caused by any casualty. If Mortgagor fails to keep the Mortgaged Property insured as above specified, Mortgagee may at its option and sole discretion, and at Mortgagor's expense, insure the Mortgaged Property for its insurable value against loss by fire, wind and other hazards as specified above for the sole benefit of Mortgagee.

Mortgagee is hereby authorized, but not required, on behalf of Mortgagor, to collect for, adjust or compromise any losses under any such insurance policies and to apply, at its option, the loss proceeds (less expenses of collection) on the Secured Debt, in any order and amount, and whether or not due, or hold such proceeds as a cash collateral reserve against the Secured Debt, or apply such proceeds to the restoration of the Mortgaged Property, or to release the same to Mortgagor, but no such application, holding in reserve or release shall cure or waive any default by Mortgagor. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the Secured Debt, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. If the Mortgaged Property or any part thereof is located within an area that has been, or should such area at any time be, designated or identified as an area having special flood hazards by any governmental authority having jurisdiction, then Mortgagor will obtain such insurance as is required by such governmental authority in amounts required by Mortgagee.

7. TAXES AND ASSESSMENTS. Mortgagor will pay all taxes and assessments against or affecting the Mortgaged Property as the same shall become due and payable, and, if Mortgagor fails to do so, Mortgagee may pay them, together with all costs and penalties thereon, at Mortgagor's expense. Notwithstanding the foregoing, Mortgagor may in good faith by appropriate proceedings contest the validity of such taxes and assessments and, pending such contest, Mortgagor shall not be deemed in default hereunder due to such nonpayment if (i) prior to delinquency of the asserted tax or assessment, Mortgagor furnishes Mortgagee an indemnity bond, conditioned that such tax or assessment with interest, cost and penalties be paid as herein stipulated secured by a deposit in cash, or security acceptable to Mortgagee, or with surety acceptable to Mortgagee, in the amount

of the tax or assessment being contested by Mortgagor, and a reasonable additional sum to pay all possible costs, interest and penalties imposed or incurred in connection therewith, and (ii) Mortgagor promptly pays any amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, before such judgment becomes final.

8. **CONDEMNATION.** All judgments, decrees and awards for injury or damage to the Mortgaged Property, and all awards pursuant to proceedings for condemnation thereof, are hereby assigned in their entirety to Mortgagee, who may apply the same to the Secured Debt in such manner as it may elect; and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such award, judgment or decree. Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceedings for the condemnation of the Mortgaged Property, Mortgagor shall notify Mortgagee of such fact. Mortgagor shall then, if requested by Mortgagee, file or defend its claim thereunder and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Mortgagee for disposition pursuant to the terms of this Mortgage. Mortgagee shall be entitled to participate in and to control same and to be represented therein by counsel of its own choice, and Mortgagor will deliver, or cause to be delivered, to Mortgagee such instruments as it may request from time to time to permit such participation. In the event Mortgagee, as a result of any such judgment, decree, or award, believes that the payment or performance of any obligation secured by this Mortgage is impaired, Mortgagee may, without notice, declare all of the Secured Debt immediately due and payable.

9. **MORTGAGOR'S INTEREST IN THE MORTGAGED PROPERTY.** If, while this Mortgage is in force, the interest of Mortgagor or the lien of Mortgagee in the Mortgaged Property hereby conveyed or any part thereof, shall be subjected to adverse claims to title, directly or indirectly, and if Mortgagor is not defending said claims or otherwise protecting the lien of this Mortgage, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of its interest, including the employment of counsel, the prosecution or defense of litigation and the compromise or discharge of claims made against its interest.

10. **TAXES ON NOTE OR MORTGAGE.** If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Mortgage, or upon any rights, titles, liens or security interests created hereby, or upon the Note, or any part thereof, Mortgagor shall immediately pay all such taxes; provided that, in the event it is unlawful for Mortgagor to pay such taxes or to legally reimburse Mortgagee for payment of such taxes, as determined by Mortgagee in its sole discretion, an Event of Default shall exist and Mortgagor immediately shall pay the entire Secured Debt.

11. **STATEMENTS BY MORTGAGOR.** Mortgagor shall, at any time and from time to time, furnish, promptly upon request, a written statement or affidavit, in such form as may be required by Mortgagee, stating the unpaid balance of the Note and that there are no offsets or defenses against full payment of the Note, or if there are any such offsets and defenses, specifying

them. Mortgagor waives any claim against Mortgagee for such offsets or defenses if not specified as provided herein and agrees to hold Mortgagee harmless therefor.

12. MORTGAGEE'S EXPENSES. If, in pursuance of any covenant contained herein or in any other instrument executed in connection with the loan evidenced by the Note or in connection with any other Secured Debt, Mortgagee shall expend any money chargeable to Mortgagor or subject to reimbursement by Mortgagor under the terms of such covenant or agreement, Mortgagor will repay the same to Mortgagee immediately at the place where the Note or other Secured Debt is payable, together with interest thereon at the rate of interest payable on account of the Note or such other indebtedness in the event of a default thereunder from and after the date of Mortgagee's making such payment. The sum of each such payment shall be added to the Secured Debt and thereafter shall form a part of the same, and it shall be secured by this Mortgage and by subrogation to all the rights of the person or entity receiving such payment. Mortgagee may make advances, but shall not be obligated to do so, for any of the following: (i) insurance, (ii) payment of taxes or any part thereof, (iii) repair, maintenance and preservation of the Mortgaged Property, or of any buildings or other structures thereon, including fixtures, (iv) for the discharge of any liens or encumbrances on the Mortgaged Property, (v) for perfecting the title thereto, (vi) for enforcing collection of the Secured Debt, (vii) for any water, gas or electric charge imposed for any services rendered to the Mortgaged Property, (viii) for the protecting or preserving of any use being made of the Mortgaged Property, (ix) for advances to any trustee or receiver of the Mortgaged Property, and (x) for any additions or improvements to the Mortgaged Property or to any buildings or other structures thereon, including fixtures, considered desirable by Mortgagee while it or any receiver or trustee is in possession thereof. Mortgagee may make and is hereby authorized to pay any payment herein, according to any bill, statement or estimate without inquiry into the accuracy of the bill, statement or estimate or into the validity thereof. Mortgagee in making any payment herein authorized, relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, mortgage, claim or charge, shall be the sole judge of the legality or validity of same.

13. WASTE, DEMOLITION, ALTERATION, REPLACEMENT OR REPAIR OF MORTGAGED PROPERTY. Mortgagor shall cause the Mortgaged Property and every part thereof to be maintained, preserved, kept safe and in good repair, and in good working condition. Mortgagor shall not commit or permit waste thereon. Mortgagor shall not remove, demolish or alter the design or structural character of the Project or the Mortgaged Property now or hereafter erected on the Real Estate without the express prior written consent of Mortgagee. Mortgagor shall comply with all laws and regulations of any governmental authority with reference to the Mortgaged Property and the manner and use of the same, and shall from time to time make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be fully preserved and maintained. Mortgagor will discharge all claims for labor performed and material furnished therefor, and will not suffer any lien of mechanics or materialmen to attach to any part of the Mortgaged Property. Mortgagor agrees not to remove any of the fixtures or personal property included in the Project or the Mortgaged Property without the express prior written consent of Mortgagee and unless the same is immediately replaced with like property of at least equal value and utility.

Mortgagee and other persons authorized by Mortgagee shall have access to and the right to enter and inspect the Project and the Mortgaged Property at all reasonable times, and upon reasonable notice to Mortgagor, including monthly inspections if deemed necessary by Mortgagee. In the event Mortgagee finds that Mortgagor is not maintaining the Mortgaged Property as referenced herein, Mortgagee shall notify Mortgagor in writing of the needed repairs and Mortgagor shall have ten (10) business days to make satisfactory arrangements to bring the Mortgaged Property back to good condition. If after such time, satisfactory arrangements have not been made to bring the Mortgaged Property back to good condition as determined by the sole discretion of Mortgagee, Mortgagee shall have the right to make the repairs required at the expense of Mortgagor as previously enunciated in this Mortgage, or shall have the right to declare the Indebtedness Secured Hereby to be at once due and payable under the terms of this Mortgage.

14. **IMPAIRMENT.** Mortgagor will not do, or omit to do, any act or thing which would impair the security of this Mortgage.

15. **SALE OF MORTGAGED PROPERTY.** Mortgagor shall not convey, assign, encumber, grant a security interest in or options with respect to, or otherwise dispose of all or any part of the Mortgaged Property (other than items of personalty which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new) whether by operation of law or otherwise without the prior written consent of Mortgagee. If Mortgagee should, in its discretion, consent to any sale, conveyance or encumbrance of the Mortgaged Property, such consent may be conditioned upon one or more of the following: (i) the transferee's express agreement in writing to assume the payment of the Secured Debt; (ii) the transferee's express agreement in writing that the title and rights of such transferee are and shall remain unconditionally subject to all of the terms of this Mortgage for the complete fulfillment of all obligations of Mortgagor hereunder; (iii) payment of a transfer fee or (iv) a change in the interest rate or term of the Note. Mortgagor shall not grant any easement whatever with respect to any of the Mortgaged Property without the joinder therein of Mortgagee, or rent or lease any of the Mortgaged Property for any purpose whatever for a period longer than one year without the prior written consent of Mortgagee. The provisions of this Paragraph 15 shall apply to any and all sales, transfers, conveyances, exchanges, leases, assignments or other dispositions by Mortgagor, its successors and assigns, and any subsequent owners of the Mortgaged Property, or any part thereof.

16. **SUCCESSORS.** If the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and to the Secured Debt in the same manner as with Mortgagor without in any way vitiating or discharging Mortgagor's liability hereunder or upon the Secured Debt. No sale of the Mortgaged Property, and no forbearance on the part of Mortgagee, and no extension of the time for the payment of the Secured Debt, given by Mortgagee, shall operate to release, discharge, modify, change or affect the original liability of Mortgagor or the liability of any guarantors or sureties of Mortgagor, either in whole or in part.

17. **SUBSEQUENT EASEMENTS.** The purchaser at any foreclosure sale hereunder may disaffirm any easement granted, or rental, lease or other contract hereafter made, without the express written consent of Mortgagee or in violation of any provision of this Mortgage, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement and rental or lease contract.

18. **SUBORDINATE MORTGAGES.** Mortgagor shall not execute or deliver any pledge, security agreement, mortgage or deed of trust covering all or any portion of the Mortgaged Property without the prior written consent of Mortgagee.

19. **USE OF PROCEEDS; PAYMENT OF PRIOR LIEN.** Mortgagor shall use the proceeds of the loan represented by the Note solely to refinance indebtedness secured by the Mortgaged Property and for general working capital purposes. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or encumbrance against or affecting the Mortgaged Property, such proceeds have been advanced by Mortgagee at Mortgagor's request, and Mortgagee shall be subrogated to all rights, interests and liens owned or held by any owner or holder of such outstanding liens, charges or encumbrances, irrespective of whether such liens, charges or encumbrances are released of record.

20. **LIMITATION ON INTEREST.** If any payments required to be made hereunder or under the Note or any of the Loan Documents shall be in excess of the amount allowed by law, such payments shall be reduced to the maximum amounts allowed by law, and if any interest received by Mortgagee under the Note or this Mortgage or otherwise is in an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Note or on account of the other Secured Debt and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the Note and such other indebtedness, such excess shall be refunded to Mortgagor. All sums paid or agreed to be paid to Mortgagee for the use, forbearance, or detention of the Secured Debt shall, to the extent permitted by applicable law, be amortized, prorated, allocated and/or spread throughout the full term of such indebtedness until payment in full to the end that the rate of interest on account of such indebtedness never exceeds the maximum lawful rate at any time in effect and applicable to such indebtedness. The terms and provisions of this paragraph 20 shall control and supersede every other provisions of all agreements between Mortgagor and Mortgagee.

21. **SECURITY AGREEMENT AND FINANCING STATEMENT.** With respect to any portion of the Mortgaged Property that constitutes personal property or fixtures governed by the Uniform Commercial Code of the State of Alabama (hereinafter called the "Code"), this Mortgage shall constitute a security agreement between Mortgagor, as the Debtor, and Mortgagee, as the Secured Party, and Mortgagor hereby grants to Mortgagee a security interest in such portion of the Mortgaged Property. Cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all of the rights conferred upon secured parties by the Code. Mortgagor will execute and deliver to Mortgagee all financing statements that may from time to time be required by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee, or any

modification thereof, and all costs and expenses of any searches reasonably required by Mortgagee. Mortgagor hereby authorizes Mortgagee to execute and file, without Mortgagor's joinder, any and all financing statements or continuation statements necessary or desirable to perfect or maintain the validity and priority of Mortgagee's security interest. Mortgagee may exercise any or all of the remedies of a secured party available to it under the Code with respect to such property, and it is expressly agreed that if upon default Mortgagee should proceed to dispose of such property in accordance with the provisions of the Code, five (5) business days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the Code requiring such notice; provided, however, that Mortgagee may at its option dispose of such property in accordance with Mortgagee's rights and remedies with respect to the Real Estate pursuant to the provisions of this Mortgage, in lieu of proceeding under the Code.

Mortgagor shall give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, identity or structure and will execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financing statements that Mortgagee may require to establish and maintain the validity and priority of Mortgagee's security interest with respect to any Mortgaged Property described or referred to herein.

Some of the items of Mortgaged Property described herein are goods that are or are to become fixtures related to the Real Estate, and it is intended that, as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Property is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated above. The mailing address of Mortgagor, as debtor, is as stated above.

22. FINANCIAL STATEMENTS. Mortgagor shall deliver to Mortgagee such financial statements as Mortgagee reasonably may request.

23. NOTICE OF LITIGATION. Mortgagor consents and agrees that it will give notice to Mortgagee of any litigation in which Mortgagor becomes involved and will continue to thereafter provide to Mortgagee periodic statements of the status and progress of such litigation as may be requested by Mortgagee.

24. CHANGE OF ZONING. Mortgagor covenants and agrees not to request or consent to any change in the zoning of or restrictive covenants affecting the Mortgaged Property without the prior written consent of Mortgagee.

25. COMPLIANCE WITH LAWS. The Mortgaged Property, and the use thereof by Mortgagor, shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Mortgagor, the Mortgaged Property, and its use, and Mortgagor shall pay all fees or charges of any kind in connection therewith. Mortgagor will not use or occupy or allow the use or occupancy of the

Mortgaged Property in any manner which violates any applicable law, rule, regulation or order or which constitutes a public or private nuisance or which makes void, voidable or subject to cancellation any insurance then in force with respect thereto.

26. **HOLD HARMLESS.** Mortgagor will defend, at its own cost and expense, and hold Mortgagee harmless from, any proceeding or claim affecting the Mortgaged Property. All costs and expenses incurred by Mortgagor in protecting its interests hereunder, including all court costs and reasonable attorneys' fees, shall be borne by Mortgagor.

27. **FURTHER ASSURANCES.** Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver and record such further instruments and do such further acts as may be necessary, desirable or proper to carry out the purposes of any of the Note, Mortgage and Loan Documents and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically but without limitation, any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Mortgaged Property.

28. **CONSENT.** In any instance hereunder where Mortgagee's approval or consent is required or the exercise of Mortgagee's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Mortgagee and Mortgagee shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner.

29. **NO PARTNERSHIP.** Nothing contained herein is intended to create any partnership, joint venture or association between Mortgagor and Mortgagee, or in any way make Mortgagee a co-principal with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

30. **NO PLEDGE OR CHANGE OF OWNERSHIP INTEREST.** The Shareholders of Mortgagor shall neither sell, pledge nor assign in the aggregate more than ten (10) percent of the outstanding capital stock of Mortgagor without the prior written consent of Mortgagee.

31. **NOTICES BY GOVERNMENTAL AUTHORITY, FIRE AND CASUALTY LOSSES, ETC.** Mortgagor shall timely comply with and promptly furnish to Mortgagee true and complete copies of any official notice or claim by any governmental authority pertaining to the Mortgaged Property. Mortgagor shall promptly notify Mortgagee of any fire or other casualty or any notice or taking of eminent domain action or proceeding affecting the Mortgaged Property.

32. **TRADE NAMES.** At the request of Mortgagee, Mortgagor shall execute a certificate in form satisfactory to Mortgagee listing the trade names under which Mortgagor intends to operate the Mortgaged Property, and representing and warranting that Mortgagor does business under no other trade names with respect to the Mortgaged Property. Mortgagor shall immediately notify Mortgagee in writing of any change in said trade names, and will, upon request of Mortgagee,

execute any additional financing statements and other certificates required to reflect the change in trade names and will execute and file any assumed name certificate required by applicable laws.

33. RECORDING AND FILING. This Mortgage and all applicable Loan Documents and all amendments, supplements and extensions thereto and substitutions therefor shall be recorded, filed, rerecorded and refiled in such manner and in such places as Mortgagee shall reasonably request, and Mortgagor will pay all such recording, filing, rerecording and refiling fees, title insurance premiums, and other charges.

34. MINERAL RIGHTS. Subject to existing rights of other parties holding mineral interests, without written consent of Mortgagee there shall be no drilling or exploring for, or extraction, removal or production of minerals from the surface or subsurface of the Mortgaged Property. The term "minerals" as used herein shall include, without limiting the generality of such term, oil, gas, casinghead gas, coal, lignite hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

35. DEFEASANCE. If Mortgagor shall: (A) pay in full (i) all of the Secured Debt including but not limited to all sums (principal, interest and charges) payable under the Note and any and all extensions and renewals of the same (including future advances); and (ii) all sums becoming due and payable by Mortgagor under the terms of this Mortgage and the Loan Documents, including but not limited to advancements made by Mortgagee pursuant to the terms and conditions of this Mortgage; and (B) have kept and performed each and every obligation, covenant, duty, condition and agreement herein imposed on or agreed to by Mortgagor; then this conveyance and the grants and conveyances contained herein shall become null and void, and the Mortgaged Property shall revert to Mortgagor, and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and at Mortgagor's cost and expense, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage; otherwise, this Mortgage shall remain in full force and effect.

36. EVENTS OF DEFAULT. The happening of any of the following events or conditions, or the happening of any other event of default as defined elsewhere in this Mortgage (hereinafter collectively referred to as "Events of Default") shall constitute a default under this Mortgage:

(A) any representation or warranty made herein or in the Loan Documents related to any of the Secured Debt shall prove to be false or misleading in any material respect; or

(B) any report, certificate, financial statement or other instrument furnished in connection with any of the Secured Debt or any Loan Document shall prove to be false or misleading in any material respect; or

(C) default shall be made in the prompt payment (within any applicable grace periods) of the principal of and interest payable on the Note or any of the other Secured Debt, as and when due and payable; or

(D) default shall be made with respect to any indebtedness (other than the Secured Debt) of Mortgagor when due or the performance of any other obligation incurred in connection with any indebtedness for borrowed money of Mortgagor, if the effect of such default is to accelerate the maturity of such indebtedness or to permit the holder thereof to cause such indebtedness to become due prior to its stated maturity; or any such indebtedness shall not be paid when due; or

(E) default shall be made in the due observance or performance of any other covenant, condition or agreement on the part of Mortgagor to be observed or performed pursuant to the terms of any Loan Document or any other event of default shall occur under this Mortgage or any Loan Document; or,

(F) Mortgagor or any maker, endorser, surety or guarantor of the Note (Mortgagor and any such maker, endorser, surety or guarantor being hereinafter individually called an "Obligor") shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of any such Obligor or of any of such Obligor's properties or assets, (ii) admit in writing any such Obligor's inability to pay such Obligor's debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against such Obligor in any proceeding under the federal Bankruptcy Code, or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors, or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or if a petition filed against such Obligor in any proceeding under any such law or statute which petition is not dismissed within 60 days of the date of filing, or if corporate, partnership or other action shall be taken by any Obligor for the purpose of effecting any of the foregoing; or

(G) a petition shall be filed, without the application, approval or consent of any Obligor in any court of competent jurisdiction, seeking reorganization, rearrangement, dissolution or liquidation of such Obligor or of all or a substantial part of the properties or assets of such Obligor, or seeking any other relief under any law or statute of the type referred to in clause (v) of paragraph (F) above against such Obligor, or the appointment of a receiver, trustee or liquidator or custodian of such Obligor, or of all or a substantial part of such Obligor's properties or assets, and such petition shall not be dismissed within 30 days after the filing thereof; or

(H) a final judgment for the payment of money in excess of an aggregate of \$10,000 shall be rendered against Mortgagor, and the same shall remain undischarged for a period of 30 days during which execution shall not be effectively stayed by appeal or otherwise; or

(I) the interest of Mortgagee in the Mortgaged Property shall become endangered by reason of the enforcement of any prior lien or encumbrance thereon; or

(J) default shall be made in the prompt payment of any advances for insurance, maintenance, repairs, taxes, liens, inspections, assessments or any other advances made by Mortgagee that are called for under this Mortgage; or

(K) if title to all or any part of the Mortgaged Property (other than obsolete or worn personal property replaced by adequate substitutes equal or greater in value than the replaced items when new) shall become vested in any party other than Mortgagor, except as permitted herein, whether by operation of law or otherwise without the prior written consent of Mortgagee, which may be withheld arbitrarily in Mortgagee's sole discretion; or

(L) if the holder of any lien or security interest on the Mortgaged Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder, or if there is any default under any such lien or security interest or the debt secured thereto.

Acceptance by Mortgagee of any payment of less than the full amount due on the Secured Debt shall be deemed acceptance on account only, and the failure of Mortgagor to pay the entire amount then due shall be and continue to constitute an Event of Default, and at any time thereafter and until the entire amount due on the Secured Debt has been paid, Mortgagee shall be entitled to exercise all rights conferred on it by the terms of this Mortgage in case of the occurrence of an Event of Default.

37. REMEDIES OF MORTGAGEE UPON DEFAULT.

(A) Acceleration of Indebtedness. Upon occurrence of an Event of Default or at any time thereafter, Mortgagee may at its option and without demand or notice to Mortgagor, declare all or any part of the Secured Debt immediately due and payable whereupon all such Secured Debt shall forthwith become due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Mortgagor and Mortgagee may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this Mortgage, the Note and any of the other Loan Documents and applicable law.

(B) Operation of Property by Mortgagee. Upon the occurrence of an Event of Default, or at any time thereafter, in addition to all other rights herein conferred on Mortgagee, Mortgagee (or any person, firm or corporation designated by Mortgagee) may, but shall not be obligated to, enter upon and take possession of any or all of the Mortgaged Property, exclude Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that Mortgagor could do so, without any liability to Mortgagor resulting therefrom; and Mortgagee may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of Mortgagor with respect to the Mortgaged Property.

(C) Judicial Proceedings; Right to Receiver. Upon the occurrence of an Event of Default, Mortgagee, in lieu of or in addition to exercising the power of sale hereinafter given, may

proceed by suit to foreclose its lien on, security interest in, and assignment of, the Mortgaged property, to sue Mortgagor for damages on account of or arising out of said default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. Mortgagee shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the appointment by any competent court or tribunal, without notice to Mortgagor or any other party, of a receiver of the rents, issues and profits of the Mortgaged Property, with power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary.

(D) Power of Sale. Upon the occurrence of any Event of Default, or at any time thereafter, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and Mortgagee shall be authorized, at its option, whether or not possession of the Mortgaged Property is taken, after giving notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale by publication in some newspaper published in the county wherein the Mortgaged Property or any part thereof is located, to sell the Mortgaged Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) in front of such county's courthouse door, at public outcry, to the highest bidder for cash. Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Mortgaged property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Mortgaged Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case Mortgagee, in the exercise of the power of sale herein given, elects to sell the Mortgaged Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all the Secured Debt shall have been paid in full.

(E) Personal Property and Fixtures. On the happening of any Event of Default or at any time thereafter, Mortgagee shall have and may exercise with respect to the personal property and fixtures included in the Mortgaged Property (sometimes referred to as the "Collateral") all rights, remedies and powers of a secured party under the Code with reference to the Collateral or any other items in which a security interest has been granted herein, including without limitation the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Code after default hereunder, without regard to preservation of the Collateral or its value and without the necessity of a court order. Mortgagee shall have, among other rights, the right to take possession of the Collateral and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by Mortgagee, at its option and its sole discretion, to repair, restore or otherwise prepare the Collateral for sale,

lease or other use or disposition. At Mortgagee's request, Mortgagor shall assemble the Collateral and make the Collateral available to Mortgagee at any place designated by Mortgagee. To the extent permitted by law, Mortgagor expressly waives any notice of sale or any other disposition of the Collateral and any rights or remedies of Mortgagee with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Collateral or to the exercise of any other right or remedy of Mortgagee existing after default. To the extent that such notice is required and cannot be waived, Mortgagor agrees that if such notice is given to Mortgagor in accordance with the provisions of Paragraph (38) below, at least five (5) business days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

Mortgagor agrees that Mortgagee may proceed to sell or dispose of both the real and personal property comprising the Mortgaged Property in accordance with the rights and remedies granted under this Mortgage with respect to the Real Estate covered hereby. Mortgagor hereby grants Mortgagee the right, at its option after default hereunder, to transfer at any time to itself or its nominee the Collateral or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as Collateral or to apply it on the Secured Debt in such order and amounts and manner as Mortgagee may elect. Mortgagor covenants and agrees that all recitals in any instrument transferring, assigning, leasing or making other disposition of the Collateral or any part thereof shall be full proof of the matters stated therein and no other proof shall be required to establish the legal propriety of the sale or other action taken by Mortgagee and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

Assignment of Leases and Rents. All of the rents, royalties, issues, profits, revenue, income and other benefits derived from the Mortgaged Property or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under 11 U.S.C. § 101 *et seq.* (hereinafter called the "Rents and Profits") are hereby absolutely and unconditionally assigned, transferred, conveyed and set over to Mortgagee to be applied by Mortgagee in payment of all proper charges and expenses including the just and reasonable compensation for the services of Mortgagee, its attorneys, agents, and others employed by Mortgagee in connection with the operation, management and control of the Mortgaged Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Mortgagee from and against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Mortgagee hereunder. Mortgagee may, at its option, credit the remainder of the payment of the principal and interest and all other sums payable on the Note and other Secured Debt. Prior to the occurrence of any default hereunder, Mortgagor shall collect and receive all Rents and Profits for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the principal and interest and all other sums payable on the Note and in payment of all other Secured Debt and thereafter, so long as no default hereunder has occurred, the balance shall be distributed to the account of Mortgagor. Mortgagor will not (i) execute an assignment of any of its rights, title or interest in the Rents and Profits, or (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any lease of the Mortgaged

Property or any part thereof, now or hereafter existing, having an unexpired term of one year or more, except that any lease may be canceled, provided that promptly after the cancellation or surrender thereof a new lease is entered into with a new lessee having a credit standing, in the judgment of Mortgagee, at least equivalent to that of the lessee whose lease was canceled, on substantially the same terms as the terminated or canceled lease, or (iii) modify any lease of the Mortgaged Property or any part thereof so as to shorten the unexpired term thereof or so as to decrease the amount of the rent payable thereunder, or (iv) accept prepayments of any installments of rent to become due under any of such leases in excess of one month, except prepayments in the nature of security for the performance of the lessee thereunder, or (v) in any other manner impair the value of the Mortgaged Property or the security of this Mortgage. Mortgagor will not execute any lease of all or any substantial portion of the Mortgaged Property except for actual occupancy by the lessee thereunder, and will at all times promptly and faithfully perform, or cause to be performed, each covenant, condition and agreement contained in each lease of the Mortgaged Property now or hereafter existing, on the part of lessor thereunder to be kept and performed. Mortgagor shall furnish to Mortgagee, within ten (10) business days after a request by Mortgagee to do so, a written statement containing the names of all lessees of the Mortgaged Property, the terms of their respective leases, the spaces occupied and the rentals payable thereunder.

(G) Foreclosure Deeds. Mortgagor hereby authorizes and empowers Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

(H) Application of Proceeds. All payments received by Mortgagee as proceeds of the Mortgaged Property, or any part thereof, as well as any and all amounts realized by Mortgagee in connection with the enforcement of any right or remedy under or with respect to this Mortgage, shall be applied by Mortgagee as follows: (i) to the payment of all necessary expenses incident to the execution of any foreclosure sale or sales or other remedies under this Mortgage, including reasonable attorneys' fees as provided herein, (ii) to the payment in full of any of the Secured Debt that is then due and payable (including without limitation principal, accrued interest, advances and all other sums secured hereby) and to the payment of attorneys' fees as provided herein and in the Note, (iii) any other sums that might be due under this Mortgage, the Note or the Loan Documents, which have not otherwise been contemplated in (i) and (ii) above, and (iv) the remainder, if any, shall be paid to Mortgagor or such other person or persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

(I) Multiple Sales. Upon the occurrence of any Event of Default or at any time thereafter, Mortgagee shall have the option to proceed with foreclosure, either through the courts or by proceeding with foreclosure by power of sale as provided for in this Mortgage, but without declaring the whole Secured Debt due. Any such sale may be made subject to the unmaturing part of the Secured Debt, and such sale, if so made, shall not in any manner affect the unmaturing part of the Secured Debt, but as to such unmaturing part of the Secured Debt shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may

be made under the provisions of this paragraph without exhausting the right of sale for any remaining part of the Secured Debt whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Mortgaged Property for any matured part of the Secured Debt without exhausting any power of foreclosure and the power to sell the Mortgaged Property for any other part of the Secured Debt, whether matured at the time or subsequently maturing.

(J) Waiver of Appraisement Laws. Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisement before sale of any portion of the Mortgaged Property (commonly known as appraisement laws), or (ii) any extension of time for the enforcement of the collection of the Secured Debt or any creation or extension of a period of redemption from any sale made in collecting the Secured Debt (commonly known as stay laws and redemption laws).

(K) Prerequisites of Sales. In case of any sale of the Mortgaged Property as authorized by this Paragraph 37, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of any of the Secured Debt or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

38. **NOTICE AND ADDRESSES FOR NOTICES.** All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or hand delivered to the applicable party at its address indicated on the first page of this Mortgage or at such other address as shall be designated by such party in a written notice to the other party thereto. Any such notice shall be deemed received three (3) days after properly posting and addressing and depositing said letter in the United States Postal Service, certified mail return receipt requested.

39. **PARTIAL RELEASE AND ADDITIONAL SECURITY.** Any part of the Mortgaged Property may be released by Mortgagee without affecting the lien, security interest and assignment hereof against the remainder. The lien, security interest and other rights granted hereby shall not affect or be affected by any other security taken for the same indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the Secured Debt or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any permitted junior lienholder; and this Mortgage, as well as any instrument given to secure any renewal or extension of the Secured Debt, or any part thereof, shall be and remain a first and prior lien, except as otherwise provided herein, on all of the Mortgaged Property not expressly released until the obligations and Secured Debt are completely paid, performed and discharged.

40. **WAIVER.** To the extent that Mortgagor may lawfully do so, Mortgagor agrees that Mortgagor shall not assert and hereby expressly waives, any right under any statute or rule of law pertaining to the marshalling of assets, valuation and appraisement, the exemption of business or residential homestead, the administration of estates of decedents, dower and curtesy, the rights and

remedies of sureties or other matter whatever to defeat, reduce or affect the right of Mortgagee, under the terms of this Mortgage, to sell the Mortgaged Property for the collection of the Secured Debt (without any prior or different resort for collection) or the right of Mortgagee, under the terms of this Mortgage, to the payment of such Secured Debt out of the proceeds of sale of the Mortgaged Property in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted).

41. NO WAIVER AND SEVERABILITY. No waiver of any default on the part of Mortgagor or breach of any of the provisions of this Mortgage or of any other instrument executed in connection with the Secured Debt shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. If any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future laws effective while this Mortgage is in effect, the legality, validity and enforceability of the remaining provisions of this Mortgage shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Mortgage a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. If any of the liens, security interests or assignment of rents created by this Mortgage shall be invalid or unenforceable, the unsecured portion of the Secured Debt shall be completely paid prior to the payment of the remaining and secured portion of the Secured Debt and all payments made on account of such indebtedness shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of such indebtedness.

42. REMEDIES CUMULATIVE. In addition to and notwithstanding and without modifying the other remedies provided herein and without limiting the rights of Mortgagee to exercise such remedies, Mortgagee is given the additional right to enforce the covenants, agreements, and obligations of Mortgagor hereunder, by the securing of equitable remedies, including that of temporary and permanent injunction and specific performance, without the necessity of Mortgagee filing any bond or other security which would otherwise be required by the statutes of the State of Alabama or the Alabama Rules of Civil Procedure in seeking such equitable remedies, the requirement for filing of any such bond or other security being hereby expressly waived.

43. AMENDMENTS. No amendment, modification or cancellation of this Mortgage shall be valid unless in writing and signed by the party against whom enforcement is sought.

44. HEADINGS. The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraphs.

45. GOVERNING LAW. This Mortgage shall be governed and construed under the laws of the State of Alabama except to the extent any law, rule or regulation of the federal government

of the United States of America may be applicable, in which case such federal law, rule or regulation shall control.

46. COPIES. Mortgagor acknowledges receipt of a true and correct copy of this Mortgage.

47. MEANING OF PARTICULAR TERMS. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Mortgagor" and "Mortgagee" shall include their respective heirs, personal representatives, successors and assigns. The term "Mortgagor" as used in this Mortgage refers to each of the undersigned, jointly and severally, whether one or more natural persons, partnerships, corporations, associations, trusts or other entities or organizations.

48. ENVIRONMENTAL PROTECTION.

(A) Mortgagor represents and covenants that (i) Mortgagor has not caused or suffered to occur and Mortgagor will not hereafter cause or suffer to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous waste (a "spill") or hazardous substance as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") at, upon, under or within the Mortgaged Property or any contiguous real estate which has been included in the property description of the Mortgaged Property within the preceding three years; (ii) neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has been, is or will be involved in operations at or near the Mortgaged Property which could lead to the imposition on Mortgagor or any other owner of the Mortgaged Property of liability or the creation of a lien on the Mortgaged Property under CERCLA, SARA or the Resource Conservation and Recovery Act of 1976 ("RCRA") (collectively, the "Acts") or under any similar applicable laws or regulations; and (iii) Mortgagor has not permitted and will not, to the best of Mortgagor's knowledge, permit any tenant or occupant of the Mortgaged Property to engage in any activity that could lead to the imposition of liability on such tenant or occupant, Mortgagor or any other owner of any of the Mortgaged Property, or the creation of a lien on the Mortgaged Property under the Acts or any similar applicable laws or regulations;

(B) Mortgagor shall comply strictly and in all respects with the requirements of the Acts and related regulations and with all similar state and local applicable laws and regulations and shall notify Mortgagee promptly in the event of any spill or hazardous substance upon the Mortgaged Property, and shall promptly forward to Mortgagee copies of all orders, notices, permits, applications or other communications and reports in connection with any such spill or any other matters relating to the Act or related regulations or any similar applicable laws or regulations, as they may affect the Mortgaged Property.

(C) In the event of (i) a change in the use of the Mortgaged Property, (ii) any material revision to any of the Acts or similar laws or regulations or (iii) any event giving Mortgagee reasonable grounds to believe further environmental study of the Mortgaged Property is appropriate, Mortgagor, promptly upon the written request of Mortgagee, shall provide Mortgagee with an environmental site assessment or environmental audit report, or an update of such an assessment or report, all in scope, form and content satisfactory to Mortgagee.

(D) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by Mortgagee, whether as holder of this Mortgage, as mortgagee in possession or as successor in interest to Mortgagor as owner of the Mortgaged Property by virtue of foreclosure or acceptance of a deed in lieu of foreclosure: (i) under or on account of the Acts or related regulations or any similar applicable laws or regulations, including the assertion of any lien thereunder; (ii) with respect to any spill or hazardous substance affecting the Mortgaged Property whether or not the same originates or emanates from the Mortgaged Property or any such contiguous real estate, including any loss of value of the Mortgaged Property as a result of a spill or hazardous substance; and (iii) with respect to any other matter affecting the Mortgaged Property within the jurisdiction of any equivalent agency or department of the State of Alabama or any subdivision thereof.

(E) In the event of any spill or hazardous substance affecting the Mortgaged Property, whether or not the same originates or emanates from the Mortgaged Property or any such contiguous real estate, or if Mortgagor shall fail to comply with any of the requirements of the Acts or related regulations or any other environmental law or regulation, Mortgagee may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Mortgaged Property and take any and all other actions as Mortgagee shall deem necessary or advisable in order to remedy said spill or hazardous substance or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the Default Interest Rate (as specified in the Note) from the date of payment by Mortgagee, shall be immediately due and payable by Mortgagor to Mortgagee and until paid shall be added to and become a part of the Secured Debt shall have the benefit of the lien hereby created as a part thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set its signatures and seals, this 6th day of March, 1998.

MORTGAGOR:

WILSON OIL COMPANY, INC.

By: Raymond K. Wilson
Raymond K. Wilson
Its President

Raymond K. Wilson
Raymond K. Wilson

Frances R. Wilson
Frances R. Wilson

Raymond E. Wilson
Raymond E. Wilson

MORTGAGEE:

PORTER FINANCIAL CORPORATION

By: M. Porter
Its: PRESIDENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Raymond K. Wilson, whose name as President of Wilson Oil Company, Inc., an Alabama corporation, is signed to the foregoing Amended and Restated Real Estate Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, 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 5th day of March, 1998.

Shirley W. Jones
Notary Public

My Commission Expires: 1/4/02

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Raymond K. Wilson, an individual whose name is signed to the foregoing Amended and Restated Real Estate Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Amended and Restated Real Estate Mortgage and Security Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5th day of March, 1998.

Shirley W. Jones
Notary Public

My Commission Expires: 1/4/02

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Frances R. Wilson, an individual whose name is signed to the foregoing Amended and Restated Real Estate Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Amended and Restated Real Estate Mortgage and Security Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5th day of March, 1998.

Shirley W. Jones
Notary Public

My Commission Expires: 1/4/02

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Raymond E. Wilson, an individual whose name is signed to the foregoing Amended and Restated Real Estate Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Amended and Restated Real Estate Mortgage and Security Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5th day of March, 1998.

Shirley W. Jones
Notary Public

My Commission Expires: 1/4/02

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marc Porter, whose name as President of Porter Financial Corporation, a corporation, is signed to the foregoing Amended and Restated Real Estate Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, (s)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 5th day of March, 1998.

Shirley W. Jones
Notary Public

My Commission Expires: 1/4/2002

STATE OF ALABAMA, JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed
tax has been collected on this instrument.

George R. Reynolds
Judge of Probate

ALABAMA TAX COLLECTED BY WILSON

ALABAMA TAX COLLECTED BY WILSON

Exhibit A

to
Amended and Restated
Real Estate
Mortgage and Security Agreement
between
Wilson Oil Company, Inc. and Porter Financial Corporation

State of Alabama - Jefferson County

I certify this instrument filed on:

1998 APR 03 A.M. 09:40

Recorded and \$

Mtg. Tax

and \$

Deed Tax and Fee Amt.

\$ 70.50 Total \$ 70.50

GEORGE R. REYNOLDS, Judge of Probate



9860/7742 BESS

PARCEL I:

Lot 20-A, according to the Resurvey of Lots 18, 19 and 20 in Block 245, Elyton Land Company's Survey of the City of Birmingham, as recorded in Map Book 160, page 59, in the Probate Office of Jefferson County, Alabama.

PARCEL II:

The South 90 feet of Lots 18, 19 and 20, Block 11, according to the Survey of Owenton as recorded in Map Book 2, page 26 in the Probate Office of Jefferson County, Alabama.

PARCEL III:

Lot 3-A, according to the Resurvey of Lots 3 thru 11, Wilbanks Survey of Elyton, an unrecorded map, as recorded in Map Book 164, page 5, in the Probate Office of Jefferson County, Alabama.

PARCEL IV:

Lot 3-A, Block 264, according to Alabama Central Credit Union Resurvey, as recorded in Map Book 169, page 63, in the Probate Office of Jefferson County, Alabama.

PARCEL V:

Being at part of the SW 1/4 of NW 1/4 of Section 34, Township 18 South, Range 4 West and described as follows:

Commence at the SW corner of said 1/4-1/4 Section, thence North along the West line of same a distance of 138.10 feet to the point of beginning, said point being on the Easterly right of way line of Jay Bird Road; thence continue along the last named course a distance of 214.40 feet; thence 111°58' to the right in a Southeasterly direction a distance of 127.57 feet to the Westerly right of way line of Huntsville Road; thence 103°24' to the right in a Southwesterly direction a distance of 204.40 feet to the point of beginning.

Situated in Jefferson County, Alabama.

State of Alabama - Jefferson County

I certify this instrument filed on:

1998 MAR 06 P.M. 12:56

Recorded and \$

622.05

Mtg. Tax

and \$

Deed Tax and Fee Amt.

\$ 69.50

Total \$

691.55

GEORGE R. REYNOLDS, Judge of Probate



9803/5030

WHEN RECORDED RETURN TO:

9 8 6 0 / 7 7 4 3

EXHIBIT C 30.50
Michael J. Brandt, Esq.
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

(9 8 0 3 / 5 0 3 1)

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment"), made as of March 6, 1998, by **WILSON OIL COMPANY, INC.**, an Alabama corporation, **RAYMOND K. WILSON, FRANCES R. WILSON** (husband and wife) and **RAYMOND E. WILSON** (a married man) ("Assignor"), whose address is 8 Second Avenue North, Birmingham, Alabama 35211, Jefferson County, Alabama, to **PORTER FINANCIAL CORPORATION**, an Alabama corporation ("Lender"), whose address is 2112 First Avenue North, Birmingham, Jefferson County, Alabama 35203.

WITNESSETH:

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Lender all right, title and interest of Assignor in, to and under all leases and occupancy agreements, whether written or oral, now or hereafter affecting that certain real property (the "Property") described on Exhibit A attached hereto and made a part hereof, or any part thereof and all amendments, extensions and renewals of such leases and occupancy agreements and any of them (all of which are sometimes hereinafter referred to individually as a "Lease" and collectively as the "Leases"), any and all security for the performance of lessee's obligations under a Lease, including without limitation, any and all guaranties of lessee's performance under any Lease, the immediate and continuing right to collect and receive all rents, issues, income, profits and all other amounts which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Property, all security deposits, damage deposits and other funds paid to Assignor by any lessee, (all such items referred to in this paragraph are sometimes herein collectively referred to as the "Rents").

This Assignment is made for the purpose of securing (a) the payment of the indebtedness evidenced by that certain Promissory Note of even date herewith in the principal amount of **FOUR HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$414,700.00)**, made by Assignor, as Maker, to the order of Lender, as Holder, and any and all extensions, modifications, substitutions, replacements, consolidations or renewals thereof (hereinafter collectively referred to as the "Note"), and secured by, among other things, that certain Mortgage and Security Agreement of even date herewith (the "Mortgage"), made by Assignor, as Mortgagor, to Lender, as Mortgagee, upon the Property; (b) the payment of all other sums with interest thereon becoming due and payable to Lender under the provisions of this Assignment, the Mortgage or any and all other documents now or hereafter constituting additional security for the loan (the "Loan") evidenced by the Note [this Assignment, the Mortgage, such additional security documents and any other document now or hereafter executed

and delivered in connection with the Loan (except for that certain Environmental Indemnity Agreement of even date herewith, from Assignor and Ray K. Wilson, Frances R. Wilson and Ray E. Wilson, as Indemnitors, to Lender, as Lender) are sometimes hereinafter collectively referred to as the "Loan Documents"]; and (c) the performance and discharge of each and every term, covenant and condition of Assignor contained herein, in the Note, the Mortgage and all other Loan Documents.

Assignor represents and warrants to, and covenants and agrees with, Lender as follows:

1. Assignor is the sole owner of the entire lessor's interest in the Leases and has all necessary right, power and authority to assign to Lender the Leases and the Rents. Assignor has not executed any other assignment of any Lease or the Rents. Assignor has not and shall not perform any acts or execute any other instruments which might prevent Lender from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

2. The Leases (a) are valid and enforceable in accordance with their terms, and (b) have not been altered, modified, amended, terminated or renewed, nor have any of the terms and conditions thereof been waived in any manner whatsoever, except as approved in writing by Lender.

3. There are no defaults now existing under any Lease on the part of either Assignor or the lessee thereunder and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default by either Assignor or the lessee under any Lease. Assignor shall fulfill or perform each and every condition and covenant of each Lease by the lessor thereunder to be fulfilled or performed. Assignor shall, at the sole cost and expense of Assignor, enforce the performance or observance of each and every covenant and condition of each Lease to be performed or observed by the lessee thereunder.

4. Assignor has not collected or accepted, and shall not collect or accept payment of rent under any Lease for more than the current month in advance.

5. No Leases have been or will be entered into except for actual occupancy of the Property by the lessees thereunder.

6. Assignor shall not (a) execute any other assignment of the Rents; (b) execute or enter into any future Lease of any portion of the Property without the prior written consent of Lender; (c) terminate or consent to the cancellation or surrender of any Lease or tenancy of the Property or of any part thereof, now existing or hereafter to be made; (d) except in the ordinary course of business in the exercise of sound business judgment modify, alter, amend, renew or extend the terms of any Lease or tenancy, including without limitation, shortening the unexpired term thereof or decreasing the amount of the Rents payable thereunder; (e) accept prepayments of any installments of Rents to become due and payable under any Lease or tenancy for more than each current month in advance; (f) except in the ordinary course of business in the exercise of

sound business judgment consent to an assignment or subletting, in whole or in part, without the prior written consent of Lender; (g) except in the ordinary course of business in the exercise of sound business judgment consent to a release of any lessee obligation under any Lease; (h) incur any indebtedness to any lessee; or (i) in any other manner impair the value of the Property or the security of Lender for the payment of the Note.

7. Assignor shall furnish to Lender, within thirty (30) days after request by Lender to do so, a current rent roll for the Property, certified by Assignor and listing each unit, the tenant, the rental rate of the unit, the expiration date of the Lease, the amount of any security deposit and such other matters as may be reasonably requested by Lender.

8. Assignor (a) shall not permit any Lease to become subordinate to any lien other than the lien of the Mortgage (b) shall not, without the prior written consent of Lender, exercise any right it may have to declare any Lease to be subordinate to the lien of the Mortgage; and (c) shall, upon the request of Lender, exercise any such right to declare any Lease to be subordinate to the lien of the Mortgage. Any Lease entered into after the date of this Assignment shall contain a provision whereby the lessee agrees to attorn to Lender in the event Lender obtains title to the Property through foreclosure or exercise of power of sale under the Mortgage or deed in lieu of foreclosure or exercise of power of sale.

9. Assignor shall and does hereby assign and transfer to Lender any and all subsequent Leases, and shall execute and deliver at the request of Lender all such further assurances and assignments as Lender shall from time to time reasonably require or deem necessary.

The parties further agree as follows:

10. This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Assignor shall have a license to receive, collect and enjoy the Rents. Upon the occurrence of an Event of Default, such license shall cease, Assignor shall immediately turn over to Lender all such Rents which may then be in its possession or under its control, and Lender may, at its option, receive and collect all such Rents, as they become due. Lender shall thereafter continue to receive and collect all such Rents as long as any Event of Default shall exist, and during the pendency of any foreclosure proceedings, and during any redemption period. Upon the occurrence of an Event of Default under the Mortgage or other Loan Document, Assignor hereby irrevocably appoints Lender its true and lawful attorney or agent-in-fact, at the option of Lender and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions and to sue in the name of Assignor or Lender for or otherwise collect all Rents and apply the same as provided herein. Such appointment shall be deemed to be coupled with an interest and shall not be revocable by Assignor. Assignor hereby expressly authorizes and directs lessees of any part of the Property to pay any and all Rents due Assignor pursuant to the Leases to Lender or such nominee as Lender may designate in writing delivered to and received by such lessees, who are

make Lender liable for the performance of any of the terms and conditions of any Lease, or for any waste of the Property by the lessee under any Lease or any other party, or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property resulting in loss, injury or death to any lessee, licensee, employee or stranger.

15. Assignor agrees to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with, the Leases or the obligations, duties or liabilities of Assignor and any lessee thereunder, and, upon request by Lender, shall do so in the name of and on behalf of Lender, but at the expense of Assignor.

16. Lender may take or release other security, may release any party primarily or secondarily liable for any obligation secured hereby, may grant extensions, renewals or indulgences with respect to such obligation and may apply any other security therefor held by it to the satisfaction of such obligation without prejudice to any of its rights hereunder. Should Assignor fail to perform any lease covenant within fifteen (15) days after receipt of written notice of such failure by Assignor from Lender (except that if in Lender's sole opinion, such failure constitutes an emergency situation which could jeopardize or impair Lender's security, no such notice and grace period shall be applicable), Lender may, at its option, although it shall not be obligated to do so, perform any lease covenant for and on behalf of Assignor and any monies expended in so doing shall be chargeable with interest, as provided in the Mortgage, to Assignor and added to the indebtedness secured hereby. No action taken by Lender hereunder shall cause it to be deemed a mortgagee in possession unless Lender elects, in writing, to be so deemed, or shall make it accountable for Rents other than those actually collected. Waiver of or acquiescence by Lender in any default by Assignor, or failure of Lender to insist upon strict performance by Assignor of any warranties, covenants or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar. The rights and remedies of Lender under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights or remedies which Lender shall have under the Note, the Mortgage or any other Loan Document, or at law or in equity.

17. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

18. All notices to be given pursuant to this Assignment shall be given in the manner provided in the Mortgage.

19. This Assignment applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, executors, administrators, successors and assigns. The term "Lender", as used in this Assignment, shall mean the holder and owner, including pledgees, of

expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made. Assignor hereby further authorizes and directs any property manager of the Property to deliver any and all Rents in the possession or control of such property manager to Lender or such nominee as Lender may designate in writing delivered to and received by such property manager, who is expressly relieved of any and all duty, liability or obligation to Assignor in respect of all amounts so delivered.

11. Lender is hereby vested with full power, upon the occurrence of an Event of Default to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the Rents, including without limitation, the right of Lender or its designee to enter upon the Property, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Property together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude Assignor, its agents or servants, wholly therefrom. Assignor hereby grants full power and authority to Lender to exercise all rights, privileges and powers herein granted at any and all times hereafter, with full power to use and apply all of the Rents to the payment of any indebtedness or liability of Assignor to Lender and of the costs of managing and operating the Property, including without limitation, to the payment of taxes, general and special assessments, insurance premiums, damage claims, the reasonable costs of maintaining, repairing, rebuilding and restoring the improvements on the Property or of making the same rentable or of bringing the same into compliance with all laws, statutes, codes, rules, regulations, orders, decrees, ordinances, covenants, conditions and restrictions now or hereafter affecting the Property or the operation thereof, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Lender on the Note, all in such order as Lender may determine.

12. Neither the exercise by Lender of its option to collect the Rents, as they become due, nor the exercise by Lender of any other right, privilege or power herein granted shall by itself cure or waive any default under this Assignment or any Event of Default under the Mortgage or any other Loan Document.

13. Lender shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any Lease and does not assume any of the liabilities in connection with or arising out of the covenants and agreements of Assignor in the Leases. Assignor shall, and does hereby agree to, indemnify Lender and hold it harmless from any liability, loss or damage, including without limitation, reasonable attorneys' fees, which may or might be incurred by it under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease.

14. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property, or any part thereof, upon Lender, nor shall it operate to

the Note, whether or not named as Lender herein. The term "Assignor", as used in this Assignment, shall mean and include all successors in interest and assigns of the original Assignor, herein.

20. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form. The singular shall include the plural and the plural shall include the singular. This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change or waiver is sought.

21. Upon payment in full of all indebtedness secured by the Mortgage, as evidenced by a recorded full release and satisfaction of the Mortgage, as well as any sums which may be payable hereunder, this Assignment shall become and be void and of no further force or effect.

22. The Note contains provisions with respect to limitation of the liability of Assignor with respect to the Loan, which provisions are incorporated herein by this reference.

23. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Rents and Leases as of the date first above written.

WILSON OIL COMPANY, INC.

By: Raymond K. Wilson
Raymond K. Wilson
Its President

Raymond K. Wilson
Raymond K. Wilson

Frances R. Wilson
Frances R. Wilson

Raymond E. Wilson
Raymond E. Wilson

MORTGAGEE:

PORTER FINANCIAL CORPORATION

By: [Signature]
Its: President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Raymond K. Wilson, whose name as President of Wilson Oil Company, Inc., an Alabama corporation, is signed to the foregoing Assignment of Rents and Leases, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, 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 5th day of March, 1998.

Sheri W. Jones
Notary Public
My Commission Expires: 1/4/02

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Raymond K. Wilson, an individual whose name is signed to the foregoing Assignment of Rents and Leases, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Assignment of Rents and Leases, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5th day of March, 1998.

Sheri W. Jones
Notary Public
My Commission Expires: 1/4/02

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Frances R. Wilson, an individual whose name is signed to the foregoing Assignment of Rents and Leases, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Assignment of Rents and Leases, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5th day of March, 1998.

Sherril W. Jones
Notary Public

My Commission Expires: 1/4/02

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Raymond E. Wilson, an individual whose name is signed to the foregoing Assignment of Rents and Leases, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Assignment of Rents and Leases, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5th day of March, 1998.

Sherril W. Jones
Notary Public

My Commission Expires: 1/4/02

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marc Porter, whose name as President of Porter Financial Corporation, a corporation, is signed to the foregoing Assignment of Rents and Leases, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, (s)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 5th day of March, 1998.

Shirley W. Jones
Notary Public

My Commission Expires: 1/4/02

EXHIBIT A

State of Alabama - Jefferson County
I certify this instrument filed on:
1998 APR 03 A.M. 09:43
Recorded and \$
and \$
\$ 30.50 Total \$ 30.50
GEORGE R. REYNOLDS, Judge of Probate



9860/7743 BESS

PARCEL I:

Lot 20-A, according to the Resurvey of Lots 18, 19 and 20 in Block 245, Elyton Land Company's Survey of the City of Birmingham, as recorded in Map Book 160, page 59, in the Probate Office of Jefferson County, Alabama.

PARCEL II:

The South 90 feet of Lots 18, 19 and 20, Block 11, according to the Survey of Owenton as recorded in Map Book 2, page 26 in the Probate Office of Jefferson County, Alabama.

PARCEL III:

Lot 3-A, according to the Resurvey of Lots 3 thru 11, Wilbanks Survey of Elyton, an unrecorded map, as recorded in Map Book 164, page 5, in the Probate Office of Jefferson County, Alabama.

PARCEL IV:

Lot 3-A, Block 264, according to Alabama Central Credit Union Resurvey, as recorded in Map Book 169, page 63, in the Probate Office of Jefferson County, Alabama.

PARCEL V:

Being at part of the SW 1/4 of NW 1/4 of Section 34, Township 18 South, Range 4 West and described as follows:

Commence at the SW corner of said 1/4-1/4 Section, thence North along the West line of same a distance of 138.10 feet to the point of beginning, said point being on the Easterly right of way line of Jay Bird Road; thence continue along the last named course a distance of 214.40 feet; thence 111°58' to the right in a Southeasterly direction a distance of 127.57 feet to the Westerly right of way line of Huntsville Road; thence 103°24' to the right in a Southwesterly direction a distance of 204.40 feet to the point of beginning.

Situated in Jefferson County, Alabama.

mb\3489\002\assignr&l.02

State of Alabama - Jefferson County
I certify this instrument filed on:
1998 MAR 06 P.M. 12:59
Recorded and \$
and \$
\$ 27.00 Total \$ 27.00
GEORGE R. REYNOLDS, Judge of Probate



9803/5031

Record in Birmingham and Bessemer

ASSIGNMENT OF NOTE AND SECURITY

STATE OF ALABAMA
JEFFERSON COUNTY

FOR VALUE RECEIVED, the undersigned hereby transfers, sets over, and assigns, without recourse, unto the THE BANK all of its right, title, and interest in and to the following:

1. Installment Note dated as of September 17, 1997, made by Wilson Oil Company, Inc. in the original principal amount of \$184,084.56 payable to SouthTrust Bank, National Association and assigned to the undersigned by Assignment dated March 6, 1998.
2. Real Estate Mortgage and Security Agreement dated as of December 17, 1991 by Wilson Oil Company, Inc., as Mortgagor, to SouthTrust Bank of Alabama N.A., as Mortgagee, recorded on December 31, 1991, in the Probate Office of Jefferson County, Alabama in Real 4170, page 186-189, as amended by that certain Amendment to Mortgage dated April 21, 1992, recorded for record on April 28, 1992, in the Probate Office of Jefferson County, Alabama, in Real 4259, page 602, and assigned to the undersigned by Assignment dated March 6, 1998 and recorded as Instrument 9803/5029 in the Office of the Judge of Probate of Jefferson County, Alabama.
3. Title Insurance Policy from Commonwealth Land Title Insurance Company dated as of August 10, 1992, Policy Number 443-476150, in the amount of \$486,000.00.
4. Amended and Restated Promissory Note, dated March 6, 1998 in the original principal amount of \$414,700.00, executed by WILSON OIL COMPANY, INC in favor of PORTER FINANCIAL CORPORATION.
5. Amended and Restated Real Estate Mortgage and Security Agreement dated March 6, 1998, by Wilson Oil Company, Inc. Raymond K. Wilson, Frances R. Wilson, and Raymond E. Wilson, as Mortgagors, to Porter Financial Corporation as Mortgagee, and recorded on March 6, 1998 as Instrument 9803/5030 in the Office of the Judge of Probate of Jefferson County, Alabama, and on April 3, 1998 as instrument 9860/7742 in the Office of the Judge of Probate of Jefferson County, Alabama (Bessemer Division).
6. Assignment of Rents and Leases dated March 6, 1998, by Wilson Oil Company, Inc. Raymond K. Wilson, Frances R. Wilson, and Raymond E. Wilson, as Assignors, to Porter Financial Corporation as Lender, and recorded on March 6, 1998 as Instrument 9803/5031 in the Office of the Judge of Probate of Jefferson County, Alabama, and on April 3, 1998 as instrument 9860/7743 in the Office of the Judge of Probate of Jefferson County, Alabama (Bessemer Division).

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed and its seal affixed by its duly authorized officer this 12 day of May, 1999.

PORTER FINANCIAL CORPORATION

BY: _____

(Its _____)

State of Alabama - Jefferson County
I certify this instrument filed on:
1999 MAY 13 P.M. 14:06
Recorded and \$ 124.65 Mtg. Tax
and \$ Deed Tax and Fee Amt.
\$ 117.50 Total \$ 242.15
GEORGE R. REYNOLDS, Judge of Probate



9907/0717

Inst # 1999-21114

05/19/1999-21114
01:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
045 MMS 125.00

State of Alabama
Jefferson County

I, the Undersigned, as Judge of Probate in and for
said County, in said State, hereby certify that the
foregoing is a full, true and correct copy of the
instrument with the filing of same as appears of
record in this office in vol. 9907 page 0717.

Given under my hand and official seal, this the 13th
day of May, 1999.

Michael F. Bohm
Judge of Probate