

Upon Recording Please Return This Instrument To:

Michael M. Partain, General Attorney  
U. S. Steel Group Law Department  
Fairfield Office  
P. O. Box 599  
Fairfield, Alabama 35064

Inst # 2000-14349

**PURCHASE MONEY  
FIRST MORTGAGE**

05/02/2000-14349  
10:43 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 C31 1098.50

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**KNOW ALL MEN BY THESE PRESENTS**, that whereas **CALDWELL MILL, LLP**, an Alabama limited liability partnership (hereinafter called "Mortgagor"), is justly indebted to **USX CORPORATION**, a Delaware corporation (hereinafter called "Mortgagee"), in the sum of Seven Hundred Twenty Thousand and 00/100 Dollars (\$720,000.00), evidenced by a Promissory Note, executed by the Mortgagor in said amount, with interest, payable to the order of Mortgagee, the terms and conditions of which are herein incorporated by this reference; and

**WHEREAS**, Mortgagor agreed, in incurring said indebtedness, that this Purchase Money First Mortgage (the "Mortgage") should be given to secure the prompt payment thereof.

**NOW, THEREFORE**, in consideration of the Premises, said Mortgagor, and all others executing this Mortgage, does hereby grant, bargain, sell, and convey unto said Mortgagee the certain real estate, situated in Section 3, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, State of Alabama, said real estate being more particularly described on "**EXHIBIT A-1**" and shown on "**EXHIBIT A-2**" attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the above granted real estate unto said Mortgagee, its successors and assigns forever; and for the purpose of further securing the payment of said indebtedness, said Mortgagor agrees to pay all taxes or assessments when imposed legally upon said real estate, and should default be made in the payment of same, said Mortgagee may, at its option, pay off the same; and to further secure said indebtedness, said Mortgagor agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning, and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to said Mortgagee, with loss, if any, payable to said Mortgagee, as its interest may appear, and to promptly deliver said policies, or any renewal of said policies, to said Mortgagee; and if said Mortgagor should fail to keep said real estate insured as above specified, or fail to deliver said insurance policies to said

Mortgagee, then said Mortgagee, or its assigns, may at its option, insure said real estate for said sum, for said Mortgagee's own benefit, the policy, if collected, to be credited on said indebtedness, less the cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments, or insurance, shall become a debt to said Mortgagee or its assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or its assigns, and be at once due and payable.

Upon condition, however, that if said Mortgagor pays said indebtedness, and reimburses said Mortgagee or its assigns for any amounts said Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by said Mortgagee or its assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or its assigns in said real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this Mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and said Mortgagee, its agents or assigns, shall be authorized to take possession of said real estate 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 said Mortgagee, its agents or assigns deem best, in front of the Court House door of said County (or the division thereof), where said real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling, and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to said Mortgagor, and said Mortgagor further agrees that said Mortgagee, or its agents or assigns, may bid at said sale and purchase said real estate, if the highest bidder therefor; and said Mortgagor further agrees to pay a reasonable attorney's fee to said Mortgagee or its 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.

Upon said Mortgagor's default and in lieu of foreclosure of this Mortgage, said Mortgagee may elect to pursue all other legal remedies for payment of all sums due under the Promissory Note.

IN WITNESS WHEREOF the Mortgagor has executed these presents on this the 1<sup>st</sup> day of May, 2000.

MORTGAGOR:

CALDWELL MILL, LLP By  
Harbar Construction Company, Inc.  
Its Managing Partner  
By: [Signature]  
Its: [Signature]

STATE OF Alabama )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that B. J. Harris whose name as President of Harbar Construction Company, Inc. of Caldwell Mill, LLP, an Alabama limited liability partnership, 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 such instrument, he, in such capacity, and with full authority, executed the same voluntarily for and as the act of said limited liability partnership.

Given under my hand and official seal this 1<sup>st</sup> day of May, 2000.

[Signature]  
Notary Public

[SEAL]

My Commission Expires: April 17, 2001



# EXHIBIT A-1

Part of the SW ¼ of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Part of the SW ¼ of Section 3, Township 17 South, Range 2 East, contains 35.9 acres, more or less, as follows:

From an existing 3" capped iron pipe, being the locally accepted NE corner of the NW ¼ of said Section 3, run in a Westerly direction along the North line of said NE ¼ of SW ¼, for a distance of 38.69 feet to an existing iron rebar set by Laurence D. Weygand, and being the point of beginning; thence continue in a Westerly direction along the North line of said SW ¼ of said Section 3 for a distance of 1,846.8 feet to an existing iron rebar, being on the East right-of-way line of Caldwell Mill Road; thence turn an angle to the left of 82°-52'-22" and run in a Southerly direction along the East right-of-way line of Caldwell Mill Road for a distance of 114.91 feet to an existing concrete right-of-way monument; thence turn an angle to the left of 90°-42'-08" and run in a Southeasterly direction for a distance of 9.95 feet to an existing concrete right-of-way monument; thence turn an angle to the right of 90°-28'-09" and run in a Southwestely direction along the East right-of-way line of said Caldwell Mill Road for a distance of 749.87 feet to an existing concrete right-of-way monument; thence turn an angle to the left of 88°-14'-11" and run in a Southeasterly direction for a distance of 9.57 feet to an existing concrete right-of-way monument; thence turn an angle to the right of 88°-05'-05" and run in a Southwesterly direction along the East right-of-way line of said Caldwell Mill Road for a distance of 10.38 feet to an existing concrete right-of-way monument; thence turn an angle to the right of 88°-05'-14" and run in a Westerly direction for a distance of 10.38 feet to an existing concrete right-of-way monument, being on the East right-of-way line of Caldwell Mill Road, and being on the point of beginning of a curve, 257.88 feet to an existing concrete right-of-way monument; thence turn an angle to the right of 88°-05'-14" and run in a Westerly direction for a distance of 10.38 feet to an existing concrete right-of-way monument, having a central angle of 10°-15'-33" and a radius of 1,860.08 feet; thence turn an angle to the left (93°-21'-23") to the chord) and run in a Southerly direction along the East right-of-way line of said Caldwell Mill Road along the arc of said curve for a distance of 333.06 feet to an existing concrete right-of-way monument; thence turn an angle to the left (96°-56' from the chord of last mentioned curve) and run in an Easterly direction for a distance of 30.02 feet to an existing concrete right-of-way monument; thence turn an angle to the right (90°-34'-12" to the chord) and run in a direction for a distance of 30.02 feet to an existing concrete right-of-way monument; thence turn an angle to the right (90°-34'-12" to the chord) and run in a Southerly direction along the arc (having a central angle of 2°-31'-36" and a radius of 1,830.06 feet) of said curved right-of-way line for a distance of 80.70 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left (123°-02'-21" from last mentioned chord) and run in a Northeastery direction for a distance of 1,164.85 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 18°-00' and run in a direction for a distance of 1,164.85 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 29°-47'-26" and run in a Northeasterly direction for a distance of 520.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 29°-47'-26" and run in a Northeasterly direction for a distance of 829.78 feet, more or less, to the point of beginning.

Containing 35.9 acres, more or less.

