

Upon Recording Please Return This Instrument To:

Michael M. Partain, General Attorney
U. S. Steel Group Law Department
Fairfield Office - Suite 192
P. O. Box 599
Fairfield, Alabama 35064

PURCHASE MONEY
FIRST MORTGAGE

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 One Million Six Hundred Eighty Thousand and 00/100 Dollars (\$1,680,000.00), 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 the South 1/2 of 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**" 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

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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

14 day of Dec., 2000.

MORTGAGOR:

CALDWELL MILL, LLP

By: Harbar Construction Company, Inc.

Its: Managing Partner

By: B. J. Harris

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 B. J. Harris whose name as President of Harbar Construction Company, Inc., Managing Partner 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 14th day of December, 2000.

[Signature]
Notary Public

[SEAL]

My Commission Expires: 5/14/02

EXHIBIT A

Part of the South $\frac{1}{2}$ of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing 3" capped iron pipe being the locally accepted NW corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 3, run in an easterly direction along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 321.31 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $108^{\circ} 43' 17''$ and run in a southwesterly direction for a distance of 199.30 feet to an existing iron rebar; thence turn an angle to the left of $71^{\circ} 44' 46''$ and run in a southeasterly direction for a distance of 92.37 feet to an existing iron rebar; thence turn an angle to the right of $64^{\circ} 51' 16''$ and run in a southwesterly direction for a distance of 114.21 feet to an existing iron rebar; thence turn an angle to the left of $81^{\circ} 09' 46''$ and run in a southeasterly direction for a distance of 141.63 feet to an existing iron rebar; thence turn an angle to the right of $109^{\circ} 31' 06''$ and run in a southwesterly direction for a distance of 54.59 feet to an existing iron rebar; thence turn an angle to the left of $38^{\circ} 32' 31''$ and run in a southerly direction for a distance of 126.0 feet to an existing iron rebar; thence turn an angle to the left of $48^{\circ} 38' 32''$ and run in a southeasterly direction for a distance of 143.20 feet to an existing iron rebar; thence turn an angle to the left of $35^{\circ} 06' 54''$ and run in an easterly direction for a distance of 39.77 feet to an existing iron rebar in the center of a stream; thence follow meandering of the centerline of said stream up said stream to a point where said centerline intersects the accepted south line of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 3, Township 19 South, Range 2 West and being marked by an existing rebar (being found by turning an angle to the right of $86^{\circ} 07' 12''$ and run in a southerly direction for a distance of 634.04 feet to an existing iron rebar from last mentioned course); thence turn an angle to the right of $52^{\circ} 14' 31''$ and run in a southwesterly direction for a distance of 608.25 feet to an existing iron rebar; thence turn an angle to the left of $11^{\circ} 15' 33''$ and run in a southwesterly direction for a distance of 1400.64 feet to an existing iron rebar; thence turn an angle to the right of $44^{\circ} 20' 47''$ and run in a westerly direction for a distance of 249.99 feet to an existing crimp iron pin being the locally accepted southwest corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 3; thence turn an angle to the right of $0^{\circ} 4' 53''$ and run in a westerly direction for a distance of 204.52 feet to an existing iron rebar set by Laurence D. Weygand and being on the northeast right of way line of Caldwell Mill Road; thence turn an angle to the right of $51^{\circ} 51' 32''$ and run in a northwesterly direction along the northeast right of way line of Caldwell Mill Road for a distance of 218.50 feet to an existing iron rebar set by Laurence D. Weygand and being the point of beginning of a curve, said curve being concave on an easterly direction and having a central angle of $18^{\circ} 43'$ and a radius of 1825.62 feet; thence turn an angle to the right and run in a northwesterly direction along the arc of said curve and along the northeast right of way line of said Caldwell Mill Road for a distance of 596.37 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left (90° from tangent) and run in a southwesterly direction for a distance of 34.45 feet to an existing iron rebar set by Laurence D. Weygand and being on the northeast right of way line of Caldwell Mill Road and being on a curve, said newest curve being concave in an easterly direction and having a central angle of $8^{\circ} 50' 58''$ and a radius of 1860.07 feet; thence turn an angle to the right (90° to tangent) and run in a northerly direction along the arc of said curve and along the east right of way line of Caldwell Mill Road for a distance of 287.29 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (90° from tangent) and run in an easterly direction for a distance of 30.0 feet to an existing iron rebar set by Laurence D. Weygand and being on the east right of way line of Caldwell Mill Road and being on a curve,

said curve being concave in an easterly direction and having a central angle of $4^{\circ} 55' 57''$ and a radius of 1830.07 feet; thence turn an angle to the left (90° to tangent) and run in a northerly direction along the arc of said curve and along the east right of way line of Caldwell Mill Road for a distance of 157.55 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right ($60^{\circ} 41' 25''$ from the chord of last mentioned curve) and run in a northeasterly direction for a distance of 1164.84 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $18^{\circ} 0'$ 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 $29^{\circ} 47' 26''$ and run in a northeasterly direction for a distance of 829.78 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $49^{\circ} 43' 11''$ and run in an easterly direction for a distance of 38.69 feet, more or less, to the point of beginning.

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