

Subject to:

1. Taxes and assessments for the year 2005, and subsequent years, which are not yet due and payable; and
2. Rights-of-way for roads as same are presently situated over, along or across said property; and
3. All utility easements, whether of record or as are presently situated over, along, across or beneath said property; and
4. All other easements, restrictions and rights-of-way of record.

TOGETHER with all and singular the fixtures appurtenant thereto, which shall include, insofar as they now are or may hereafter belong to or be used with the premises or any buildings or improvements thereon and whether attached or detached, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, sprinkling, and plumbing fixtures; irrigating, water, and power systems; engines and machinery; boilers, ranges, furnaces, oil burners, or units thereof; elevators and motors; refrigeration plants or units; cabinets; appliances; wall beds; storm windows and doors; window and door screens; awnings; window shades, shrubbery; and all property now or hereafter attached to or reasonably necessary to the use of the premises, all of which shall be deemed to be fixtures and shall be part of the security for the Indebtedness herein mentioned and shall be covered by this mortgage; and together with all and singular the buildings, improvements, ways, streets, alleys, passages, waters, water courses, rights, liberties, privileges, easements, tenements, hereditaments, and appurtenances thereunto appertaining, and the reversions and remainders, rents, issues, and profits thereof. Said real estate and all other property hereinabove described, whether real or personal, is herein referred to as "the premises."

TO HAVE AND TO HOLD the premises unto Mortgagee and its respective successors and assigns forever,

AND, Mortgagor does covenant with Mortgagee that it is lawfully seized in fee simple and possessed of the premises, and has good right to convey the same; and that, subject only to exceptions herein specifically mentioned, Mortgagor does warrant and will defend the title to the same unto Mortgagee against the lawful claims of all persons whomsoever.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements:

1. Mortgagor shall pay the Indebtedness when and as it becomes due.
2. Mortgagor shall keep the premises in good condition and repair, reasonable wear and tear expected; shall not remove any fixture nor remove or demolish any building or improvement located on the above described land without the written consent of Mortgagee; and shall neither commit nor permit waste of the premises.
3. Mortgagor shall pay and discharge as the same become due all taxes and assessments that may accrue, be levied, or assessed upon the premises or any part thereof, which may be or become a lien prior to the lien of this mortgage or have priority in payment to the debt secured hereby, or upon Mortgagee's interest therein or upon this mortgage or the Indebtedness or evidence of Indebtedness secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon the Mortgagee. Upon the passage of any law imposing the payment of the whole or any part thereof upon the Mortgagee, or upon the rendering by any appellate court of competent jurisdiction that the undertaking by the Mortgagor to pay such taxes is legally inoperative, then all Indebtedness hereby secured without deduction shall, at the option of Mortgagee, become immediately due and payable, notwithstanding anything contained in this mortgage or any law heretofore or hereafter enacted. Mortgagor shall not suffer or permit any taxes or assessments on the premises to become or remain delinquent or permit any part thereof or any interest therein to be sold for any taxes or assessments.



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Shelby Cnty Judge of Probate, AL
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4. Mortgagor shall pay all debts, claims, or other charges that may become liens against the premises or any part thereof for repairs or improvements that may have been, or may hereafter be, made on the premises and shall not permit any lien or encumbrance of any kind which might become superior to the title of Mortgagee or the lien of this mortgage to accrue or remain on the premises or any part thereof.

5. Mortgagor shall keep the premises continuously insured and shall provide, maintain, and deliver to Mortgagee policies of fire and such other insurance as Mortgagee may from time to time require in companies, forms, and amounts satisfactory to Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and shall assign and deliver to Mortgagee with mortgage clauses satisfactory to Mortgagee all insurance policies of any kind or in any amount now or hereafter issued upon the premises. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the premises caused by any casualty. Full power is hereby conferred on Mortgagee to settle and compromise claims under all policies and to demand and receive all monies becoming payable thereunder and to assign absolutely all policies to any endorsee of the Note or to the grantee of the premises in the event of the foreclosure of this mortgage or other transfer of title to the premises in extinguishment of the Indebtedness. In the event of loss under any of the policies of insurance herein referred to, the proceeds of such policy shall be paid by the insurer to Mortgagee who may in Mortgagee's sole and absolute discretion, apply the same, wholly or partially, after deducting all costs of collection, including a reasonable attorney's fee, either as a payment on account of the indebtedness, whether or not then due or payable, or toward the alteration, reconstruction, repair, or restoration of the mortgaged premises either to the portion thereof by which said loss was sustained or any other portion thereof.

6. If default shall be made in the payment of the Indebtedness or any part thereof or in the performance of any Obligation, Mortgagee shall have the right forthwith to enter into and upon the premises, take possession thereof, and collect rent, income, and profits with or without the appointment of a receiver. All such net income, after payment of reasonable collection, management, and attorney's fees, shall be applied toward the payment of any advances made by Mortgagee or in reduction of the Indebtedness in such manner or proportion as Mortgagee may elect.

7. If Mortgagor fails to insure the premises, or to pay and furnish receipts for all taxes and assessments, or to pay debts, claims or other charges for repairs and improvements, or to keep the premises in good condition and repair, all as provided herein, Mortgagee may at its option procure such insurance, pay such taxes and assessments, redeem the property from any tax sale, procure such receipts, or enter upon the premises and make such repairs as they may deem necessary; and Mortgagor shall immediately pay to Mortgagee all sums which Mortgagee shall have so paid, together with interest at the rate of seven and one-half per cent (7.5%) per annum from the date the same was paid, and for payment thereof, this mortgage shall stand as security in like manner and effect as for the payment of the Indebtedness; but the failure of Mortgagee to procure such insurance, to pay such taxes and assessments, to redeem the property from any tax sale, or to make repairs shall in no way render Mortgagee liable to Mortgagor. If Mortgagee shall elect to advance insurance premiums, taxes, or assessments, or redeem from tax sale, the receipt of the insurance company or of the proper tax official shall be conclusive evidence of the amount, validity, and the fact of payment thereof.

8. Mortgagor shall immediately pay to Mortgagee all sums, including costs, expenses, and reasonable agent's and attorney's fees, which Mortgagee may expend or become obligated to pay in any proceedings, legal or otherwise, to prevent the commission of waste; to establish or sustain the lien of this mortgage or its priority, or to defend against liens, claims, rights, estates, easements, or restrictions, asserting priority to this mortgage; in payment, settlement, discharge, or release of any asserted lien, claim, right, easement, or restriction made upon advice of competent counsel that the same is superior to the lien of this mortgage; for title insurance, abstract of title, or extension thereof; in connection with any suit to enforce or foreclose this mortgage, or to recover any sums hereby secured, together with interest on all such sums at the rate of seven and one-half per cent (7.5%) per annum until paid, and for payment of such sums and interest this mortgage shall stand as security in like manner and effect as for the payment of the said principal indebtedness.



9. If default shall be made in the payment of the Indebtedness or any part thereof in accordance with the terms thereof, or in the performance of any Obligation then the entire Indebtedness shall, at the option of Mortgagee, become immediately due and payable and this mortgage subject to foreclosure; and Mortgagee shall have the right and is hereby authorized to enter upon and take possession of the premises, and after or without taking possession, to sell the same before the Court House door in Shelby County, at public outcry for cash, after having given notice of the time, place, and terms of sale by publication once a week for three successive weeks prior to said sale in a newspaper of general circulation published in said county, and, upon payment of the purchase money, Mortgagee or any person conducting said sale for Mortgagee is authorized and empowered to execute to the purchaser at said sale a deed to the premises so purchased. Mortgagee may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. At said foreclosure sale the premises may be offered for sale and sold as a whole or in parcels without first offering it in any other manner, or the premises may be offered for sale and sold in any other manner as Mortgagee may elect.

10. The proceeds of said sale shall be applied: First, to the expense of advertising and selling, including reasonable attorney's fees; second, to the repayment of any money, with interest thereon, which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay, for taxes, assessments insurance or other charges, liens, or debts as hereinabove provided; third, to the payment of the Indebtedness, with interest to date of sale; fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the premises at the time of the sale after deducting any expense of ascertaining who is such owner. If this mortgage be foreclosed in a judicial proceeding, reasonable attorney's fees and expenses incurred by Mortgagee in connection with such proceeding shall be paid out of the proceeds of the sale.

11. Mortgagor waives all rights of exemption pertaining to real or personal property as to any Indebtedness, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the Indebtedness.

12. After foreclosure of this mortgage, Mortgagor and all holding under it shall become and be conclusively presumed to be tenants at will of the purchaser at the foreclosure sale.

13. Any promise made by Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagor waives all rights of exemption under the law and agrees to pay a reasonable attorney's fee for the collection thereof.


14. No delay or failure of Mortgagee to exercise any option herein given or reserved shall constitute a waiver of such option or estop Mortgagee from afterwards exercising same or any other option at any time and the payment or contracting to pay by Mortgagee of anything Mortgagor has herein agreed to pay shall not constitute a waiver of the default of Mortgagor in failing to make said payments and shall not estop Mortgagee from foreclosing this mortgage on account of such failure of Mortgagor.

15. If Mortgagor shall well and truly pay and discharge all Indebtedness as it shall become due and payable and shall do and perform all Obligations, then this conveyance shall be and become null and void.

16. All awards of damages in connection with any condemnation for public use of or injury to any of said premises are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under the Note and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

17. The term "Mortgagor," wherever used herein, shall mean the party executing this mortgage, and all the covenants, conditions, and agreements hereof shall bind Mortgagor, its successors and assigns, and shall inure to the benefit of and be available (jointly and severally if more than one) to Mortgagee, and to the successors and assigns of Mortgagee. The rights, options, powers, and remedies herein provided shall be cumulative and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law.

[SIGNATURES ON FOLLOWING PAGE]


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07/29/2005 02:13:33PM FILED/CERT

IN WITNESS WHEREOF, the undersigned Mortgagor and Mortgagee have executed this instrument on the 30th day of July, 2005.

MORTGAGOR

CENTRAL PROPERTIES, LLC

By: 

Name: KEITH WOODS

Its: PRESIDENT

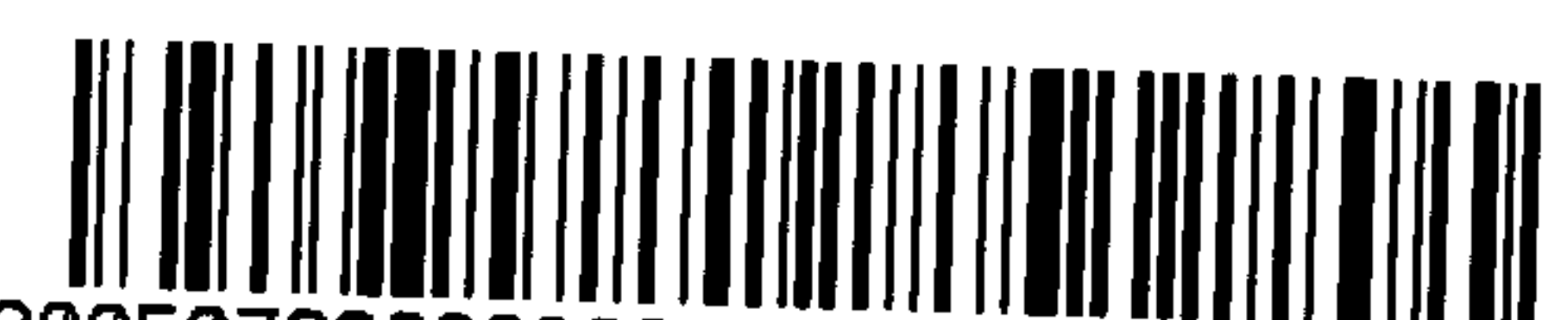
MORTGAGEE

MSR PROPERTIES, LLC

By: 

Name: J.A WOODS

Its: OWNER

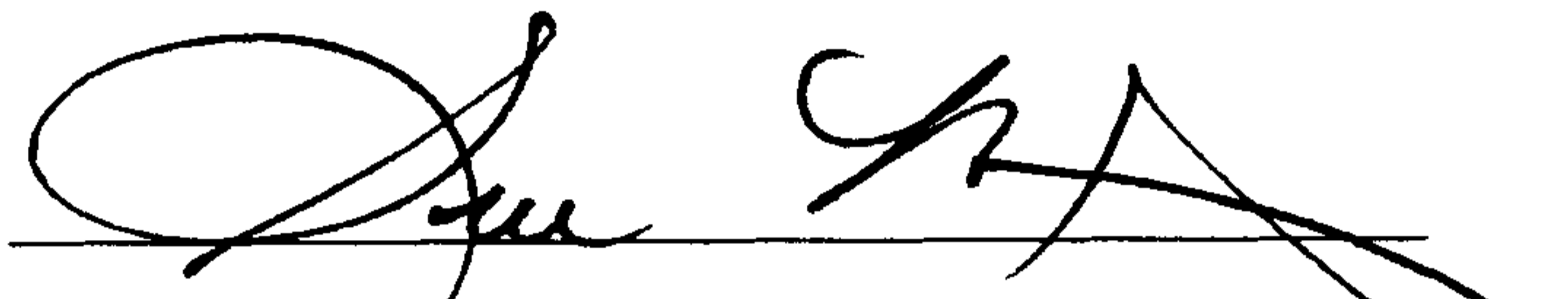

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STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned authority in and for said County in said State, hereby certify that J.A. Woods, whose name as OWNER of **MSR Properties, LLC**, is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that being informed of the contents of the Mortgage, he, as such officer and with full authority, executed the same voluntarily for and as an act of the corporation on the day the same bears date.

Given under my hand and official seal this 30th day of July, 2005.

Notary Public 
My Commission Expires: MY COMMISSION EXPIRES AUG 1, 2006

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned authority in and for said County in said State, hereby certify that **Keith A. Woods**, whose name as Manager of Central Properties, LLC, is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that being informed of the contents of the Mortgage, he, as such officer and with full authority, executed the same voluntarily for and as an act of the corporation on the day the same bears date.

Given under my hand and official seal this 30th day of July, 2005.

Notary Public 
My Commission Expires: MY COMMISSION EXPIRES AUG 1, 2006

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