


This instrument prepared by:
Community Bank
P O Box 367
Hayden, Al 35079

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20040805000438860 Pg 1/8 36.00
Shelby Cnty Judge of Probate, AL
08/05/2004 12:43:00 FILED/CERTIFIED

STATE OF ALABAMA)
COUNTY OF ~~Mont~~)
Jefferson & Shelby

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, Old Rocky Ridge LLC, Guarantors: Webb & Company Reality, Inc.
Envision Development Co., Inc., Brownstone Construction Co., & Jeff Falletta, a single man

(hereinafter called the Mortgagor) for and in consideration of indebtedness to COMMUNITY BANK

an Alabama banking corporation (hereinafter called the Mortgagee) in the sum of \$2,087,000.00

TWO MILLION EIGHTY SEVEN THOUSAND DOLLARS

as evidenced by a promissory note of even dated herewith payable to the order of COMMUNITY BANK
which bears interest and is payable according to the terms of said note and which has a final maturity date
on the 21st day of July , 2009 , OR UNTIL PAID IN FULL which may be extended
by the parties hereto and in consideration thereof, and in order to secure the payment thereof, and of
any other obligations and indebtedness of Mortgagor to the Mortgagee, due or to become due, now
existing or hereafter contracted as maker, endorser, guarantor, surety, conditional vendee or otherwise, all
of which obligations are hereinafter referred to as "said indebtedness," said Mortgagor does hereby grant,
bargain, sell and convey unto the said Mortgagee, the following described property situated in
Jefferson & Shelby County, Alabama, to-wit:

SEE SCHEDULE "A" AS IF SET OUT IN FULL AT THIS SPACE.

EXCEPTED FROM THIS MORTGAGE ARE AD VALOREM TAXES, EASEMENTS AND RESTRICTIONS OF
RECORD, IF ANY.

together with the hereditaments and appurtenances thereto belonging, and also together with all equipment and
fixtures now or hereafter installed therein by the Mortgagor.

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 of said indebtedness and of any other
obligation of the Mortgagor to the Mortgagee, due or to become due, now existing or hereafter contracted as
maker, endorser, guarantor, surety, conditional vendee or otherwise, the Mortgagor hereby covenants that he is
seized of said real estate in fee simple and has a good right to sell, convey and mortgage the same; and that the
property is free from all encumbrances.

Mortgagor agrees to pay all taxes, liens or assessments heretofore or hereafter levied against said property before the same becomes delinquent and agrees to keep the improvements situated thereon in a reasonable state of repair and not to commit or permit waste upon the premises and agrees not to remove any fixtures.

Mortgagor agrees to keep the improvements 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 the Mortgagee.

This mortgage shall be in default under this agreement and shall become immediately due and payable forthwith, at the option of the Mortgagee, upon the happening of any one of the following events or conditions:

1. Upon the failure of the Mortgagor to pay the indebtedness upon the due date together with all other charges and/or the failure of the Mortgagor to make the payments as provided in this instrument and the Promissory Note executed simultaneously herewith.
2. Upon the failure of the Mortgagor to insure the said property or to deliver policies of insurance to the Mortgagee as herein agreed.
3. Upon the failure of the Mortgagor to pay the taxes or assessments which may be assessed against same as they become due and payable.
4. Upon the failure of the Mortgagor to pay any liens or claims which may accrue or remain on the said property.
5. Upon the Mortgagor causing substantial damage, waste, danger or misuse of said property.
6. This mortgage shall become due and payable forthwith at the option of the Mortgagee, if the Mortgagor shall convey away said premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever or if the Mortgagor causes any other encumbrance of or to the said property.

Upon such default Mortgagee may, at its option, declare all obligations secured hereby immediately due and payable.

If Mortgagor fails to insure said property or to keep the same free from all liens which are or may become prior to the title of the Mortgagee under this mortgage, Mortgagee may insure the same said liens and the outlay, if either, shall become a part of said indebtedness, and, at the option of the Mortgagee, shall become immediately due and payable.

This conveyance is a mortgage and upon payment of said indebtedness with interest thereon, and of any other obligation of the Mortgagor to the Mortgagee, due or to become due, now existing or hereafter contracted as maker, endorser, guarantor, surety, conditional vendee or otherwise, all of which obligations are referred to as "said indebtedness" the same is to be void; but if default is made in the payment of said indebtedness or any part thereof or interest thereon as the same matures, or if Mortgagor fails to keep and perform any agreement herein contained, then in either said event, the holder of this mortgage may declare said indebtedness to be immediately due and payable and may take possession of said property and either with or without taking possession of said property may sell said property at public outcry to the highest and best bidder for cash at the door of the courthouse in said county after having given notice of the time, place and terms of sale by publication of a notice thereof one a week for three successive weeks in some newspaper published in said county, and at any sale under this mortgage, the holder of this mortgage may become the purchaser of said mortgage, and apply the proceeds of sale to the cost and expense thereof, including a reasonable attorney's fee, to the payment of said indebtedness and advances with interest thereof, and any balance shall be payable to the Mortgagor.

Mortgagor agrees to pay any reasonable attorney's fee incurred by the holder of this mortgage in any judicial proceeding to which the holder of this mortgage is a party involving the mortgaged property, the lien of this mortgage, or said indebtedness, including a proceeding to foreclose this mortgage or to redeem there from.

I will pay a late charge equal to 5% of the amount of a payment which is 10 or more days late, but not less than \$10.00 and not more than \$100.00.


Mortgagor acknowledges receipt of a completed copy of a disclosure statement in connection with this loan if such disclosure is required by law to be made, and that all material disclosures under the Truth in Lending Act have been given to him.


The covenants, conditions and agreements herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the undersigned, have/has hereunto set their/his/her signature and seal, this 21st day of July, 2004.

 (Seal)
Old Rocky Ridge LLC, by Jeff Falletta, its managing member

 (Seal)
Webb & Company Reality, Inc., by Jeffrey Webb Falletta,
its President - Guarantor

 (Seal)
Envision Development Co., Inc., by Jeff Falletta, its
President - Guarantor

 (Seal)
Brownstone Construction Co., Inc., by Jeffrey Webb Falletta,
its President - Guarantor

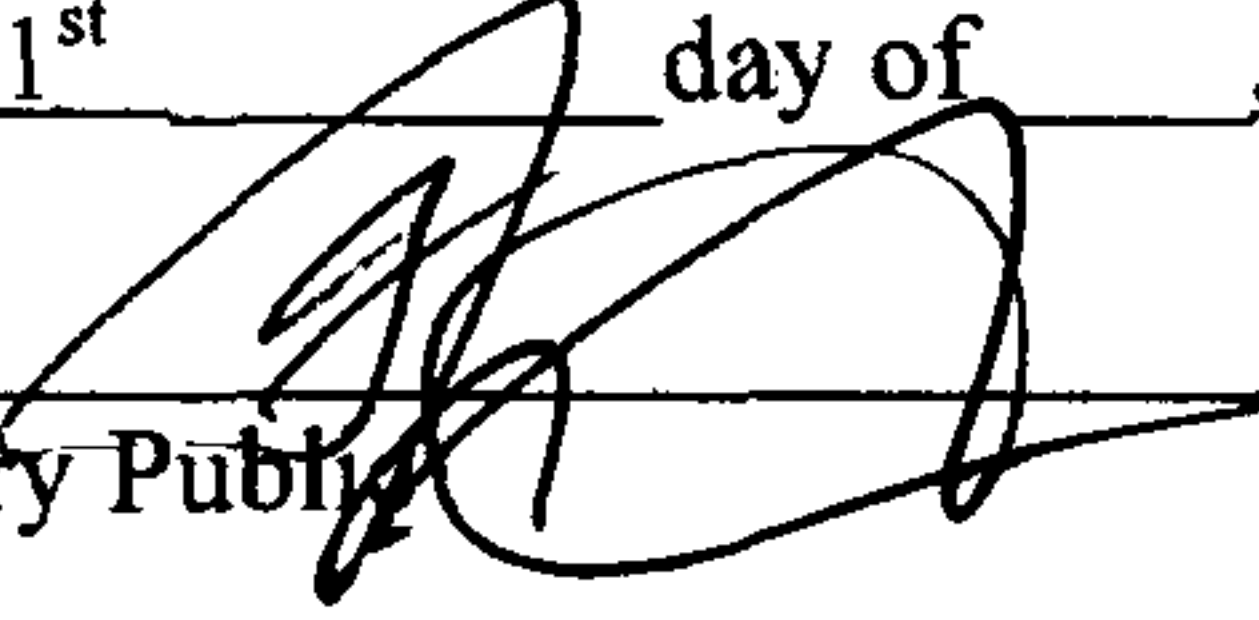
 (Seal)
Jeff Falletta, Individually - Guarantor

STATE OF ALABAMA)

COUNTY OF Blount)

I, the undersigned, a Notary Public in and for said county in said State, hereby certify that, the above, Jeff Falletta whose name(s) are/is signed to the foregoing conveyance, and who are/is known to me acknowledged before me on this day, that being informed of the contents of this conveyance they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 21st day of July, 2004.

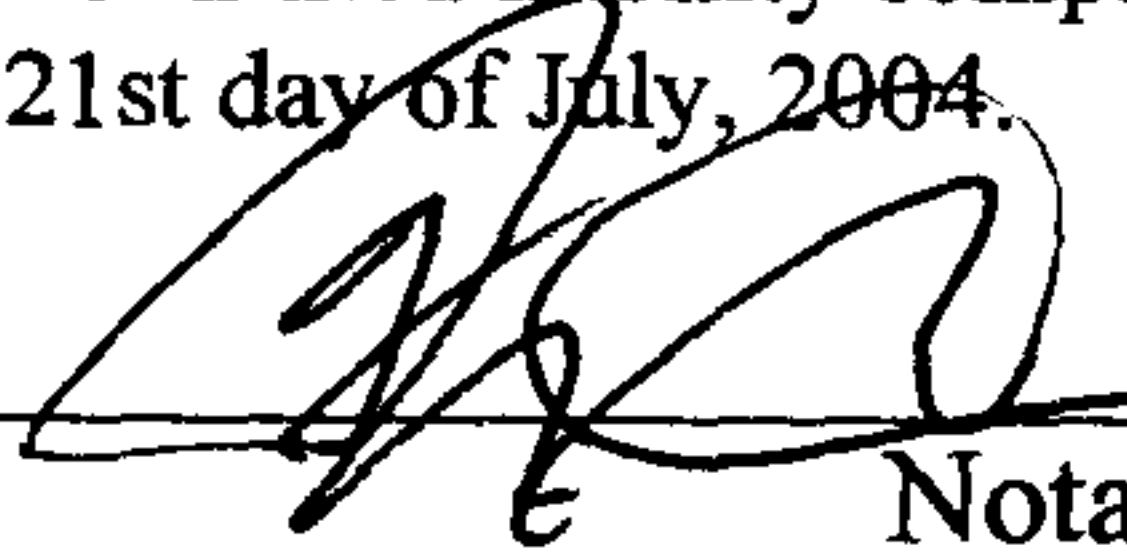

Notary Public

My commission expires: 11-16-06

**STATE OF ALABAMA }
JEFFERSON COUNTY }**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeff Falletta, whose name as managing member of Old Rocky Ridge, LLC, a limited liability company, 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 the instrument, he, as such managing member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 21st day of July, 2004.



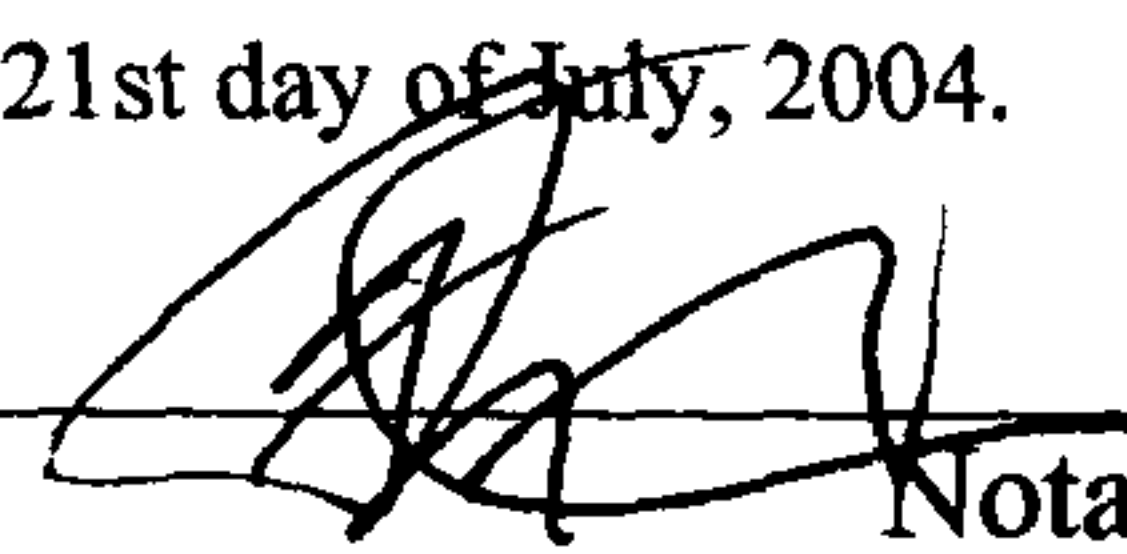
Notary Public

My commission expires: 11/16/2006

**STATE OF ALABAMA }
JEFFERSON COUNTY }**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey Webb Falletta, whose name as President of Webb & Company Realty, Inc., a corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 21st day of July, 2004.



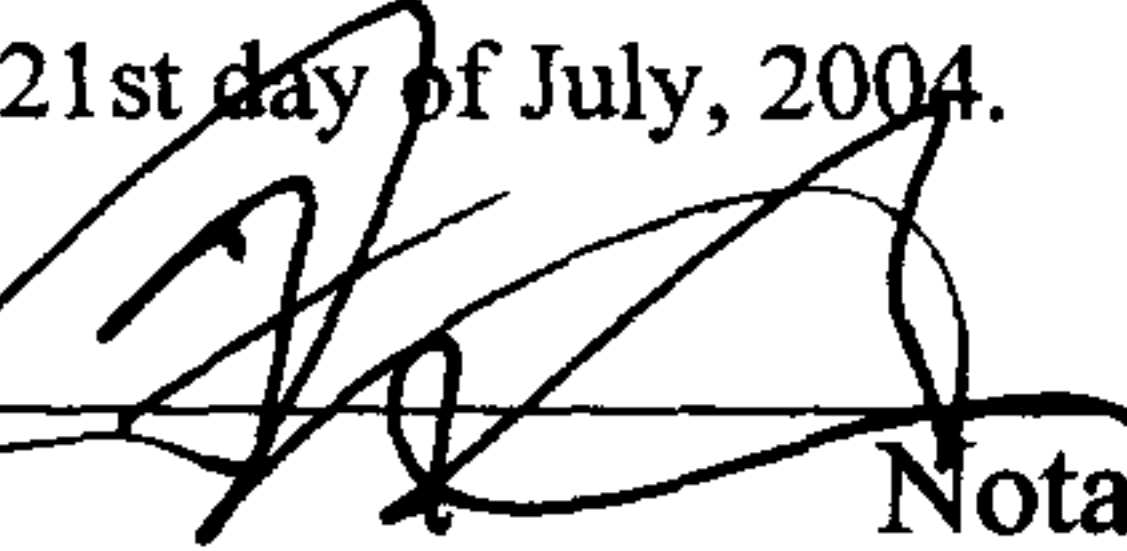
Notary Public

My commission expires: 11/16/2006

**STATE OF ALABAMA }
JEFFERSON COUNTY }**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeff Falletta, whose name as President of Envision Development Company, Inc., a corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 21st day of July, 2004.



Notary Public

My commission expires: 11/16/2006

**STATE OF ALABAMA }
JEFFERSON COUNTY }**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey Webb Falletta, whose name as President of Brownstone Construction Company, Inc., a corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 21st day of July, 2004.



Notary Public

My commission expires: 11/16/2006

**ADJUSTABLE RATE RIDER
(TO BE ATTACHED TO MORTGAGES)**

This Adjustable Rate Rider is made this day of **JULY 2004**
and is incorporated and shall be deemed to amend and supplement the Mortgage, (the Security Instrument) of the same date given by the undersigned (the Borrower), to secure the Borrower's Adjustable Rate Note to **COMMUNITY BANK**, (the Lender), of same date (the Note) and covering the property described in the Security Instrument and located at:
(property address).

**2449 OLD ROCKY RIDGE ROAD
BIRMINGHAM, ALABAMA 35216**

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND/OR INCREASES IN THE TERM OF SAID OBLIGATION.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

I. INTEREST RATE CHANGES

The note provides for an Initial Rate of Interest of **4.75%** and the note provides for changes in the interest rate, as follows:

(a) Change dates

The rate of interest I will pay may change in accordance with the terms of the note. Each date on which the rate of interest could change is called a "change date".

(b) The base rate

Any changes in the rate of interest will be based on changes in the base rate. The base is New York Prime Interest Rate, the same being the New York Prime Interest Rate as published in The Wall Street Journal from day to day.

If the base is no longer available, the Note Holder will choose a new index or base which is based upon comparable information. The Note Holder will give the notice of this choice.

The base figure for this note is **4.75%**. It is called the (original base).

The most recently available base figure as of the date of change or (change date) is called the (current base).

(c) Calculation of changes

Before each change date, the Note Holder will determine any change in my rate of interest. The Note Holder will calculate the amount of the difference, if any, between the current base and the original base. If the current base is higher than the original base, the Note Holder will add the difference to the initial base of interest. If the current base is lower than the original base, the Note Holder will then round the result of this addition or subtraction to the nearest one-eighth percentage point (0.125%). This rounded amount will be the new rate of interest I am required to pay.

(d) Borrower's Right to Defer payment of certain amounts

My monthly payments will remain the same and I will pay the remaining balance owing on the final maturity date of my said loan; or extend the term of my loan so that my monthly payments will remain the same but extend the number of monthly payments to cover any increased amount due to changes in the interest rate.

The limited payment amount I choose could be less than the amount of the interest portion of the full payment amount I would have paid after the (change date). If so, the Note Holder will subtract the limited payment amount from the amount of interest I would have paid and will add the difference to the outstanding principal balance of my loan each month until the next (change date). The Note Holder will also add interest on the amount of this difference to my outstanding principal balance each month. Until the next change date, when the Note Holder determines my new rate of interest on my then outstanding principal balance, the rate

of interest on the interest added to principal will be the rate determined and the method for determining the same as set forth above for the period I am paying the limited payment amount.

(e) The new rate of interest will become effective on each change date. I will pay my monthly payment each month beginning on the first monthly payment date after the (change date) until I have fully repaid the loan.

(f) **Notice of Change**

The Note Holder will mail or deliver to me a notice of my rate change before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who can answer any question I may have regarding the notice.

Except for any notice required under applicable law to be given in another manner,

(1) Any notice to Borrower provided for in this security instrument, shall be given by delivering it or by mailing it by first class mail, addressed to Borrower at the property address or at such other address that the Borrower may designate by notice to Lender as provided herein, and

(2) Any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

(g) **Right to demand payment in full**

In the event monthly payments made by me in any six consecutive calendar months are insufficient to pay all interest accrued under this Note during each such calendar month, you shall have the right to demand that all amounts due and owing under this Note shall become immediately due and payable by giving at least thirty days prior written notice of such demand to me. UPON ANY SUCH DEMAND, THE ENTIRE BALANCE OF ALL AMOUNTS OWING TO YOU HEREUNDER, INCLUDING WITHOUT LIMITATION, ALL PRINCIPAL, INTEREST, AND LATE CHARGES SHALL BECOME IMMEDIATELY DUE AND PAYABLE. I SHALL NOT BE RELIEVED OF MY OBLIGATIONS HEREUNDER UNTIL ALL AMOUNTS OWING TO YOU HEREUNDER ARE PAID IN FULL.

II. SEVERABILITY

In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect the provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

III. LEGISLATION

If, after the date hereof, enactment or expiration of applicable laws have the effect either or rendering the provisions of the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragraph C), unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in the Security Instrument and Adjustable Rate Rider, or of diminishing the value of Lenders Security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable. In such event, Borrower shall not have the right to reinstate this loan.

In witness whereof, Borrower has executed this Adjustable Rate Rider in duplicate on the day and date above.

OLD ROCKY RIDGE, LLC

BY:  (Seal)
Jeff Falletta, its managing member


Borrower
Brownstone Construction Company, Inc. -
Guarantor
By Jeffrey Webb Falletta, its President

 (Seal)
Webb & Company Realty, Inc. - Guarantor
By Jeffrey Webb Falletta, its President


Borrower
Jeff Falletta, individually - Guarantor

 (Seal)
Envision Development Company, Inc. - Guarantor
By Jeff Falletta, its President

RIDER

ASSIGNMENT OF LEASES AND RENTS
(TO BE ATTACHED TO MORTGAGE)

Assignment of Rents and Leases. In consideration of Mortgagee's making the loan evidenced by the Note and for other good and valuable consideration, and to secure the prompt payment of the Debt, with the interest thereon, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Loan Documents, Mortgagor does hereby sell, assign and transfer unto the Mortgagee all Leases and subleases of all or part of the Mortgaged Property, including without limitation the Existing Leases (if any), and all Rents. It is the intention of the parties that this assignment of rents and leases shall be a present assignment, and to hereby establish an absolute transfer and assignment (but not a delegation of duties) of all the said leases, subleases and agreements, and all that avails thereof, to the Mortgagee.

Representations and Warranties Related to Existing Leases. (a) Mortgagor has good title to the Existing Leases and Rents hereby assigned and good right to assign the same, and no other person, corporation or entity has any right, title or interest therein. (b) The Mortgagor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the Existing Leases on the Mortgagor's part to be kept, observed and performed. (c) The Mortgagor has not previously sold, assigned, transferred, mortgaged or pledged the Existing Leases or the Rents, whether now due or hereafter to become due. (d) No Rents due for any period subsequent to the month next succeeding the date of this Mortgage have been collected on the Existing Leases, and no payment of any of the Rents has otherwise been anticipated, waived, released, discounted, set off or otherwise discharged or compromised. (e) The Mortgagor has not received any funds or deposits from any lessee in excess of one month's rent for which credit has not already been made on account of accrued rents. (f) Mortgagor shall not renew or otherwise extend the term of the Existing Leases; provided, however, that nothing herein contained shall prevent the Mortgagor, upon expiration of the now-current term (or other expiration or termination) of the Existing Leases, from leasing the property covered thereby to the lessee thereunder by a lease or leases expressly subject and fully subordinate to the lien, assignment and security interest of this mortgage. (g) To the best of the Mortgagor's knowledge, the lessees under the Existing Leases are not in default under any of the terms hereof.

Covenants Relating to Rents and Leases. The Mortgagor covenants and agrees that the Mortgagor shall: (a) observe, perform and discharge all obligations, covenants, and warranties provided for under the terms of the Leases to be kept, observed and performed by the Mortgagor, and shall give prompt notice to the Mortgagee in the event the Mortgagor fails to observe, perform, and discharge the same; (b) enforce or secure in the name of the Mortgagee the performance of each and every obligation, term, covenant, condition and agreement to be performed by any lessee under the terms of the Leases; (c) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the Mortgagor and any lessee thereunder, and, upon request by the Mortgagee to do so in the name and on behalf of the Mortgagee but at the expense of the Mortgagor, and to pay all costs and expenses of the Mortgagee, including reasonable attorneys' fees, in any action or proceeding in which the Mortgagee may appear; (d) not receive or collect any Rents from any present or future lessee of the Mortgaged Property or any of the Improvements, or any part thereof, for a period of more than one month in advance, or pledge, transfer, mortgage or otherwise encumber or assign future payments of the Rents; (e) not waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any lessee of the Mortgaged Property of and from any obligations, covenants, conditions and agreements by said lessee to be kept, observed and performed, including the obligation to pay rent in the manner and at the place and time specified in any Lease; (f) not cancel, terminate or consent to any surrender of any Lease, or modify or in any way alter the terms thereof without, in each such instance, the prior written consent of the Mortgagee; (g) upon Mortgagee's request, furnish the Mortgagee with the name and address of all lessees under the Leases, the term of such Leases, a description of the premises covered thereby, and a copy of such Lease; and (h) execute all such further assignments of such Lease and the Rents therefrom as the Mortgagee may require.

Mortgagee Shall Have No Obligations with Respect to Leases. The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, subleases or rental agreements relating to the Mortgaged Property, and the Mortgagor shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases, subleases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases, sublease or agreements. Should the Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against the Mortgagee in connection with any one or more said leases, subleases or agreements, the Mortgagor agrees to reimburse the Mortgagee for the amount thereof, including costs, expenses and reasonable attorneys' fees, all of which shall be secured by the assignment hereunder and by this Mortgage.

Nothing herein contained shall be construed as constituting Mortgagee as "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by the Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

OLD ROCKY RIDGE, LLC

 (Seal)
By Jeff Falletta, its managing member

 (Seal)
Webb & Company Realty, Inc. - Guarantor
By Jeffrey Webb Falletta, its President

 (Seal)
Envision Development Company, Inc. - Guarantor
By Jeff Falletta, its President

 (Seal)
Brownstone Construction Company, Inc. - Guarantor
By Jeffrey Webb Falletta, its President

 (Seal)
Jeff Falletta, individually - Guarantor

SCHEDULE "A"
LEGAL DESCRIPTION

A parcel of land as situated in Section 8, Township 19 South, Range 2 West, Jefferson County, Alabama, and Section 17, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Begin at the intersection of the north line of Riverforest Re-survey, as recorded in Map Book 178, Page 98, in the Office of the Judge of Probate, Jefferson County, Alabama, and the Easterly right of way line of Old Rocky Ridge Road (right of way width varies); thence run northerly along the said easterly right of way line for a distance of 248.60 feet to a point on the south line or the westerly extention thereof for Old Rocky Ridge Townhomes (as recorded in Map Book 137, Page 26, in the Office of the Judge of Probate, Jefferson County, Alabama); thence turn an interior angle to the left of 93 degrees 39 minutes 27 seconds and run easterly along the aforementioned south line for a distance of 903.41 feet to the point herein after referred to as Point A; thence continue along the course last traversed for a distance of 91.25 feet more or less to the center line of Cahaba River; thence meander southerly and southwesterly along the centerline of Cahaba River for a distance of 646 feet more or less to the north line of Riverforest and its easterly extention thereof, as recorded in Map Book 163, Page 56, in the Office of the Judge of Probate, Jefferson County, Alabama; thence run westerly along the said north line for a distance of 49 feet more or less to the point hereinafter referred to as Point B; thence continue westerly along the said north line and its easterly extention for a distance of 1400.19 feet to the point of beginning. The above described property contains 8.76 acres more or less.


Except that part of the above described tract which lies within the right of way of the public road which bounds the same on its northwesterly side.

Less and except any part of subject property lying within the Cahaba River.

Subject to any restrictions, easements and rights of way of record.

The above described real property is not the homestead of the mortgagor or mortgagor's spouse.

distribution *computed as follows*
Jefferson *95%*
Shelby *5%* *lg.*
77

State of Alabama - Jefferson County
I certify this instrument filed on:
2004 JUL 21 02:28:11:99PM
Recorded and \$ 3,130.50 Mtg. Tax
and \$ 25.00 Deed Tax and Fee Amt.
\$ 3,155.50 Total \$
MICHAEL F. BOLIN, Judge of Probate

200410/0811