

THIS INSTRUMENT PREPARED BY:

NAME: Robert C. Barnett

ADDRESS: 2107 5th Avenue North, Suite 100, Birmingham, Alabama 35203

STATE OF ALABAMA
SHELBY COUNTY

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned Werth Realty, Inc. and Multi-vest, Inc. are justly indebted to Reamer Development Corporation, a corporation in the sum of One Hundred Three Thousand Four Hundred Ninety and No/100 Dollars (\$103,490.00) evidenced by a promissory note and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Werth Realty, Inc. and Multi-Vest, Inc. do, or does, hereby grant, bargain, sell and convey unto the said Reamer Development Corporation, a corporation (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to wit:

Legal description attached as Exhibit A

Said property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee 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 estate insured against the loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee then 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 cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance shall become a debt to said Mortgagee, additional to the debt hereby specifically secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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 if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Courthouse door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 17th day of November, 2000.

WITNESSES:

WERTH REALTY, INC.
by Robert C. Barnett President (Seal)
MULTI-VEST, INC.
by [Signature] President (Seal)

Inst # 2000-40213

11/21/2000-40213
09:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HMB 172.25

STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Robert C. Barnett, whose name as President of Werth Realty, Inc. and Charles Kessler, whose name as President of Multi-Vest, Inc., is signed to the foregoing and who is known to me, acknowledged before me on this day that being informed of the contents of the foregoing, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, and that said corporation executed the same with full authority voluntarily as the authorized act of said limited partnership.

Given under my hand and official seal, this 17th day of November, 2000.

Jane B. Richardson
Notary Public
My Commission Expires: 3/13/2004

EXHIBIT 'A'

STATE OF ALABAMA
SHELBY COUNTY

I, RANDY W. RICHARDSON, A REGISTERED LAND SURVEYOR, DO HEREBY STATE THAT THE FOREGOING IS A TRUE AND CORRECT MAP OR PLAT OF MY SURVEY A PART OF THE NORTHWEST 1/4 OF SECTION 20, AND A PART OF THE SOUTHWEST 1/4 OF SECTION 17 TOWNSHIP 19 S., RANGE 2 WEST MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Northwest Corner of Section 20, Township 19 south, Range 2 West; Thence run S 88°38'13" E along the North line of said Section a distance of 122.50 feet to the Easterly Right of Way Line of Alabama Interstate 65; Thence run S 17°01'24" E along said Right of Way a distance of 125.63 feet to the Point of Beginning; Thence S 87°00'36" E a distance of 346.46' to a point; Thence N 84°15'30" E a distance of 152.77' to a point around a curve to the left through a central angle of 10°08'05" an arc distance of 62.52' a chord bearing of S 23°50'33" E a distance of 62.44' to a point; Thence S 28°55'55" E a distance of 330.38' to a point; Thence N 61°04'03" E a distance of 260.00' to a point; Thence S 36°06'39" E a distance of 74.45' to a point; Thence N 57°42'41" E a distance of 150.00' to a point; Thence N 24°54'01" E a distance of 150.00' to a point; Thence N 08°31'60" E a distance of 174.43' to a point; Thence S 89°51'55" E a distance of 390.00' to a point; Thence S 10°05'58" E a distance of 192.95' to a point; Thence S 03°01'23" E a distance of 277.24' to a point; Thence S 04°25'27" E a distance of 300.50' to a point; Thence S 11°23'11" E a distance of 251.34' to a point; Thence N 88°44'34" W a distance of 1437.49' to a point said point being on the Easterly Right of Way line of Alabama Interstate 65; Thence along said Right of Way Line N 12°29'16" W a distance of 290.64' to a point; Thence N 17°01'24" W a distance of 620.32' to the Point of Beginning.

Containing 1216663.03 square feet or 27.93 acres more or less.

Randy W. Richardson
Charles B. Lee

★ 2000-40213

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