

MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That whereas, on this 21st day of October, 2005, Conrad & Burnett Investments, LLC (hereinafter called the Mortgagor) has this day become justly indebted to the SERVISFIRST BANK, an Alabama bank (hereinafter called the Mortgagee), in the sum of Four Hundred Thirty Thousand AND 00/100 Dollars (\$430,000.00) as evidenced by a promissory Note of even date herewith, together with interest thereon at the rate set forth in said Note.

NOW, THEREFORE, in consideration of said indebtedness and to secure the payment of the principal and interest to be paid upon said Note, as set forth above, and to secure the payment of all other sums advanced to or for the benefit of said Mortgagor pursuant to the provisions of said Note or this Mortgage, and to secure the punctual observance and performance by Mortgagor of all other terms, provisions and covenants as set forth in said Note and this Mortgage, and also in consideration of the further sum of Ten Dollars to said Mortgagor in hand well and truly paid by said Mortgagee at and before the sealing and delivery of this Mortgage, the receipt whereof is hereby acknowledged, Mortgagor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto said Mortgagee, its successors or assigns, the property described on Exhibit "A" attached hereto and made a part hereof, situated in the County of Shelby, State of Alabama.

TOGETHER with all the easements, ways, rights, privileges and appurtenances to the same belonging, including but not limited to all the buildings and improvements now and hereafter located thereon, and together with all wall-to-wall carpeting, screens, awnings, landscaping, escalators, elevators, plumbing material, gas and electrical fixtures and equipment, and all heating, cooling, air conditioning and lighting fixtures, equipment, and/or apparatus now or hereafter attached to or forming a part of said premises, all of which shall be deemed realty and conveyed by this Mortgage, and all rents, issues and profits which may at any time arise or be had from any portion or all of said premises, and any movable property hereinbefore described.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto said Mortgagee, its successors or assigns, in fee simple forever.

And Mortgagor does hereby covenant and agree with Mortgagee that it is indefeasibly seized of said land and tenements in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the form and manner as aforesaid, hereby fully and absolutely waiving and releasing all rights and claims it may have in or to said lands, tenements and property; and that the same are free of all liens and encumbrances; and that it will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, that if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, including additional loans or advances, and all other sums payable by Mortgagor to

Mortgagee hereunder and under the terms of the Note, together with interest thereon, and shall keep and perform each of the other covenants, conditions and agreements hereinafter set forth, then this Mortgage and the estate granted thereby shall become void; otherwise, it shall remain in full force and effect.

And Mortgagor does covenant and agree with Mortgagee, so long as said Note shall remain unpaid in whole or in part, as follows:

First. To pay the principal and interest and all other sums secured hereby promptly as they become due according to the tenor of the aforesaid Note.

Second. To keep all the buildings and other improvements now or hereafter on said premises continuously insured against loss or damage by fire and those hazards included within the term "extended coverage", and such other hazards as Mortgagee from time to time may require, for such amounts and in such companies as may be satisfactory to Mortgagee; to the extent applicable, to continuously comply with the requirements of any co-insurance provisions of such insurance policies; to pay all insurance premiums when due and to deliver to Mortgagee the policy or policies and, 15 days before expiration of each policy, renewals thereof; and to keep each policy constantly assigned to Mortgagee under a form of mortgagee or loss payable clause approved by Mortgagee. If a greater amount of insurance is placed upon said improvements than the amount required by Mortgagee, Mortgagor shall deliver such policy or policies, and any renewals thereof, to Mortgagee and will keep each such policy constantly assigned to Mortgagee under an approved mortgagee or loss payable clause. In the event of loss or damage, Mortgagor will immediately notify Mortgagee and the avails of all fire and other hazard insurance or any part thereof may be applied, at the option of Mortgagee, to the indebtedness hereby secured. Mortgagee may make proof of loss and, at its option may apply for and be named sole payee of any proceeds. Upon foreclosure of this Mortgage or other acquisition of the premises or any part thereof by Mortgagee, said policies including all unearned premiums shall become the absolute property of Mortgagee, or of the purchaser at foreclosure.

Third. To keep all buildings and other improvements now or hereafter on said premises in good order and repair and in tenantable condition, without any liability of Mortgagee to any person for damages or failure to repair, or for any mechanics' or materialmen's lien for any repairs or improvements; to do or permit no waste or deterioration on said property; to remove or cause to be removed none of said buildings or other improvements without the written consent of Mortgagee; to comply with all laws, ordinances and regulations affecting such property or requiring any alterations or improvements to be made thereon; and to do any acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary to protect and preserve said security. Mortgagee shall have the right to enter upon the mortgaged premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon.

Fourth. To pay any and all claims which may become a lien upon or charge against the property hereby conveyed for repairs, or for improvements, or for any other purpose; and not to allow or permit any lien or liens to accrue and remain upon or against the said real estate, or improvements thereon, or either of them, which lien or liens might take precedence over or in any way impair the first and superior lien of this Mortgage.

Fifth. To assign to Mortgagee as sole payee all compensation, judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the premises or any part thereof by reason of any condemnation or eminent domain proceeding, or for any damage (whether caused by such taking, tortiously or otherwise) to the premises or the improvements thereon, or any part thereof, Mortgagee may, after deducting all expenses, including attorney's fees, apply all such monies or any

part thereof so received on the indebtedness hereby secured in such manner as it elects, or, at its option, release the entire amount or any part thereof. Such release shall in no way affect the priority of the lien herein created, nor shall any application of the monies so received to the indebtedness secured hereby either waive or cure any default which may have occurred hereunder.

Sixth. To cause to be properly and timely listed and to promptly pay all taxes, charges, assessments or other statutory liens of every kind and nature which may be levied, charged or imposed on the security property, or any part thereof or which might become a superior lien to that of this Mortgage, whether the same be for Federal, State, County, City or other purposes; and to deliver to Mortgagee, at least thirty days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt showing the payment of same. Mortgagor will also pay any and all taxes or charges upon the interest of Mortgagee herein, or upon this Mortgage, or upon the indebtedness, or other sums hereby secured to whomsoever assessed, including personal taxes, except where mortgagors are prohibited by statute from so doing.

Seventh. To keep and continue all leases, estates and interests pertaining to the security property or any part thereof and contracts and agreements relating thereto in full force and effect and not to permit the same to lapse or otherwise become impaired for failure to comply with the obligations thereof, either express or implied. In addition, if, during the term of this Mortgage, any leases, now in existence or hereafter executed, shall terminate, whether by natural expiration or for whatever reason, Mortgagor will actively seek in good faith other acceptable tenants.

Eighth. From time to time as so requested by Mortgagee, to make, execute and deliver or cause to be made, executed and delivered to Mortgagee any and all further instruments, certificates and other documents as may in the opinion of Mortgagee be necessary or desirable in order to effectuate, complete, enlarge or perfect or to continue and preserve the obligation of Mortgagor under the Note and the lien of this Mortgage or other instruments given as security therefor. In the event any part of the security interest may expire by statutory law prior to the final maturity of the Note, Mortgagor will execute such instruments required to continue and preserve the security of Mortgagee, and Mortgagor will pay all expenses so incurred.

Ninth. In the event Mortgagor shall for any reason fail to perform any of the covenants or agreements contained in this Mortgage, Mortgagor empowers Mortgagee to do, at Mortgagee's option and at Mortgagor's expense, anything which Mortgagor has covenanted or agreed to do and to be the sole judge of the legality or validity of any tax, assessment, claim or lien asserted against the mortgaged property and of the need for repairs thereto or maintenance thereof; that the election of Mortgagee to so exercise the said option shall not be considered as waiving any other right or remedy of Mortgagee for the breach of any covenant herein by Mortgagor. And all amounts so expended or advanced by Mortgagee hereunder, including necessary and reasonable attorney's fees, shall immediately become a part of the indebtedness secured hereby and a lien on the premises and shall be immediately due and payable.

And it is covenanted that if said Mortgagor does not hold said premises by title in fee simple, or has not good right and lawful authority to sell, convey or encumber the same; or if said premises are not free and clear of all liens and encumbrances whatsoever; or if any suits have been begun affecting the same, or if any taxes or assessments be made or levied upon the debt secured hereby, or upon Mortgagee for or on account of this loan, either by the state or county, or for local purposes, Mortgagee shall have the right to declare the entire indebtedness secured hereby at once due and payable, and Mortgagor or the person or persons claiming or holding under Mortgagor shall at once pay the entire indebtedness secured hereby.

In the event (a) of default in the payment of any one of the installments of principal or interest

of said Note, or any of the other sums of money secured hereby, when the same becomes due, either at its original or extended maturity; or (b) the said property, or any part thereof, should be seized to enforce or foreclose any mortgage, privilege, lien or judgment, other than the mortgages granted and stipulated in favor of Mortgagee; or (c) of suspension of business or insolvency, or the commission of any act of insolvency, or upon the filing of a voluntary or involuntary petition or an adjudication in bankruptcy, or the appointment of a receiver or liquidator, or participation by Mortgagor in any plan of reorganization, arrangement, composition, dissolution or other such reliefs for debtors; or (d) of default on the part of Mortgagor in the performance of any one of the other covenants and agreements herein or in said Note contained; then in any of such events said Note and the entire indebtedness hereby secured, shall at the option of Mortgagee or the then holders of said Note, 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. The Mortgagee, its agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and, after giving twenty-one days notice, by publication once a week for three consecutive weeks of the time, place and terms of sale, by publication in some newspaper published in the county in which the property is located, to sell the same, as a whole or in parcels, in front of the courthouse door, of said county, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: first, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; and, second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes, assessments, or other encumbrances, with interest thereon; and, third, to the payment of said Note in full, and any other debts incurred under the provisions of this Mortgage; but no interest shall be collected beyond the day of sale; and, fourth, the balance, if any, to be turned over to the Mortgagor. Mortgagor further agrees that the Mortgagee, his agents and assigns, may bid at said sale, and purchase said property, if the highest bidder therefor; and Mortgagor further agrees to pay a reasonable attorney's fee to the Mortgagee or his assigns, for the foreclosure of this Mortgage in chancery. Should the same be foreclosed said fee to be a part of the debt hereby secured.

Should Mortgagor default in the performance of any obligation, covenant, promise or agreement herein or in said Note, or, notwithstanding the foregoing, in the event Mortgagee shall, in its sole discretion, deem it necessary or proper to protect or conserve the security of the mortgage debt, (a) Mortgagee is authorized at any time, without notice and without regard to the adequacy or inadequacy of the premises as security for the mortgage debt, to enter upon and take possession of the premises, or any part thereof, and (i) to perform any acts Mortgagee deems necessary or proper to conserve the premises, (ii) to manage and operate the premises and exercise all the rights and powers of Mortgagor with respect to the same, and (iii) to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter, or (b) Mortgagee shall be entitled to have a receiver appointed, without regard to the adequacy or inadequacy of the premises as security for the mortgage debt, to enter and take possession of the premises, to manage and operate the premises and collect the rents, issues and profits therefrom, and apply the same as the court may direct. In either such case, Mortgagee or the receiver may also take possession of, and for these purposes, use any and all personal property contained in the premises and used by Mortgagor in the rental or leasing thereof or any part thereof. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in such order as Mortgagee determines. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues and Profits thereof, whether by a receiver or otherwise, shall be in addition to any other right or remedy hereunder afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee.

It is further expressly agreed that neither (a) failure of Mortgagee or any holder of said Note to exercise any option to declare the maturity of the principal debt or any other sums hereby secured under any of the covenants or stipulations hereof, nor (b) the acceptance of part payment of any

installment of principal or interest or of part performance of any covenant, nor (c) delay for any period of time in exercising the option to mature the entire debt, shall be taken or deemed a waiver of right to exercise such option or declare such maturity as to such past or any subsequent violation of any said covenants or stipulations.

It is furthermore agreed that Mortgagor will pay or reimburse Mortgagee any and all sums, including costs, expenses and reasonable attorney's fees which it may incur or expend in any proceedings to sustain the lien of this Mortgage or its priority, or to defend against the liens or claims of any person or persons asserting priority to this instrument, or in discharge of any such claim or lien, or in connection with any suit at law or in equity to foreclose this instrument, or to recover any indebtedness hereby secured, or in which it may be necessary or proper to prove the amount thereof, or for any abstract or extension of abstract of title to said premises; and the amount so paid, or contracted to be paid, by Mortgagee shall become a part of this indebtedness, secured by this Mortgage and shall bear interest from the date of expenditure at the highest rate permitted as determined by paragraph Ninth above.

The Mortgagor for itself and its successors and assigns covenants that with respect to the property conveyed by this Mortgage he will comply with all laws and lawful rules and regulations, governing the manufacture, generation, use, treatment, storage, handling, refining, transportation and disposition of all hazardous or toxic substances, waste or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up. Mortgagor for itself and its successors and assigns covenants that no such manufacture, generation, use, treatment, storage, handling, refining, transportation or disposition shall occur on or about the property, with strict accountability of the Mortgagor and its successors and assigns for such compliance and the expense of complying and for the consequences, financial and nonfinancial, of failure to comply. Any failure to comply shall constitute a default under this Mortgage. Mortgagor, for itself and its successors and assigns covenant with respect to the manufacture, generation, use, treatment, storage, handling, refining, transportation or disposition occurring both before and after Mortgagor acquired title to the property that it will indemnify and hold harmless the holder of the Note secured by this Mortgage including, without limitations, all successors in interest to such holder and any purchaser or purchasers of the property at foreclosure (or by deed in lieu of foreclosure) from all liability resulting from any manufacture, generation, use, treatment, storage, handling, refining, transportation or disposition of such substances. Mortgagor, for itself and its successors and assigns further covenants that it will defend and will bear the expense, legal and otherwise, in defending all claims for noncompliance, damages, fines assessed and all other consequences resulting from any manufacture, generations, use, treatment, storage, handling, refining, transportation and disposition, and for non-compliance with each and every law and lawful rule or regulation governing the manufacture, generation, use, treatment, storage, handling, refining, transportation and disposition of the said substances, and for the expense of compliance, including, but not limited to testing, sampling, clean-up, removal, purification and other detoxification, demolishments, alteration or replacement of any improvements constituting a part of the property hereby conveyed, and for the adverse effects caused by any manufacture, generation, use, treatment, storage, handling, refining, transportation, and disposition on the marketability of the property and loss on foreclosure. This indemnity and hold harmless covenant shall survive foreclosure under or pursuant to this instrument, conveyance in lieu of foreclosure, any transfer in connection with any event of default, and payment and discharge of this instrument. The foregoing indemnity shall not be impaired by and shall be expressly excluded from any nonrecourse limitation of liability provisions which may be otherwise set forth in this instrument, or in the Note it secures or in any other instrument issued in connection with the indebtedness secured hereby and the Mortgagor and its successors and assigns shall be fully and unconditionally liable under such indemnity regardless of any such nonrecourse or similar limitation of liability provisions.

It is understood and agreed that Mortgagee may at any time, without notice to any person, grant to Mortgagor any indulgences or forbearance, or any extension of time for the payment of any indebtedness secured hereby, or allow any change or changes, substitution or substitutions of any of the property described in this Mortgage or any other collateral which may be held by Mortgagee without in any manner affecting the liability of Mortgagor, any endorsers of the indebtedness hereby secured or any other person for the payment of said indebtedness, together with interest and any other sums which may be due and payable to Mortgagee, and also without in any manner affecting or impairing the lien of this Mortgage upon the remainder of the property and other collateral which is not changed or substituted; and it is also understood and agreed that Mortgagee may at any time, without notice to any person, release any portion of the property described in this Mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of the indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of Mortgagor, all endorsers, if any, and all other persons who are or shall be liable for the payment of said indebtedness, and without affecting, disturbing, or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage for the full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the entire remainder of the mortgaged property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by Mortgagee. It is distinctly understood and agreed by Mortgagor and Mortgagee that any release or releases may be made by Mortgagee without the consent or approval of any other person or persons whomsoever.

Mortgagor agrees not to set up or claim the benefit of the homestead exemption laws, or any other present or future stay, exemption or insolvency laws of any jurisdiction, against any claim of Mortgagee for any sum of money which may become due and payable to said Mortgagee under the covenants and agreements of the Note secured hereby or of this Mortgage or other pledged security, all of said exemptions being hereby expressly waived to the full extent permitted by law.

This mortgage cannot be assumed without the prior written consent of the Mortgagor, which said consent will not be unreasonably withheld.

Mortgagor further expressly waives, to the extent permitted by law, any right of redemption now existing or hereafter created under the laws of the state in which the security herein described is located.

It is expressly understood that said Mortgagee shall, at its option, be entitled to be subrogated to any lien, claim, or demand paid by it or discharged with the money advanced by it and secured by this Mortgage.

Each and all of the terms and provisions hereof shall extend to and be a part of any renewal or extension of the Mortgage.

In the event any provisions hereof or any part of any provision hereof shall be unenforceable by reason of the laws of the state in which any proceeding hereunder is conducted, the remaining provisions hereof shall not be affected thereby and shall be enforceable as fully and completely as if said provision had not been incorporated herein.

Exhibit A attached hereto is hereby incorporated in and made a part of this Mortgage with the same force and effect as though included heretofore, except if there is any conflict between the provisions heretofore recited and the Exhibit(s) attached, the latter shall prevail.

The provisions and covenants herein contained shall bind, and the benefits and advantages

shall inure to, the respective heirs, executors, administrators, successors or assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All interlineations and erasures and changes herein and in the attachments hereto were made prior to the execution hereof by Mortgagor.

Witness the hand and seal of Mortgagor, the day and year first above written:

Conrad & Burnett Investments, LLC

By: James M. Burnett, Jr.
James M. Burnett, Jr.
Its: Member and Manager

BY: James W. Conrad, III
James M. Conrad, III
Its: Member and Manager

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James M. Burnett, Jr. and James W. Conrad, III, whose names as Members and Managers of Conrad & Burnett Investments, LLC are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, in their capacity as such managers executed the same voluntarily for and as the act of said Conrad & Burnett Investments, LLC on the day the same bears date.

Given under my hand and official seal this 21st day of October, 2005

My Commission Expires: 8/29/07

[Signature]
Notary Public



20051026000557670 7/8 \$677.00
Shelby Cnty Judge of Probate, AL
10/26/2005 03:03:44PM FILED/CERT

Exhibit "A"

Unit 100 and Unit 150, Building 1800, according to Providence Park, a Condominium, according to the Declaration of Condominium of Providence Park, as recorded in Instrument #20040802000426220 and amended in Instrument #20050113000020340 and further amended in Instrument #20050819000428280; and By-Laws thereto as recorded in Instrument #20040802000426220, in the Office of the Judge of Probate of Shelby County, Alabama; together with an undivided interest in the Common Elements assigned to the Units, being defined in said Declaration of Condominium of Providence Park, a Condominium. Said unit being more particularly described in the floor plans and architectural drawings of Providence Park, Phase III, a Condominium, being attached to the Map and Survey of Providence Park, Phase III, a Condominium, as recorded in Map Book 35, Page 101 in the Probate Office.



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Shelby Cnty Judge of Probate, AL
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