


6V
STATE OF ALABAMA)
COUNTY OF SHELBY)


20040816000460400 Pg 1/4 2,997.50
Shelby Cnty Judge of Probate, AL
08/16/2004 15:21:00 FILED/CERTIFIED

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS : That Whereas, PINEHURST CONSTRUCTION AND DEVELOPMENT, INC. (hereinafter called "Mortgagor"), is justly indebted to J. STEVEN MOBLEY (hereinafter called "Mortgagee") in the sum of ONE MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$1,985,000.00) evidenced by a loan of even date herewith, and

NOW THEREFORE, in consideration of the premises, said Mortgagor(s), and all others executing this mortgage, do hereby grant, bargain, sell, and convey unto Mortgagee the following described real estate, situated in SHELBY County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A"

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

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, the undersigned agrees 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 the 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, lightening and tornado for the fair and reasonable insurable value thereof, but in any event not less than the original mortgage amount, 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 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 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 specially 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.

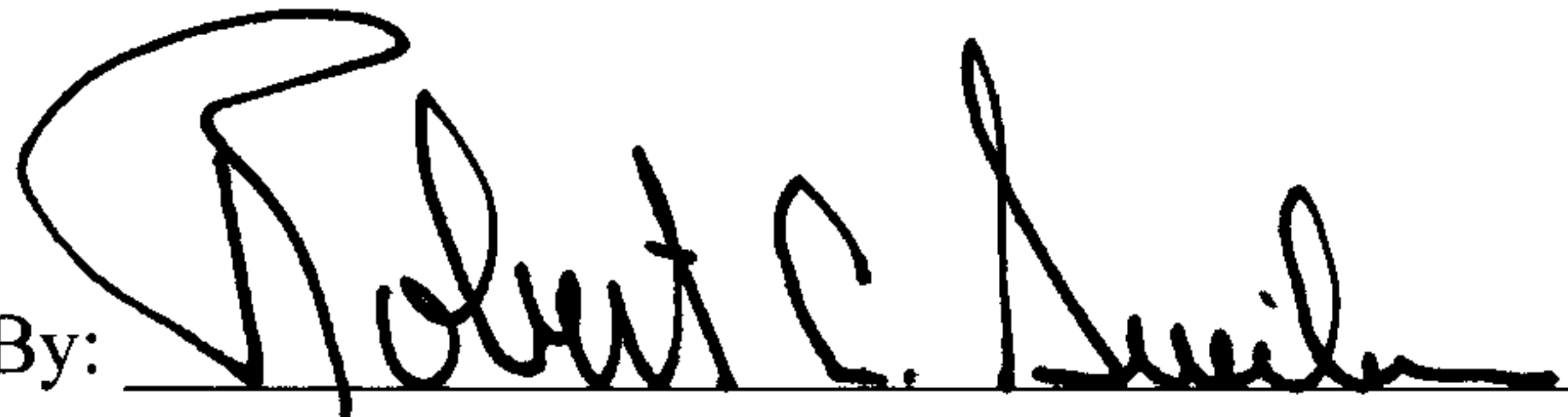
Upon condition, however that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amount Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should any of the following conditions occur: (a) a default in the terms and condition of the promissory note

secured by this conveyance, (b) any default be made in the payment of the indebtedness or any sum expended by the said Mortgagee or assigns, or should indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or (c) should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance 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 shall 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 Courthouse door 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 attorneys 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 therefore; and undersigned further agree 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, PINEHURST CONSTRUCTION AND DEVELOPMENT, INC. has hereunto set its signature and seal, this 15th day of JULY, 2004.

CAUTION—IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS DOCUMENT BEFORE SIGNING IT.

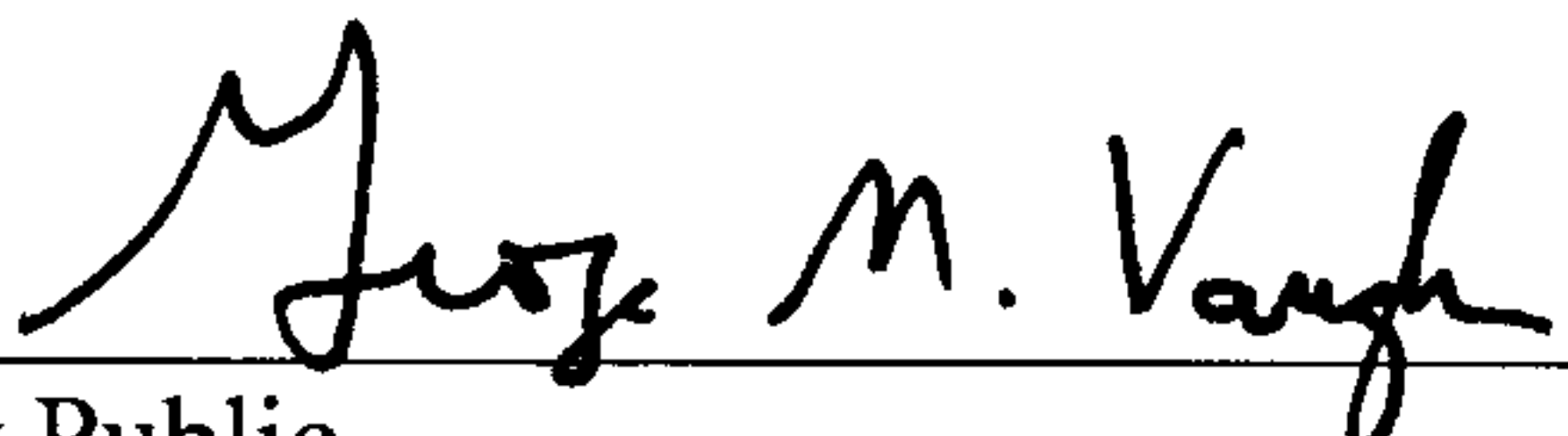
PINEHURST CONSTRUCTION AND DEVELOPMENT, INC.

By: 
Its: PRES.

STATE OF ALABAMA)
COUNTY OF SHELBY)

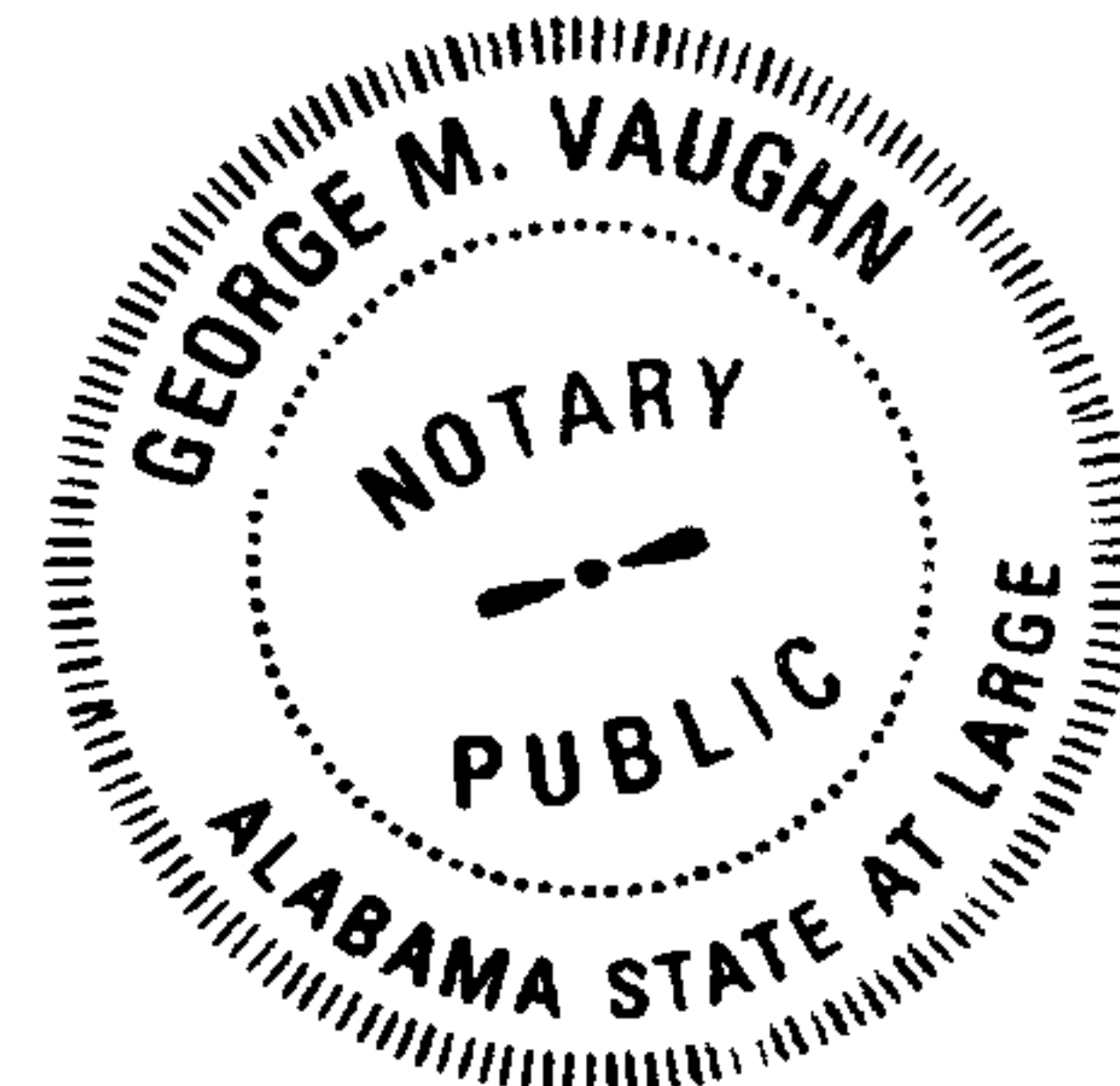
I, George M. Vaughn, a Notary Public, in and for said County in said State, hereby certify that Robert C. Sinclair, whose name as President of PINEHURST CONSTRUCTION AND DEVELOPMENT, INC., is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this the 15th day of JULY, 2004.


Notary Public
My commission expires: 9.29.06

This Instrument was prepared by:
GEORGE M. VAUGHN, ESQ.
PADEN & PADEN
5 RIVERCHASE RIDGE, SUITE 100
Birmingham, AL 35244

wp8\george\mobley development\mortgage



PARCEL 1

A Parcel of land situated in the S1/2 of Section 28, Township 20 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the NE Corner of the SE 1/4 of Section 28; thence S02°35'42"E along the East line of said 1/4 section, a distance of 931.11'; thence S87°24'18"W, a distance of 2,162.34' to the POINT OF BEGINNING; thence N45°17'53"W, a distance of 108.66'; thence N04°38'28"E, a distance of 34.26'; thence N27°48'08"W, a distance of 26.50'; thence N73°48'49"W, a distance of 53.71'; thence N41°34'59"W, a distance of 47.94'; thence S64°28'57"W, a distance of 290.95'; thence S54°01'30"W, a distance of 174.39'; thence S18°49'41"W, a distance of 107.09'; thence S40°45'47"W, a distance of 443.98'; thence S33°32'43"W, a distance of 25.00'; thence S56°27'17"E, a distance of 354.82'; thence N27°48'14"E, a distance of 125.63'; thence N45°21'05"E, a distance of 151.81'; thence N53°09'47"E, a distance of 73.96'; thence N70°51'46"E, a distance of 103.76'; thence N78°02'37"E, a distance of 89.15'; thence N09°15'35"W, a distance of 222.63'; thence N55°56'25"E, a distance of 291.22' to the POINT OF BEGINNING.
Containing 7.7 acres, more or less.

PARCEL 2

A Parcel of land situated in the SW 1/4 of Section 28, Township 20 South, Range 2 West, Shelby County Alabama being more particularly described as follows:

Commence at the SW Corner of said Section 28; thence N00°03'12"W, a distance of 834.01'; thence N89°56'48"E, a distance of 508.41' to the POINT OF BEGINNING; thence N33°58'36"E, a distance of 269.60'; thence N59°50'56"W, a distance of 76.38'; thence N30°09'04"E, a distance of 114.19' to the point of curve of a non tangent curve to the left having a radius of 230.00', a central angle of 70°42'02" and subtended by a chord which bears N84°48'03"E, a chord distance of 266.14'; thence easterly along the curve an arc distance of 283.81'; thence N49°27'08"E, a distance of 42.54' to the point curve to the right, having a radius of 270.00', a central angle of 36°33'35" and subtended by a chord which bears N67°54'26"E, a chord distance of 169.38'; thence easterly along the curve an arc distance of 172.28'; thence N86°11'14"E, a distance of 101.72'; thence S07°50'45"W, a distance of 141.01'; thence S25°51'04"W, a distance of 198.20'; thence S19°09'36"W, a distance of 84.04'; thence S03°55'07"W, a distance of 80.38'; thence S26°25'38"W, a distance of 141.03'; thence S15°34'07"W, a distance of 184.58'; thence N57°00'37"W, a distance of 312.22'; thence N34°00'47"E, a distance of 5.92'; thence N57°00'37"W, a distance of 138.83'; thence N56°01'24"W, a distance of 86.47' to the POINT OF BEGINNING.
Containing 6.7 acres, more or less.