

STATE OF ALABAMA)
 :
SHELBY COUNTY)

AFFIDAVIT THAT MORTGAGE WAS SATISFIED

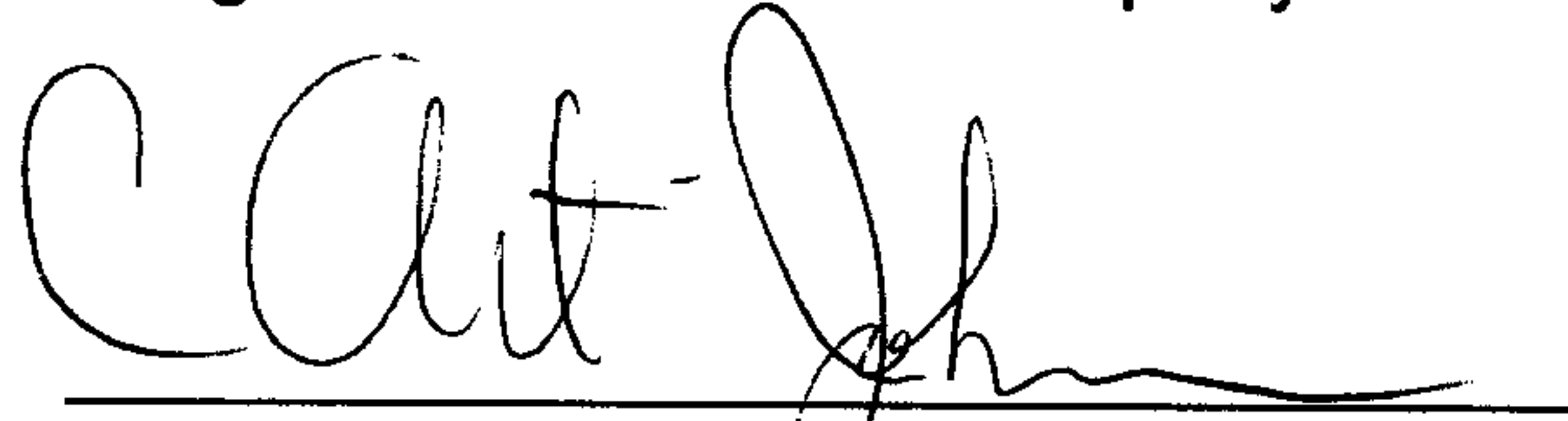
On this the 27th day of February, 2004, before me personally appeared C. AUSTIN JOHNSON and DONALD N. GUTHRIE, as general partners of Sunbelt Centers, Ltd, the title holder of record of the following described real property:

Lots 34, 35, 36 and 37, according to the Original Plan of the Town of Montevallo, Alabama, being situated in Montevallo, Shelby County, Alabama said lots being bounded by Middle Street, Island Street, Vine Street and Main Street;

and who are personally known to me, being duly sworn on their oath do testify as follows:

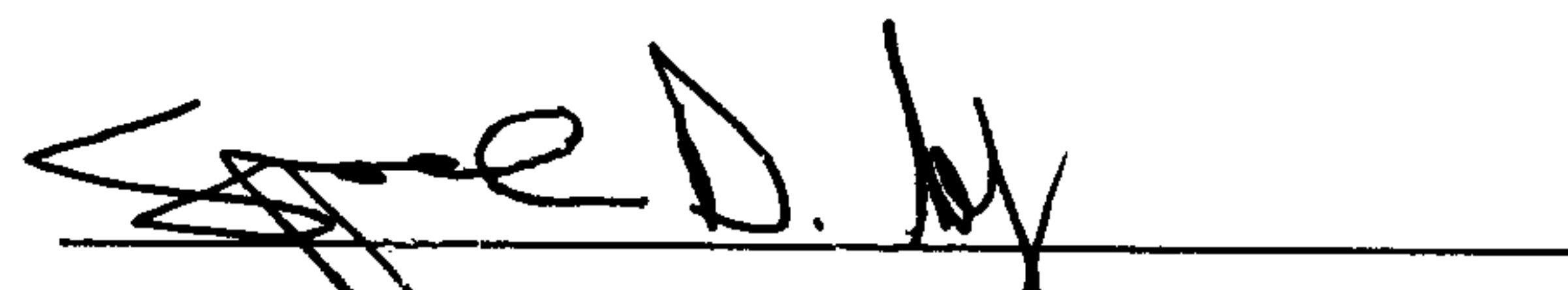
"That certain mortgage dated the 1st day of April, 1982 from Pete G. Gentry, Jr. & Co. Inc. & Gentry, Jr. & Co. Inc. to Richard W. Gentry, Jr. and secured by the above referenced real property was satisfied in full as is evidenced by the documents attached hereto and made a part hereof being (1) a photocopy of the Mortgage marked 'Paid May 09, 1994' with amendments attached, (2) a photocopy of the Real Estate Mortgage Note marked 'Paid May 09, 1994', (3) a photocopy of an unrecorded Mortgage Satisfaction of said mortgage dated May 29, 1994, (4) and a photocopy of a letter from AmSouth Bank date May 28, 1994 indicating that they recorded the Mortgage Satisfaction in Jefferson County Alabama rather than Shelby County Alabama."

This affidavit is given to induce Chicago Title Insurance Company to issue its title insurance policy or policies.


C. Austin Johnson


Donald N. Guthrie

Subscribed, and sworn to before me, the undersigned Notary Public, this the 27th day of February, 2004.


My commission expires October 10, 2006.

✓ (Name) Phillip J. Sarris, Attorney at Law

(Address) 1920 Mayfair Drive, Birmingham, Alabama 35209

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY JEFFERSON

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,
and wife, Louise Gerontakis,
Pete Gerontakis/and James T. Johnson & Co., an Alabama
general partnership
ees

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to the trust/under the will as set out in the Last Will and Testament of Richard Earnest Whaley on file in the Probate Office of Shelby County, Alabama,

(hereinafter called "Mortgagee", whether one or more), in the sum
of Four hundred twenty-five thousand and no/100-----Dollars
(\$ 425,000.00), evidenced by one real estate mortgage note

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And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

and wife, Louise Gerontakis,
NOW THEREFORE, in consideration of the premises, said Mortgagors, Pete Gerontakis/and James T. Johnson
& Co., an Alabama general parthership

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described
real estate, situated in Shelby County, State of Alabama, to-wit:

Lots 34, 35, 36, and 37 according to the Original Plan of the Town of Montevallo, Alabama;
being situated in Montevallo, Shelby County, Alabama, said lots being bounded by Middle
Street, Island Street, Vine Street and Main Street.

SUBJECT TO:

1. Taxes for the year 1982 which are a lien, but not due and payable until October 1, 1982.
Parcel I.D. No. : 58-27-5-21-3-305-26.
2. Easement to Town of Montevallo as shown by instrument recorded in Deed Book 147, Page 144
(across NW 148 feet of Lots 35, 36, and 37) in Probate Office.
3. Permit to Alabama Power Company as shown by instrument recorded in Deed Book 208, Page 609,
in Probate Office.
4. Right-of-way granted to Town of Montevallo by instrument recorded in Deed Book 147, Page 146,
in Probate Office.
5. Permit to Alabama Power Company as shown by instrument recorded in Deed Book 228, Page 811,
in Probate Office.
6. Subject to easements and right-of-ways for public utilities which service said property.

This is a purchase money mortgage given to secure the unpaid purchase price for the purchase
of the above described property.

Louise Gerontakis joins in the execution of this mortgage merely to give up dower or other
marital rights and is not obligated in any form or fashion on the note or mortgage or any
other document pertaining to this transaction.

SEE ATTACHED SHEETS MADE A PART HEREOF BY REFERENCE AND ADOPTION

PETE GERONTAKIS MENTIONED HEREIN AND PETE G. GERONTAKIS ARE ONE AND THE SAME PERSON.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And 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 of said indebtedness, the undersigned agrees to pay all taxes or assessments lawfully 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 said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, and if interest may appear, and to promptly deliver said policies, or any renewal of said policies 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, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, 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 or assigns, additional to the debt hereby secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon the death of the said Mortgagee, or assigns, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amount expended for taxes, assessments, and insurance, and interest thereon, then this conveyance shall be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, the rest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of the mortgage 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 property hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publication for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County, State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for 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 pay for insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be paid on the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned. The said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder is the said Mortgagee, agents or assigns, further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage. Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Pete Gerontakis and wife, Louise Gerontakis, an Alabama general partnership, our signature and seal, this 7th day of April, 1982

Pete Gerontakis (SEAL)
Louise Gerontakis
Pete Gerontakis (SEAL)
JAMES T. JOHNSON & CO. (SEAL)
C. Austin Johnson (SEAL)
C. AUSTIN JOHNSON, A general partner (SEAL)

ALABAMA

JEFFERSON COUNTY

I, *Phillips J. Sarris*, a Notary Public in and for said County, in said State, hereby certify that Pete Gerontakis and wife, Louise Gerontakis

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, and of the contents of the conveyance they executed the same voluntarily on the day the same bears date. Give my hand and official seal this 7th day of April, 1982

THE STATE OF

ALABAMA

JEFFERSON COUNTY

I, *Phillips J. Sarris*, a Notary Public in and for said County, in said State, hereby certify that C. Austin Johnson, a general partner of James T. Johnson & Co., an Alabama general partnership, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for said partnership. Give my hand and official seal, this 7th day of April, 1982

Also on this day by James T. Johnson, Jr. and James T. Johnson, III, the other two partners, and acknowledged before me. *Phillips J. Sarris*, Notary Public

PHILLIPS J. SARRIS, Notary Public
Alabama State at Large
My Commission Expires June 18, 1984

PHILLIPS J. SARRIS, Notary Public
Alabama State at Large
My Commission Expires June 18, 1984

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

PHILLIP J. SARRIS
ATTORNEY AT LAW
1920 MAYFAIR DRIVE
Return to BIRMINGHAM, ALA. 35209

Richard Earnest Whaley Trust

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THE STATE OF

I, *Phillips J. Sarris*, hereby certify that

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, and of the contents of the conveyance they executed the same voluntarily on the day the same bears date. Give my hand and official seal this 7th day of April, 1982

THE STATE OF

I, *Phillips J. Sarris*, a Notary Public in and for said County, in said State, hereby certify that

Alabama general partnership, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for said partnership. Give my hand and official seal, this 7th day of April, 1982

Also on this day by James T. Johnson, Jr. and James T. Johnson, III, the other two partners, and acknowledged before me. *Phillips J. Sarris*, Notary Public

NOTA

ADDITIONAL TERMS FOR REAL ESTATE MORTGAGE NOTE
PETE GERONTAKIS AND JAMES T. JOHNSON & CO.
A GENERAL PARTNERSHIP TO
THE TRUSTEES UNDER THE TRUST AS SET OUT IN THE
LAST WILL AND TESTAMENT OF RICHARD EARNEST WHALEY
IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

1. This note is set up to be amortized over a period of thirty (30) years, however, the principal balance owing at the end of fifteen (15) years from the date of this note shall be due and payable in one lump-sum at the end of said fifteen-year period.

2. This note and mortgage associated therewith shall be prepayable in whole or in part without penalty.

3. This note and the mortgage associated therewith, in the event of a future sale, shall be fully assumable by a future purchaser and shall contain no escalation or due-on-sale type clause, however, the mortgagee and holder of this note shall have the right to approve a future purchaser based on a credit report. Approval will not be unreasonably withheld. This aforementioned clause shall not apply to Pete Gerontakis or the partnership known as James T. Johnson & Co., and these parties may transfer their interest in this property from one to the other without having to obtain the approval from the seller of this property in question or from the note and mortgage holder.

4. The makers of this note or any other person, partnership or corporation that might buy this property described in the mortgage at a later time and/or who shall assume or pay this note and/or the mortgage associated therewith will not be individually or personally liable for any portion of the outstanding indebtedness or any expenses incident to the collection thereof, it being expressly agreed and understood that the real estate and improvements described in the mortgage securing this note shall be the sole security for this indebtedness.

1991 DEC -6 AM 11:23
TRUST OPERATIONS

Pete Gerontakis
James T. Johnson
Richard Earnest Whaley

5. The undersigned makers of this note shall pay to payee of this note a late charge of four percent (4%) of any monthly installment of principal and interest as provided in this note not received by payee or owner of note within fifteen (15) days after such installment is due.

Ats & Herontakis
James J. Herontakis
James J. Herontakis
Robert J. Herontakis

ADDITIONAL TERMS FOR MORTGAGE FROM PETE GERONTAKIS AND JAMES T. JOHNSON & CO.
AN ALABAMA GENERAL PARTNERSHIP TO TRUSTEES UNDER THE WILL OF
RICHARD EARNEST WHALEY WHICH WILL IS ON FILE IN
THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

1. Principal balance owing at end of 15 years from date of note shall be due and payable in one lump-sum at the end of said 15-year period. The note associated with this mortgage and this mortgage shall be payable in whole or in part without penalty.

2. This mortgage and the note associated therewith, in the event of a future sale of the property in question, shall be fully assumable by a future purchaser and shall contain no escalation or due-on-sale type clause provided that the mortgagee shall have the right to approve a future purchaser of the property based on a credit report. Approval will not be unreasonably withheld.

3. Mortgagor agrees that he shall keep the buildings, grounds and all property herein contracted for in a good and reasonable state of repair, condition and appearance. A breach by the mortgagor of his obligations concerning up-keep of the real estate in question shall be considered a breach of this mortgage and give the mortgage holder the right of foreclosure or any other right that he might have as concerns a breach of any covenant or agreement of this mortgage.

4. Mortgagor shall at all times in a company acceptable to mortgagee, keep the premises fully insured in a sum not less than \$425,000.00 with a loss payable clause in favor of mortgagee until this mortgage and the note associated therewith are satisfied. Mortgagee shall be provided notice of such insurance being in effect.

5. It is distinctly understood between mortgagor and mortgagee that mortgagor and assigns or any future purchaser of this property in question shall not be individually or personally liable for any portion of the outstanding indebtedness or any expenses incident to the collection thereof, it being expressly agreed that the real estate and improvements described in this mortgage securing the note in question shall be the sole security for any indebtedness.

6. With the exception of monthly moneys due under the monthly installments of principal and interest as provided in the note, upon mortgagor's breach of any covenant or agreement whatsoever in this mortgage, mortgagee, prior to acceleration

Pete H. Gerontakis
Louise Gerontakis

James T. Johnson
Reed P. Lee
C. A. Johnson

and/or foreclosure, shall mail to mortgagor by certified mail or registered mail at Suite 313, 813 Shades Creek Parkway, Birmingham, Alabama 35209, or at such other address as mortgagor or his transferee or assignee may later provide to mortgagee in writing, specifying:

1. The breach;
2. The action required to cure such breach;
3. A date, not less than twenty (20) days from the date the notice is deposited by the mortgagee in the U.S. Mail, postage prepaid by which time such breach must be cured;
4. That failure to cure such breach on or before the date specified

in the notice may result in acceleration of the sum secured by this mortgage and/or foreclosure of the property. If the breach is not cured on or before

the date specified in the notice, which shall not be less than twenty (20) days from the date that the notice is deposited by mortgagee/mortgagee, at mortgagee's option, may declare all of the sum secured by this mortgage to be immediately due and payable without further demand and/or may foreclose this mortgage without further demand.

Pete G. Gerontakis
Louise Gerontakis

James G. Gerontakis
James G. Gerontakis
Ant John

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1982 APR -9 PM 12:17

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Mtg. 637.50
Rec. 6.00
Incl. 1.00

644.50

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REAL ESTATE MORTGAGE NOTE

\$ 425,000.00

Birmingham, Alabama, April 7, 1982

The undersigned, for value received, promise to pay to the order of Trustees, under the trust as set out in the Last Will and Testament of Richard Earnest Whaley on file in the Probate Office of Shelby County, Alabama

the sum of Four hundred twenty-five thousand (\$425,000.00) ----- Dollars,

together with interest upon the unpaid portion thereof from date at the rate of 11 per cent per annum, in monthly

installments of Four thousand forty-seven and 37/100 (\$4,047.37)* ----- Dollars,

payable on the 1st day of each month after date, commencing May 1, 1982

until said sum is paid in full, payable at P.O. Box 94 Montevallo
Alabama, or at such other place or places as the owner or holder hereof may from time to time designate. All payments shall be applied first to interest on the unpaid balance of principal, and the balance to principal. Each of said installments shall bear interest at 11% per annum after maturity

This note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as 15 days after the same become due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

SEE ATTACHED DOCUMENT MADE A PART HEREOF BY REFERENCE AND ADOPTION FOR ADDITIONAL TERMS OF THIS NOTE:

*First payment of principal and interest due May 1, 1982, shall be in the amount of \$3,150.76, \$151.54 of this sum being principal and \$2,999.22 being interest.

This note is given, executed and delivered under the seal of the undersigned.

Pete G. Gerontakis (L.S.)
PETE G. GERONTAKIS
JAMES T. JOHNSON & CO., an Alabama (L.S.)
general partnership
BY: *[Signature]* (L.S.)
C. ROSSIN JOHNSON, general partner
with full authority to execute this note (L.S.)

This instrument was prepared
by Martha Mann on behalf
of the Trust Account
Administered by Amsouth Bank,
N. A., P. O. Box 11426,
Birmingham, Alabama 35202

MORTGAGE SATISFACTION

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned,
AMSOUTH BANK, N.A., as Trustee under the Will of Richard Earnest
Whaley acknowledges full payment of the indebtedness secured by
that certain Mortgage executed by Pete Gerontakis and Louise
Gerontakis and James T. Johnson & Company, an Alabama general
partnership to the trustees under the Will and Testament of
Richard Earnest Whaley under date of April 9, 1982 and recorded
in the Office of the Judge of Probate of Jefferson County,
Alabama in Real Book 419 at Page 788, and the undersigned, as
owner of said Mortgage, does hereby release and satisfy said
Mortgage.

IN WITNESS WHEREOF, the undersigned, AMSOUTH BANK,
N. A., as Trustee of said Mortgage, has caused these presents to
be executed this 26 day of May, 1994.

AMSOUTH BANK, N. A. as Trustee
under Will of Richard Earnest
Whaley

BY: [Signature]
ITS: Trust Loan Officer

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for
said County, in said State, hereby certify that Ann E. Jessup
whose name as Trust Loan Officer of AMSOUTH BANK, N. A., as
Trustee, is signed to the Foregoing instrument and who is known
to me, acknowledged before me on this day, she, as such officer,
and with full authority, executed the same voluntarily for and as
the act of said Association, acting in its capacity, as
aforesaid.

Given under my hand and official seal this 26th
day of May 1994.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 12-9-94

AmSouth Bank N.A.
Post Office Box 11426
Birmingham, Alabama 35202
(205) 326-5441

Trust Natural Resources
and Real Estate

AmSouth

May 28, 1994

James T. Johnson
James T. Johnson & Co.
P. O. Box 380186
Birmingham, Al. 35238

RE: Paid In Full Trust Loan MS-3034-34-0

Dear Mr. Johnson:

Please find enclosed the following documents pertaining to the above referenced mortgage which recently paid in full:

1. The original mortgage, stamped paid,
2. The original Mortgage Note, stamped paid,
3. A copy of the Mortgage Satisfaction.

The original satisfaction has been sent to the Judge of Probate of Jefferson County. After the document has been recorded, we will return it to you for your records.

We appreciate the privilege of handling this loan and if there is any way in which we may serve you in the future, please let us know.

Sincerely,

Martha Mann

Trust Natural Resources
Real Estate Department

/msm

Enclosures (3)