040000299,3 Loan ID:

THIS INSTRUMENT PREPARED BY

(NAME) ALIANT BANK

P O BOX 383067, BIRMINGHAM, AL 35238-3067 (ADDRESS)

STATE OF ALABAMA COUNTY OF SHELBY

Inst # 1999-27015

WORDS USED OFTEN IN THIS DOCUMENT

06/28/1999-27015

(A) "Mortgage". This document, which is dated

21st 1999 1:45 PMILERRENCEDEL JUNE

(B) Borrower.

SHELBY COUNTY JUNCE OF PRODATE

124,68 CDM

HPH PROPERTIES, INC., a corporation

will sometimes be called "Borrower" and sometimes simply "I".

(C) \*Lender\* ALIANT BANK

will be called "Lender". Lender is a corporation which was formed and which exists under the laws of the State of Alabama. Lender's address is P O BOX 383067 BIRMINGHAM, AL 35238-3067

JUNE 21, 1999 (D) "Note". The note signed by Borrower and dated

as such may hereafter be renewed.

extended or modified, will be called the "Note". The Note shows that I owe Lender

SEVENTY-TWO THOUSAND THREE HUNDRED SEVENTY-FIVE AND NO/100

dollars, plus interest, which I have promised to pay in payments of principal and interest for 6 months , or such later date to which maturity may be extended (if not with a final payment due on DECEMBER 21, 1999 more than 20 years from the date hereof). The final payment may be a balloon payment which may be refinanced from time to time

(E) "Property". The property that is described below in the section titled "Description Of The Property", will be called the "Property"

#### BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I grant, bargain, sell and convey the Property to Lender. This means that, by signing this Mortgage, I am giving Lender the rights that I have in the property subject to the terms of this Mortgage. The Lender also has those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender those rights to protect Lender from possible losses that might result if I fail to:

(A) Pay all the amounts that I owe Lender as stated in the Note;

(B) Pay, with interest, any amounts that Lender spends under this Mortgage to protect the value of the Property and Lender's rights in the Property,

(C) Pay, with interest, any other amounts that Lender lends to me as Puture Advances under Paragraph 7 below;

(D) Pay any other amounts that I may owe Lender, now or in the future, including any amounts that I become obligated to pay as a result of another loan from Lender or my guaranty of a loan to someone else by Lender, sometimes referred to as "Other Debts"; and

(E) Keep all of my other promises and agreements under this Mortgage.

If I keep the promises and agreements listed in (A) through (E) above, this Mortgage and the transfer of my rights in the Property will become void and will end.

### LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS

If I fail to keep any of the promises and agreements made in this Mortgage, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. This requirement will be called "Immediate Payment in Full".

If I fail to make Immediate Payment in Full, Lender may sell the Property at a public auction. The public auction will be held at the front door of the courthouse in the county where the Property is located. The Lender or its attorney, agent or representative (the "auctioneer") may sell the Property in lots or parcels or as one unit as it sees fit at this public auction. The Property will be sold to the highest bidder, or if purchased by Lender, for credit against the balance due from Borrower.

Notice of the time, place and terms of sale will be given to the public by publishing the notice with a description of the Property once a week for three (3) consecutive weeks in a newspaper of general circulation in the county where the sale will be held. The lender or auctioneer shall have the power and authority to convey all of my rights in the Property to the buyer at the public auction, and use the money received to pay the following amounts:

(1) all expenses of the sale, including advertising and selling costs and attorney's and auctioneer's fees;

(2) all amounts that I owe Lender under the Note and under this Mortgage; and

(3) any surplus, that amount remaining after paying (1) and (2), will be paid to the borrower or as may be required by law.

If the money received from the public sale does not pay all of the expenses and amounts I owe Lender under the Note and this Mortgage, I will promptly pay all amounts remaining due after the sale, plus interest at the rate stated in the Note.

The Lender may buy the Property or any part or interest in the Property at the public auction. If the Lender buys the Property, the auctioneer will make the deed in the name of the Borrower.

### DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (I) below:

(A) The property which is located at LOT 43 SAVANNAH POINTE, ALABASTER, AL 35007

SHELBY

County in the State of

ΑL

It has the

following legal description:

This property is in

Lot 43, according to the Survey of Savannah Pointe, Sector III, Phase I, as

recorded in Map Book 25, Page 113, in the Probate Office of Shelby County, Alabama. This is a purchase money mortgage.

All building materials and equipment of every character and description, all lighting, heating and plumbing futures of every character and description, and all other property and things now owned or hereafter acquired, used or useful in connection of the building and improvements erected on the above described real estate, wherever the same may be located, whether on or adjacent to said real estate, in storage or otherwise.

AN40 4640 Revised Commercial Mortgage Construction 6/10/98

ENEY, ATTORNEY AT LAW CLANTON T. SWE

(If the property is a condominium, the following must be completed:) This property is part of a condominium project known as

(called the "Condominium Project"). This property includes my unit and all of my rights in the common elements of the Condominium Project;

(B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;

(C) All rights in other property that I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property;"

(D) All rents or royalties from the property described in paragraph (A) of this section;

- (E) All mineral, oil and gas rights and profit, water rights and water stock that are part of the property described in paragraph (A) of this section.
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section:
- (G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and all replacements of and additions to those fixtures, except for those fixtures, replacements or additions that under the law are "consumer goods" and that I acquire more than twenty (20) days after the date of the Note;
- (H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future; and
- (I) All replacements of or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section

# BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that except for the "exceptions" listed in the description of the Property: (A) I lawfully own the Property: (B) I have the right to mortgage, grant and convey the Property to Lander; and (C) there are no outstanding claims or charges against the Property

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

I promise and I agree with Lender as follows:

#### 1. BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATIONS I will promptly pay to Lender when due; principal and interest under the Note; late charges and prepayment charges as stated in the Note, principal and interest on Future Advances that I may receive under Paragraph 7 below; any amounts expended by Lender under this Mortgage. and all Other Debts.

### 2. LENDER'S APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraph 1 above in the following order and for the following purposes:

- (A) First to pay interest then due under the Note; and
- (B) Next, to late charges, if any; and
- (C) Next, to lenders costs and expenses, if any; and
- (D) Next, to pay principal then due under the Note.

# 3. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY

I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Mortgage, I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) Upon request, I will give Lander a receipt which shows that I have made these payments.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien." I will promptly pay or satisfy all liens against the Property that may be superior to this Mortgage. However, this Mortgage does not require me to satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation; or (B) !, in good faith, argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up.

### Condominium Assessments

If the Property includes a unit in a Condominium Project, I will promptly pay when they are due, all assessments imposed by the owners association or other organization that governs the Condominium Project. That association or organization will be called the "Owners Association."

# 4. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY

#### (A) Generally

I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. Lender may not require me to obtain an amount of coverage that is more than the value of all buildings and other improvements on the Property.

I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lander. Lender will have the right to hold the policies and renewals.

I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." The proceeds will be used to reduce the amount that I owe to Lender under the Note and this Mortgage, unless Lender and I have agreed to use the proceeds for repairs, restoration or otherwise.

The Lender has the authority to settle any claim for insurance benefits and to collect the proceeds. Lender then may use the proceeds to reduce the amount that I owe to Lender under the Note and under this Mortgage or to repair or restore the Property as Lender may see fit.

If any proceeds are used to reduce the amount of principal which I owe to Lender, under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and this Mortgage. However, Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property by purchase at foreclosure sale, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender will belong to Lender However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage

### (B) Agreements that Apply to Condominiums

(i) If the Property includes a unit in a Condominium Project, the Owners Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy." So long as the master policy remains in effect and meets the requirements stated in this Paragraph 4: (a) my obligation to obtain and to keep hazard insurance on the Property is satisfied; and (b) if there is a conflict, concerning the use of proceeds, between (1) the terms of this Paragraph 4, and (2) the law or the terms of the declaration, by-laws. regulations or other documents creating or governing the Condominium Project, then that law or the terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is Interupted or terminated. During any time that the master policy is not in affect, the terms of (a) and (b) of this subparagraph 4(B)(I) will not apply.

(ii) If the Property Includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property, I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph 4(B)(II) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. The use of proceeds to reduce the amount that I owe to Lender will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Note.

Loan ID: 0400002993

#### BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE, AND AGREEMENTS ABOUT 5. CONDOMNIUMS

(A) Agreements about Maintaing the Property and Keeping Promises in Lease

I will keep the Property in good repair, I will not destroy or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenent on the Property, I will fulfill my obligations under my lease.

(B) Agreements that Apply to Condominiums

The same of the same of the same of

If the Property is a unit in a Condominium Project, I will fulfill any of my obligations under the declaration, by-laws, regulations and other documents that create or govern the Condominium Project. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing. Those actions are:

(a) The abandonment or termination of the Condominium Project unless the abandonment or termination is required by law:

(b) Any algorithment change to the declaration, by-laws or regulations of the Owners Association, trust agreement, articles of incorporation or other documents that create or govern the Condominium Project, including, for example, a change in the percentage of ownership rights held by unit owners in the Condominium Project; and

(a) A decision by the Owners Associator to terminate professional management and to begin self-management of the Condominium Project

#### LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY

If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, a legal proceeding in bankruptcy, in probate, for condemnation,or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions under this Paragraph 5 may include, for example, obtaining insurance on the Property, appearing in court, paying reasonable attorneys fees, and entering on the Property to make repairs.

I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 6. This Mortgage will protect Lender in case I do not keep this Promise to pay those amounts, with Interest at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender, However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 6, Lender does not have to do so.

#### AGREEMENTS ABOUT FUTURE ADVANCES AND REFINANCING 7.

I may ask Lender to make one or more loans to me in addition to the loan that I promise to pay under the Note, or to refinance the amount due under the Note. Lender may, before this Mortgage is discharged, make additional loans to me or refinance the amount due under the Note.

LENDER'S RIGHTS IF SORROWER TRANSFERS THE PROPERTY

If I sell or transfer all or part of the Property or any rights in the Property, Lender will require immediate Pyament in Full.

#### CONTINUATION OF BORROWER'S OBLIGATIONS

My obligations under this Mortgage are binding upon me, upon my heirs and my legal representatives in the event of my death, and upon anyone who obtains my rights in the Property.

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and integest due under the Note or under this Mortgage. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Mortgage unless Lender specifically releases me in writing from my obligations. Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so, Lender will not be required to bring a leweult against such a person for not fulfilling obligations under the Note or under this Mortgage, even if Lander is requested to do so.

#### CONTINUATION OF LENDER'S RIGHTS 10.

Even it Lander does not exercise or enforce any right of Lender under the Note, this Mortgage or under the law. Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pay taxes, or pays other claims, charges or liens against the Proprety. Lender will still have the right to demand that I make immediate Payment in Full of the amount that I owe to Lander under the Noe and under this Mortgage.

11. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS; OBLIGATIONS OF BORROWERS; AGREEMENTS CONCERNING CAPTIONS

Each of Lender's rights under this Mortgage is separate, Lender may exercise and enforce one or more of those rights, as well as any of Lender's other rights under the law, one at a time or all at once.

If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Morigage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then: (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (B) that person is not personally obligated to make payments or to act under the Note or under this Mortgage.

The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

#### LAW THAT GOVERNS THIS MORTGAGE 12.

The law that applies in the place that the Property is located will govern this Mortgage. The law of the State of Alabama will govern the Note. If any term of this Morigage or of the Note conflicts with the law, all other terms of this Morigage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Note which conflict with the law, can be separated from the remaining terms, and the remaining terms will still be enforced.

By signing this Mortgage I agree to all of the above.

ALAN C. HOWARD, Its:	PRESIDENT
BY:	
RALPH C PACKER, Its:	VICE PRESIDENT
BELVIN CURTIS HARPER,	Its: SECRETARY/TR

ALE ALB1 12/01 3780

Loam ID: 0400002993

Alabama)  f Jefferson)  the undersigned, a Notary Public in and for said County, in said State, hereby certify, whose name as PRESIDENT and with full authority, executed the same voluntarily for and as the act of said contents of the conveyance and who is known to me, action, is signed to the foregoing conveyance and who is known to me, action, is signed to the foregoing conveyance whose name as Vice President of H.P.H. Properties, corporation, is signed to the foregoing conveyance and who is known to me, actions are not this day that, being informed of the contents o	whose name(s)  signed to the foregoing conveyance, and who of the contents of this conveyance,  Given under my hand and official seef this  BTATE OF ALABAMA  ) COUNTY OF STATESON  1, the undersigned authority that ALAN C. HOWARD of HPH PROPERTIES, INC.  and who is known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, he/she as such PRESIDENT  and with its known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, he/she as such PRESIDENT  Given under my hand and official seef this  (and with its further than the foregoing conveyance as such conveyance, he/she as such PRESIDENT  Given under my hand and official seef this  (and with this authority, suscuted the same voluntarily for and as the act of said entity  (day of JUNE  1999  Wy commission expires:  06/05/2003	STATE OF ALABAMA )	· , ,
whose name(s)  whose name voluntarily on the day the same bears date.  day of  Notary Public  Notary Public in and for said County, in said State, hereby certify, whose name as PRESIDENT  PRETIES, INC.  a corporation  who to me, achnowledged before me on this day that, being informed of the contents of such conveyance, he/she  SIDENT and with full suifority, executed the same voluntarily for and as the act of said entity  der my heard and official seel this  1999  Alabama)  f Jefferson)  the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties, corporation, is signed to the foregoing conveyance and who is known to me, dged before me on this day that, being informed of the contents of the conveyanc such officer and with full authority, executed the same voluntarily for he act of said corporation. an under my hand and seal of office this the 21st of June, 1999.	interest to the foregoing conveyance, and who of the contents of this conveyance, Gaven under my hand and official seaf this  STATE OF ALABAMA  ) COUNTY OF STATE OF ALABAMA  ) A Notary Public in and for said County, in said State, hereby certify that Ralph C, Parker whose name as Vice President of H.F. Properties.  STATE OF Alabama)  Obviously of Jefferson  1, the undersigned authority and with full authority, executed the same voluntarily for and as the act of said conveyance, hereby certify that Ralph C, Parker whose name as Vice President of H.F. Properties. Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, hereby certify that Ralph C, Parker whose name as Vice President of H.F. Properties. Inc., a corporation, is signed to the foregoing conveyance, hereby certify that Ralph C, Parker whose name as Vice President of H.F. Properties. Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance here as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office that the plant of the contents of the conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance and who is known to me, acknowledged before and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office that the plant of the contents of the conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance.  Notary Public	COUNTY OF	
known to me, acknowledged before me on this day that, being informed executed the same voluntarity on the day the same bears date. In the undersigned authority and the same voluntarity on the day of the same bears date.  Alabama)  f Jefferson)  The undersigned, a Notary Public, in and for said County, in said State, hereby certify, whose name as PRESIDENT and with full authority, executed the same voluntarity for and as the act of said entity day of JUNE 1999  Alabama)  f Jefferson)  The undersigned, a Notary Public, in and for said County and for said State, excited the same voluntarity for and as the act of said entity day of JUNE 1999  Alabama)  f Jefferson, is signed to the foregoing conveyance and who is known to me, aged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation.  an under my hand and seal of office that the 21st of June, 1999.	A Notary Public in and for said County, in said State, hereby certify that and official seed this 21st day of JUNE 1999  Trate OF Alabama )  Country of Jefferson)  I, the undersigned authority and who is known to me, scknowledged before me on this day that, being informed of the contents of the conveyance and who is formed express:  STATE OF Alabama )  Country of Jefferson)  I, the undersigned authority is a Notary Public in and for said County, in said State, hereby certify that Alah C. HOWARD whose name as PRESIDENT is signed to the foregoing conveyance and who is known to me, scknowledged before me on this day that, being informed of the contents of such conveyance, he /she is such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  I, the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Ralph C, Parker whose name as Vice President of H.P.B. Properties. Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office that the 21st of June, 1999.  Notary Public	1,	, a Notary Public in and for said County, in said State, hereby certify
executed the same voluntarity on the day the same bears date.  Alabama)  f Jefferson)  The undersigned, a Notary Public, in and for said County, in said State, hereby certify, and with full suffortity, executed the same voluntarity for and as the act of said corporation.  Alabama)  f Jefferson)  The undersigned, a Notary Public, in and for said County and for said State, hereby certify, and with full suffortity, executed the same voluntarity for and as the act of said entity day of JUNE  Alabama)  f Jefferson, the undersigned, a Notary Public, in and for said County and for said State, extrify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. corporation, is signed to the foregoing conveyance and who is known to me, deed before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation.  an under my hand and seal of office the the the 21st of June, 1999.	STATE OF Alabama  Cover under my hard and official seal this  A Notary Public in and for said County, in said State, hereby cert  at ALAN C. HOWARD  A Notary Public in and for said County, in said State, hereby cert  whose name as PRESIDENT  at our properties, INC.  a corporation is signed to the foregoing conveyant day of JUNE  STATE OF Alabama  Cover under my hard and official seal this  A Notary Public in and for said County, in said State, hereby cert  is signed to the foregoing conveyance and seal of my formed of the contents of the conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance and who is known to me, acknowledged before my official seal this day that, being informed of the contents of the conveyance and who is known to me, acknowledged before my official seal this day that, being informed of the contents of the conveyance and who is known to me, acknowledged before m	•	, whose name(s)
Alabama)  f Jefferson)  the undersigned, a Notary Public, in and for said County, in said State, hereby certific.  Alabama)  f Jefferson)  the undersigned, a Notary Public, in and for said County, in said State, hereby certific.  Alabama)  f Jefferson)  the undersigned, a Notary Public, in and for said County and for said State, hereby certification is signed to the foregoing conveyance and with full authority, executed the same voluntarily for and as the act of said entity deer my head and official seel this 21st day of JUNE 1999  Alabama)  f Jefferson)  the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties, corporation, is signed to the foregoing conveyance and who is known to me, diged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation.  an under my hand and seal of office this the 21st of June, 1999.	Given under my hand and official seel this  ATE OF ALABAMA  )  DUNITY OF STATESON  1. the undersigned authority  18 ALAN C. HOWARD  19 A COUPDITION  20 A COUPDITION  21 A COUPDITION  22 A COUPDITION  23 A COUPDITION  24 A COUPDITION  25 A COUPDITION  26 A COUPDITION  26 A COUPDITION  27 A Notary Public in and for said County, in said State, hereby certify  28 ALAN C. HOWARD  29 A Notary Public in and for said county, in said State, hereby certify  29 A COUPDITION  32 A Notary Public in and for said County, in said State, hereby certify  33 A Notary Public in and for said County and for said centry  34 ALAN C. HOWARD  45 A COUPDITION  46 A COUPDITION  47 A Notary Public in and for said County and for said State, hereby certify  48 ALAN C. HOWARD  48 A Notary Public in and for said County and for said State, inc., a corporation, is signed to the foregoing conveyance and who is known to me, increase yellow the said of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  36 A Notary Public  37 A Notary Public  38 A Notary Public  38 A Notary Public  39 A Notary Public  39 A Notary Public  40 A Notary Public in and for said County, in said State, hereby certify  41 ALAN C. HOWARD  42 A Notary Public in and for said County, in said State, hereby certify  42 A Notary Public in and for said County, in said State, hereby certify  43 A Notary Public in and for said County, in said State, hereby certify  44 ALAN C. HOWARD  45 A Notary Public in and for said County, in said State, hereby certify  45 A Notary Public in and for said County, in said State, hereby certify  46 A Notary Public in and for said County, in said State, hereby certify  46 A Notary Public in and for said County, in said State, hereby certify  47 A Notary Public in and for said County, in said State, hereby certify  48 A Notary Publ		· · · · · · · · · · · · · · · · · · ·
Alabama)  f Jefferson)  the undersigned authority  C. HOWARD  TRITIES, INC.  A corporation  The signed to the foregoing conveyance and with full authority, executed the same voluntarily for and as the act of said control is signed to the foregoing conveyance and with full authority, executed the same voluntarily for and as the sct of said entity day of JUNE  Alabama)  f Jefferson)  the undersigned, a Notary Public, in and for said County and for said State, extify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. corporation, is signed to the foregoing conveyance and who is known to me, deed before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation.  en under my hand and seal of office the the the 21st of June, 1999.	Notary Public  Notary Public  Notary Public  TATE OF ALABAMA  1. the undersigned authority  1. a Notary Public in and for said County, in said State, hereby cert  1. the undersigned before me on this day that, being informed of the contents of such conveyance, he/she  1. such PRESIDENT  1. and with tuit sufforthy, executed the same voluntarily for and as the act of said  1. the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Ralph C. Parker whose name as Vice President of H.P.H. Properties.  1. Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  1. Given under my hand and seal of office that the 21st of June, 1999.		
the undersigned authority a Notary Public in and for said County, in said State, hereby certify, c. HOWARD properties, a corporation is signed to the foregoing conveyance who me, acknowledged before me on this day that, being informed of the contents of such conveyance, he/she SIDENT and with full authority, executed the same voluntarily for and as the act of said entity deer my heard and official seel this 21st day of JUNE 1999  Alabama)  Alabama	ALAN C. HOWARD , a Notary Public in and for said County, in said State, hereby cert at ALAN C. HOWARD , whose name as PRESIDENT is algued to the foregoing conveyant of who is known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, he/she such PRESIDENT and with full authority, executed the same voluntarily for and as the act of said entity.  General under my hard and official seel this 21st day of JUNE 1999  y commission expires: 06/05/2003  Notary Public, in and for said County and for said State, hereby certify that Ralph C. Parker whose name as Vice President of H.P.H. Properties, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office that the 21st of June, 1999.	Chiraci musici talà Lieras musi cambin desi dite	day of
the undersigned authority a Notary Public in and for said County, in said State, hereby certify.  C. HOWARD whose name as PRESIDENT is aligned to the foregoing conveyance with the same of the contents of such conveyance, he/she SIDENT and with full authority, executed the same voluntarily for and as the act of said entity dear my hand and official seel this 21st day of JUNE 1999  Alabama)  Alabama)  f Jefferson)  the undersigned, a Notary Public, in and for said County and for said State, extify that Raiph C. Parker whose name as Vice President of H.P.H. Properties, corporation, is signed to the foregoing conveyance and who is known to me, diged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation.  an under my hand and seal of office that the 21st of June, 1999.	OUNTY OF TATE OF Alabama)  County of James Son  1. the undersigned authority whose name as PRESIDENT whose name as PRESIDENT whose name as PRESIDENT whose name as PRESIDENT and with full authority, executed the same voluntarily for and as the act of said entity  Given under my hand and official seel the 21st day of JUNE 1999  STATE OF Alabama)  County of Jefferson)  1. the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office that the 21st of June, 1999.  Notary Public	y commission expires:	
the undersigned authority and Notary Public in and for said County, in said State, hereby certify, c. HOWARD whose name as PRESIDENT is aligned to the foregoing conveyance with the sufficient of the same voluntarily for and as the act of said entity dear my head and official seal the 21st day of JUNE 1999  Alabama) f Jefferson) the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties, corporation, is signed to the foregoing conveyance and who is known to me, aged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation. an under my hand and seal of office that the 21st of June, 1999.	It the undersigned authority  1. the undersigned authority  2. A Notary Public in and for said County, in said State, hereby cert  3. ALAN.C. HOWARD  3. A corporation  3. A corporation  4. ALAN.C. HOWARD  4. A corporation  5. A corporation  6. State of Alabama  6. A corporation  6. A corporation  6. A corporation  7. A corporation  7. A corporation  7. A corporation  8. A corporation  8. A corporation  8. A corporation  8. A corporation  9. A corporation  10. A		Notary Public
Alabama)  f Jefferson)  the undersigned authority  a. Notary Public in and for said County, in said State, hereby certify the undersigned authority  a. a corporation  a. a corporation  and with full authority, executed the same voluntarily for and as the act of said entity  der my head and official seel this  21st  Alabama)  f Jefferson)  the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. corporation, is signed to the foregoing conveyance and who is known to me, deed before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation.  an under my hand and seal of office that the 21st of June, 1999.	ALAN C. HOWARD  MY ALAN C. HOWARD  MY ALAN C. HOWARD  MY HOME name as PRESIDENT  A a corporation  My home name as PRESIDENT  MY h	DUNTY OF SECOND	
went to me, acknowledged before me on this day that, being informed of the contents of such conveyance, he/she SIDENT and with full authority, executed the same voluntarily for and as the act of said entity day of JUNE 1999  Alabama)  f Jefferson)  the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. corporation, is signed to the foregoing conveyance and who is known to me, dged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation.  en under my hand and seal of office that the 21st of June, 1999.	who is known to me, acknowledged before me on this day that, being informed of the contents of such conveyence. he/she such PRESIDENT and with full suthority, executed the same voluntarily for and as the act of said entity day of JUNE 1999  The sum of the contents of the contents of the contents of such conveyence. he/she are such PRESIDENT and with full suthority, executed the same voluntarily for and as the act of said entity day of JUNE 1999  The sum of the contents of the contents of the conveyence and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyence, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office that the 21st of June, 1999.	the undersigned authority ALAN C. HOWARD	
Alabama)  f Jefferson)  the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties, corporation, is signed to the foregoing conveyance and who is known to me, dged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation.  an under my hand and seal of office that the 21st of June, 1999.	who is known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, he/she such PRESIDENT and with full sufficiently, executed the same voluntarily for and as the act of said entity.  Given under my hard and official seel this 21st day of JUNE 1999  y commission expires: 06/05/2003  Notary Public  STATE OF Alabama)  County of Jefferson)  I, the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Ralph C. Parker whose name as Vice President of H.P.H. Properties, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office that the 21st of June, 1999.	HPH PROPERTIES, INC.	•
day of JUNE 1999  Alabama) f Jefferson) the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties, corporation, is signed to the foregoing conveyance and who is known to me, dged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation.  an under my hand and seal of office that the 21st of June, 1999.	Given under my herd and official seel this 21st day of JUNE 1999  y commission expires: 06/05/2003  Notary Public  STATE OF Alabama)  County of Jefferson)  I, the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Ralph C. Parker whose name as Vice President of H.P.H. Properties, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office this the 21st of June, 1999.	nd who is known to me, acknowledged before me on this day	
Alabama) f Jefferson) the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties, corporation, is signed to the foregoing conveyance and who is known to me, dged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation. en under my hand and seal of office that the 21st of June, 1999.	Notary Public  STATE OF Alabama)  County of Jefferson)  I, the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Ralph C. Parker whose name as Vice President of H.P.H. Properties, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office that the 21st of June, 1999.		
Alabama) f Jefferson) the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. corporation, is signed to the foregoing conveyance and who is known to me, dged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation. en under my hand and seal of office this the 21st of June, 1999.	STATE OF Alabama) County of Jefferson)  I, the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office that the 21st of June, 1999.	<b>-</b>	
Alabama) f Jefferson) the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. corporation, is signed to the foregoing conveyance and who is known to me, dged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation. en under my hand and seal of office this the 21st of June, 1999.	STATE OF Alabama) County of Jefferson)  I, the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office that the 21st of June, 1999.		$\alpha$
Alabama) f Jefferson) the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties, corporation, is signed to the foregoing conveyance and who is known to me, dged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation. en under my hand and seal of office this the 21st of June, 1999.	STATE OF Alabama) County of Jefferson)  I, the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office that the 21st of June, 1999.	06 /05 /0000	
Alabama)  f Jefferson)  the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties, corporation, is signed to the foregoing conveyance and who is known to me, dged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation. en under my hand and seal of office that the 21st of June, 1999.	STATE OF Alabama) County of Jefferson)  I, the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office that the 21st of June, 1999.	y commission expires: U6/U3/20U3	
f Jefferson) the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties, corporation, is signed to the foregoing conveyance and who is known to me, aged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation. en under my hand and seal of office that the 21st of June, 1999.	I, the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office this the 21st of June, 1999.		Notary Public
f Jefferson) the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties, corporation, is signed to the foregoing conveyance and who is known to me, aged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation. en under my hand and seal of office this the 21st of June, 1999.	I, the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office this the 21st of June, 1999.		<del></del>
f Jefferson) the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties, corporation, is signed to the foregoing conveyance and who is known to me, aged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation. en under my hand and seal of office this the 21st of June, 1999.	I, the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office this the 21st of June, 1999.	STATE OF Alabama)	
the undersigned, a Notary Public, in and for said County and for said State, ertify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. corporation, is signed to the foregoing conveyance and who is known to me, dged before me on this day that, being informed of the contents of the conveyance such officer and with full authority, executed the same voluntarily for he act of said corporation.  en under my hand and seal of office that the 21st of June, 1999.	I, the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Ralph C. Parker whose name as Vice President of H.P.H. Properties. Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  Given under my hand and seal of office that the 21st of June, 1999.  Notary Public	in the second of	
such officer and with full authority, executed the same voluntarily for he act of said corporation.  en under my hand and seal of office that the 21st of June, 1999.	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 seal of office that the 21st of June, 1999.  Notary Public	I, the undersigned, a Notary Pub hereby certify that Ralph C. Parker w Inc., a corporation, is signed to the	whose name as Vice President of H.P.H. Properties.  e foregoing conveyance and who is known to me,
	Notary Public	he, as such officer and with full avand as the act of said corporation.	uthority, executed the same voluntarily for
		Given under my hand and seal of	office that the 21st of June, 1999.
		•	
Notary Public			Notary Public
	my Commission Expires: 06/05/2003		
W- Cttt1. Of for food			my Commassion Expires: 06/05/2003
My Commission Expire : 06/05/2003		·	
-	My Commission Expires:	he, as such officer and with full at and as the act of said corporation.	office that the 21st of Notary Public
W_ A			my Commassion Expires: 06/05/2003
My Commission Expire : 06/05/2003			
My Commission Expires: 06/05/2003		STATE OF Alabama)	
	STATE OF Alabama)	County of Jefferson)	
Alabama)		•	blic, in and for said County and for said State.
Alabama) f Jefferson)	County of Jefferson)		
Alabama) f Jefferson) the undersigned, a Notary Public, in and for said County and for said State,	County of Jefferson) I, the undersigned, a Notary Public, in and for said County and for said State,		
Alabama) f Jefferson) the undersigned, a Notary Public, in and for said County and for said State, ertify that Belvin Curtis Harper whose name as Secretary/TR of H.P.H. Properties	County of Jefferson) I, the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Belvin Curtis Harper whose name as Secretary/TR of H.P.H. Propertie	acknowledged before we am this is the	a roregorng conveyance and who is known to me,
Alabama) f Jefferson) the undersigned, a Notary Public, in and for said County and for said State, ertify that Belvin Curtis Harper whose name as Secretary/TR of H.P.H. Properties corporation, is signed to the foregoing conveyance and who is known to me,	County of Jefferson) I, the undersigned, a Notary Public, in and for said County and for said State, hereby certify that Belvin Curtis Harper whose name as Secretary/TR of H.P.H. Propertie Inc., a corporation, is signed to the foregoing conveyance and who is known to me,	he seemon office me on this day to	nat, being intormed of the contents of the conveyand
Alabama) f Jefferson) the undersigned, a Notary Public, in and for said County and for said State, ertify that Belvin Curtis Harper whose name as Secretary/TR of H.P.H. Properties corporation, is signed to the foregoing conveyance and who is known to me, dged before me on this day that, being informed of the contents of the conveyance	County of Jefferson)	ne, as such officer and with full at and as the act of said corporation.	TENOTITY, executed the same voluntarily for

Given under my hand and seal of office this the 21st of June, 1999.

Notary Public

06/05/2003 My Commission Expires:

Inst • 1999-27015

06/28/1999-27015 01:45 PH CERTIFIED SHELDY CHARTY JUNCE OF PRODATE DD4 CMH 124.60