

This instrument was prepared by:
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1400 SouthTrust Tower
Birmingham, Alabama 35203

**THE MAXIMUM INDEBTEDNESS SECURED HEREBY
SHALL BE \$32,000.00**

ACCOMMODATION MORTGAGE

STATE OF ALABAMA)
)
SHELBY COUNTY)

THIS ACCOMMODATION MORTGAGE ("Mortgage") is made and entered into as of the 24th day of January, 2001, by J. TIMOTHY HAYWOOD and ANITA M. HAYWOOD, husband and wife, whose address is 8053 Castlehill Road, Hoover, Alabama 35242 (hereinafter called each singularly "Mortgagor" and collectively "Mortgagors"), in favor of SOUTHTRUST BANK, an Alabama banking corporation, whose address is SouthTrust Financial Center - 100 Office Park Drive (35223), P. O. Box 2554, Birmingham, Alabama 35290, Attention: Private Banking ("Mortgagee").

WHEREAS, Inverness Dental Associates, L.L.C., an Alabama limited liability company (hereinafter called "Borrower") is justly indebted to Mortgagee in the principal amount of Three Million Five Hundred Forty-Seven Thousand and No/100 Dollars (\$3,547,000.00) (the "Loan"), or such portion thereof as has been disbursed from time to time under the provisions of a Construction Loan Agreement between Borrower and Mortgagee of even date herewith (hereinafter, together with any and all extensions, revisions, modifications or amendments at any time made thereto, referred to as the "Loan Agreement"), as evidenced by a Promissory Note dated of even date herewith, payable by the Borrower to the Mortgagee with interest thereon (hereinafter, together with any and all extensions, revisions, modifications or amendments at any time made thereto, referred to as the "Promissory Note"), and payable as provided for in the Promissory Note [all of the Promissory Note, the Loan Agreement, this Mortgage, and any and all other documents and instruments relating to the Loan, together with any and all extensions, revisions, modifications or amendments at any time made to any of the foregoing, hereinafter collectively referred to as the "Loan Documents"]; and

And Whereas, all of the obligations of the Borrower under the Loan Documents are guaranteed by the Mortgagors pursuant to a Guaranty of Payment and Performance of even date herewith (as the same may be amended from time to time, the "Guaranty");

And Whereas, Mortgagors agreed that this Mortgage should be given to secure the prompt payment of all indebtedness owing by Borrower under the Loan Agreement, the Promissory Note and each of the Loan Documents relating to the Loan, the prompt performance by Borrower of all of Borrower's obligations arising in connection with the Loan under the Loan Documents, and the prompt performance of all obligations of the Mortgagors under the Guaranty (collectively, the "Secured Obligations").

NOW THEREFORE, in consideration of the premises, said Mortgagors do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Inst # 2001-02876

01/26/2001-02876

10:56 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

SUBJECT TO those matters set forth on Exhibit A attached hereto and made a part hereof.

Said property is warranted free from all encumbrances and against any adverse claims, except as set forth on Exhibit A hereto.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever; and for the purpose of further securing the payment and performance of the Secured Obligations, the undersigned agree to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure the Secured Obligations, the undersigned agree 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 the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if the undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option, insure said property for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness secured hereby, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the "Default Rate" defined in the Promissory Note from date of payment by said Mortgagee, or assigns, and be at once due and payable. This Mortgage may not be assumed, assigned or transferred without the prior written approval of the Mortgagee. This Mortgage shall also become in default if the Borrower shall become in default under the terms and conditions of the Promissory Note or if Borrower or Mortgagors shall become in default under any of the other Loan Documents, including, without limitation, the Guaranty.

Upon condition, however, that if all indebtedness secured by this Mortgage be paid according to the tenor and effect thereof when the same shall become due and payable as provided for in the Loan Documents, and should Mortgagors and Borrower perform all covenants contained in the Loan Documents in a timely manner, and should Mortgagors reimburse said Mortgagee or assigns for any amounts 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 the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should Borrower or Mortgagors become in default under the terms of any of the Loan Documents, 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, 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, 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 days' notice, by publishing once a week for three 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 main or front door of the courthouse 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, 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 Mortgagors, 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.

IN WITNESS WHEREOF, the undersigned Mortgagors have executed this Mortgage as of the 24th day of January, 2001.

J. Timothy Haywood
J. Timothy Haywood

Anita M. Haywood
Anita M. Haywood

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Timothy Haywood, whose name 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, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal, this 24th day of January, 2001.

(SEAL)

Cynthia S. Bailey
Notary Public
My Commission Expires: 1/24/04

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Anita M. Haywood, whose name 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, she executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal, this 24th day of January, 2001.

(SEAL)

Cynthia S. Bailey
Notary Public
My Commission Expires: 1/24/04

EXHIBIT A

LEGAL DESCRIPTION AND TITLE EXCEPTIONS

The following described property situated in Shelby County, Alabama:

Lot 12-A, according to the Resurvey of Lots 9, 11, 12 and 13, Greystone, 7th Sector, as recorded in Map Book 21, Page 35, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Taxes and assessments for the year 2001 and subsequent years which are not yet due and payable.
2. Right of Way granted to Alabama Power Company by instrument recorded in Instrument 1999/12016, in the Probate Office of Shelby County, Alabama.
3. Building lines, mineral and mining rights and rights incident thereto, restrictions and release of damages recorded in Instrument 1997/1604, in the Probate Office of Shelby County, Alabama.
4. Restrictions as shown by recorded map.
5. Restrictions, building lines, mineral and mining rights and rights incident thereto, and release of damages recorded in Instrument 1996/28404 in the Probate Office of Shelby County, Alabama.
6. Greystone Residential Declaration of Covenants, Conditions and Restrictions recorded in Real 317, Page 260, amended by Real 319, Page 235, and by First Amendment to Restrictions, recorded in Real 346, Page 942; Second Amendment recorded in Real 378, Page 904; Third Amendment recorded in Real 397, Page 958; Fourth Amendment recorded in Instrument 1992/17890; Fifth Amendment recorded in Instrument 1993/3123; Sixth Amendment recorded in Instrument 1993/10163; Seventh Amendment recorded in Instrument 1993/16982; Eighth Amendment recorded in Instrument 1993/20968; Ninth Amendment recorded in Instrument 1993/32840; Tenth Amendment recorded in Instrument 1994/23329; Eleventh Amendment recorded in Instrument 1995/08111; Twelfth Amendment recorded in Instrument 1995/24267; Thirteenth Amendment recorded in Instrument 1995/34231; Fourteenth Amendment recorded in Instrument 1996/19860; Fifteenth Amendment recorded in Instrument 1996/37514; Sixteenth Amendment recorded in Instrument 1996/39737; Seventeenth Amendment recorded in Instrument 1997/02534; Eighteenth Amendment recorded in Instrument 1997/17533; Nineteenth Amendment recorded in Instrument 1997/30081 in the Probate Office of Shelby County, Alabama.
7. Mineral and mining rights and rights incident thereto recorded in Deed Book 60, Page 260, and Deed Book 51, Page 544, in the Probate Office of Shelby County, Alabama.
8. Amended and restated Restrictions or Covenants recorded in Real 265, Page 96, in the Probate Office of Shelby County, Alabama.
9. Rights of others to use Hugh Daniel Drive and Greystone Drive as shown in instrument recorded in Deed Book 301, Page 799, in the Probate Office of Shelby County, Alabama.
10. Covenant and Agreement for water services recorded in Real 235, Page 574, and amended by Instrument 1993/20840 and Instrument 1993/20786, in the Probate Office of Shelby County, Alabama.
11. Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. recorded in Real 350, Page 545, in the Probate Office of Shelby County, Alabama.

12. Release of Damages as recorded in Real 317, Page 260, and Real 381, Pages 217-222, in the Probate Office of Shelby County, Alabama.
13. Any dwelling built on the property shall contain not less than 3,000 square feet of living space as defined in the Declaration for a single story house; or 3,600 square feet of living space as defined in the Declaration for multi-story home.
14. Subject to the provisions of the Declaration, the property shall be subject to the following minimum setbacks:
 - a) Front setback 50 feet;
 - b) Rear setback 50 feet;
 - c) Side setback 15 feet;The foregoing shall be measured from the property lines of the property.
15. Mortgage dated September 1, 1998, executed by Timothy Haywood and Anita Haywood to First Security Mortgage, filed for record September 8, 1998, recorded in Instrument 1998/34881, in the Probate Office of Shelby County, Alabama.
16. Mortgage dated July 29, 1998, executed by Dr. J. Timothy Haywood and Anita M. Haywood to First Bank of Childersburg, filed for record September 21, 1998, recorded in Instrument 1998/36809, in the Probate Office of Shelby County, Alabama.

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005 MMB 71.00