

ACCOMMODATION MORTGAGE
ADDITIONAL COLLATERAL
NO RECORDING TAXES DUE

THIS INSTRUMENT WAS PREPARED BY:
TURNER, NORTON & JERNIGAN, L.L.C.
2340 WOODCREST PLACE, SUITE 150
BIRMINGHAM, ALABAMA 35209

STATE OF ALABAMA)
SHELBY COUNTY)

MORTGAGE

KNOW ALL BY THESE PRESENTS: THAT, WHEREAS, SPINK, OWENS & MARTIN, INC. d/b/a O & M HEALTH SYSTEMS being an Alabama corporation (hereinafter referred to as "Borrower"), which corporation has an address of 2101 HIGHLAND AVENUE, BIRMINGHAM, ALABAMA 35203, is presently, indebted to The Bank of Birmingham, a state chartered banking organization, organized and existing under the laws of the State of Alabama (hereinafter referred to as the "Mortgagee"), in the principal sum of Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00) evidenced by that certain promissory note dated September 29TH, 1999 and payable to the order of the Mortgagee, with interest thereon from the date hereof according to the terms of the Note, with principal and interest thereon being due and payable on or before May 29TH, 2003; and

WHEREAS, the undersigned, JOHN H. OWENS AND LYNN B. OWENS, HUSBAND AND WIFE (hereinafter referred to as Accommodation Mortgagor or Mortgagor), has agreed to enter into the execution of the within Accommodation Mortgage and Security Agreement conveying the real and personal property described herein to secure the aforesaid indebtedness of Spink, Owens & Martin, Inc. d/b/a O & M Health Systems to the Bank of Birmingham; and

WHEREAS, Borrower and Accommodation Mortgagor, as herein named and defined, are desirous of securing the prompt payment of the said Note and the principal and interest provided for therein and any additional indebtedness accruing to the Mortgagee on account of any future payments, advances or expenditures made by Mortgagee as hereinafter provided and further, it being in the best interests of the Mortgagor and Borrower herein to execute the within Accommodation Mortgage in order that the Borrower may obtain a loan to refinance existing company debt pursuant to the Loan Agreement and other loan documents executed by the said Spink, Owens & Martin, Inc. d/b/a O & M Health Systems (Borrower) to the Mortgagee herein.

NOW THEREFORE, for and in consideration of the indebtedness as herein recited, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness, and any and all extensions and renewals thereof, as same becomes due, and further, to secure the covenants of the Mortgagor herein, the said JOHN H. OWENS AND LYNN B. OWENS, HUSBAND AND WIFE, does hereby grant, bargain, sell, convey, mortgage, grants a security interest in and warrants to the Bank of Birmingham, a state chartered banking organization or corporation organized and existing under the laws of the State of Alabama (the "Mortgagee"), whose address is 17 North 20th Street, Birmingham, Alabama 35203, its successors and assigns forever, all and singular, the following described real property situated in Shelby County, Alabama, to-wit:

LOT 7, ACCORDING TO THE AMENDED MAP AND SURVEY OF MALLARD POINTE, AS RECORDED IN MAP BOOK 12, PAGE 7, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all fixtures and improvements now or hereafter attached to or used in connection with the premises herein described.

The within Accommodation Mortgage and the lien established hereby shall be junior and subordinate to any first mortgage lien entered into by the Mortgagor herein for the purpose of financing the acquisition of the above described real property conveyed to the Mortgagor simultaneously herewith.

And the Mortgagor does hereby covenant that he, she, they is or are seized of said real property in fee simple, and has or have a good right to sell and convey the same; that the property is free from all encumbrances and adverse claims, except as may be otherwise set forth herein, and that the Borrower and Borrower's assigns, or Mortgagor, and Mortgagors' heirs, executors, administrators and assigns will forever defend the same unto the Mortgagee and his, her or their heirs, successors and/or assigns, against the claims of all persons whomsoever.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee, his, her or their successors and assigns forever, and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes or assessments when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real property insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in

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companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals or extensions of said policies, to said Mortgagee; and if Mortgagor fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less the cost of collecting same; and all amounts so expended by said Mortgagee for taxes, assessments or insurance shall become a debt to said Mortgagee, in addition to the debt hereby specially secured, and shall be secured by the within mortgage and bear interest from the date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Borrower pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments and insurance, and interest thereon, and faithfully performs the covenants herein, then the within conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should Borrower become in default by failing to pay any installment of principal and/or interest when the same is payable according to the terms, conditions and tenor of the promissory note executed by Borrower simultaneously herewith, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or in the event that the Borrower or Mortgagor is in breach of any of the covenants herein, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one (21) days' notice, by publishing once a week for three (3) consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, subject to prior Permitted Encumbrances to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

If all or any part of the real property or any interest therein is sold or transferred by the Mortgagor without the Mortgagee's prior consent, then in that event, the Mortgagee may, at its option, require immediate payment in full of all sums then outstanding and secured by this Mortgage.

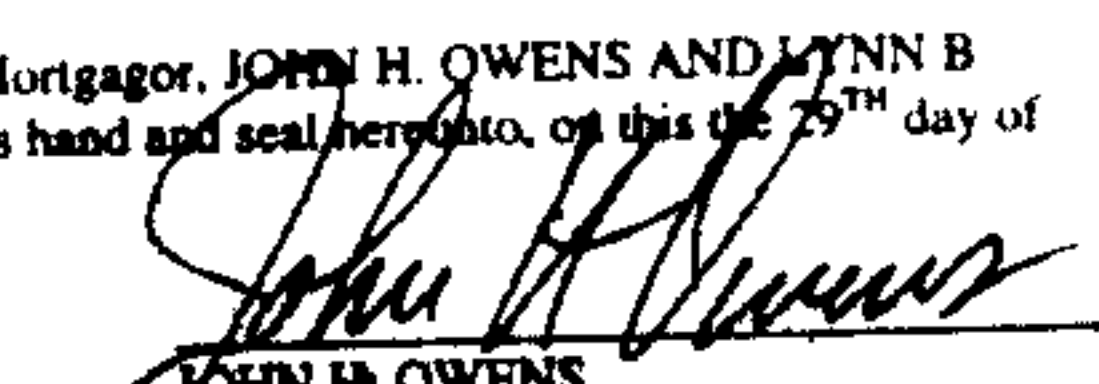
No failure of the Mortgagee to exercise any option herein given to declare the maturity of indebtedness hereby secured shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Borrower or Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts or charges by the Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagor to procure such insurance or to pay such taxes, debts, liens or charges.

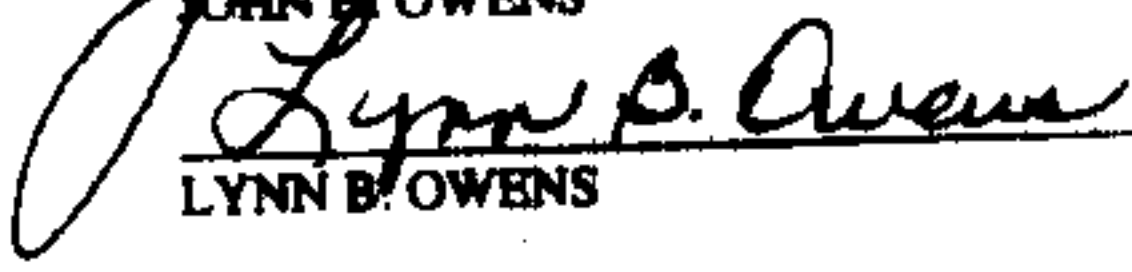
As long as any of the indebtedness hereby secured shall remain unpaid, the Mortgagor will neither commit nor permit waste on the premises hereby conveyed, nor will the Mortgagor remove any of the fixtures, appliances or equipment on said premises; and upon the commission of any waste thereon or removal of any of the fixtures, appliances or equipment therefrom, the Mortgagee may, at its option, declare the entire indebtedness hereby secured to be at once due and payable.

Any obligation made by the Borrower or Mortgagor herein to repay the indebtedness hereby secured may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts, the Mortgagor hereby waives all right of exemption under the Constitution and laws of the State of Alabama as to personal property and hereby agrees to pay a reasonable attorney's fee for the collection thereof.

The covenants, conditions and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the undersigned Mortgagor, JOHN H. OWENS AND LYNN B OWENS, HUSBAND AND WIFE, has hereunto set his hand and seal herunto, on this the 29TH day of SEPTEMBER, 1999.


JOHN H. OWENS


LYNN B. OWENS

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOHN H. OWENS AND LYNN B. OWENS, HUSBAND AND WIFE, a married person, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, that they executed the same voluntarily on the day the same bears date as and for their voluntary act.

Given under my hand and official seal, this 29TH day of SEPTEMBER, 1999.

(AFFIX SEAL)

Notary Public
My Commission Expires



NOTARIAL COMMISSION EXPIRES JULY 19, 2000

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