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Shelby Cnty Judge of Probate AL
03/22/2007 11:04:53AM FILED/CERT

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Mortgagors (last name(s) first):

Charles S. Lichtman and

Nancy Lichtman

P. O. Box 531242
Mailing Address

Birmingham AL 35253-1242
City State Zip

Mortgagee:

First Commercial Bank

800 Shades Creek Parkway

Birmingham, Alabama 35209

This instrument was prepared by:

FIRST COMMERCIAL BANK

800 SHADES CREEK PARKWAY

BIRMINGHAM, AL 35209

State of Alabama

County of Jefferson

Know All Men By These Presents: That whereas Charles S. Lichtman and wife, Nancy Lichtman (whether one or more, hereinafter called the "Borrower") has become justly indebted to First Commercial Bank with offices in Birmingham, Alabama, (together with its successors and assigns, hereinafter called "Mortgagee") in the sum of Nine Hundred Thirty Thousand & 00/100---------- **Dollars** ($930,000.00) together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the maturity date of the note or notes is 20 years or longer, indicate the latest maturity date here: _____, _____).

Notwithstanding the foregoing recitals, such Promissory Note has been executed only by Charles S. Lichtman and his wife, Nancy Lichtman, is executing this mortgage solely for the purpose of assigning her homestead rights and other marital rights in and to the subject properties unto the Mortgagee.

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned Charles S. Lichtman and wife, Nancy Lichtman (whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in Shelby County, State of Alabama; ~~viz:~~ Hale County, State of Alabama; and, Perry County, State of Alabama, viz:

(LEGAL DESCRIPTIONS ATTACHED HERETO AS EXHIBIT "A")

FOR assign SEE BOOK 602

PAGE 483 DATE Mar 14 2007

Eldora Anderson
Judge of Probate

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Date 7-804

Source of title (where required):

STATE OF ALABAMA
PERRY COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED ON

2007 MAR 14 PM 3 00

ELDORA ANDERSON
JUDGE OF PROBATE

STATE OF ALABAMA - PERRY COUNTY - I certify this Instrument was filed in my office for record on the 14th day of March, 20 07 at 3:00 o'clock P M. and recorded in Book 602 Page 471 Priv. Tax pd in Hale Co.
Recorded 37.00 + County Fee $10.00
Eldora Anderson, Judge of Probate

BOOK 602

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together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes, without limitation, all lumber, bricks, building stones, building blocks, sand, cement, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).

3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

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together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

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For the purpose of further securing the payment of said indebtedness Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).

3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

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4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment period in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall without demand forthwith make good the deficiency. Failure by Mortgagors to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payments of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the rate of 8% per annum from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by a writing signed by Mortgagee.

8. That those Mortgagors who are obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, any renewals or extensions thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.

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9. That if default shall be made in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions of this mortgage, Mortgagee may proceed to collect the rent, income and profits from the mortgaged property, either with or without the appointment of a receiver (to which appointment Mortgagors hereby consent), and Mortgagee may notify the lessees or other payors thereof to make payment directly to Mortgagee. Any rents, income and profits collected by Mortgagee prior to foreclosure of this

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mortgage, less the costs of collecting the same, including any real estate or property management commissions and attorney's fees incurred, shall be credited first to advances made by Mortgagee and the interest thereon, then to interest due on the indebtedness hereby secured, and the remainder, if any, shall be applied toward the payment of the principal sum hereby secured.

10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagors and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Mortgagors' residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Mortgagee may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That, except as otherwise expressly disclosed to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Mortgagors or, to the best of Mortgagors knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Mortgagors and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Mortgagors from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagors will notify Mortgagee promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Mortgagors business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagors will notify Mortgagee immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Mortgagors will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain a certificate of remediation or other certificate of compliance from applicable governmental authorities. At Mortgagee's request, Mortgagors will promptly obtain, at Mortgagors' expense, and deliver to Mortgagee an environmental inspection report or will update a previous report, in form acceptable to Mortgagee, prepared by a competent environmental professional reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substances Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Mortgagors agree to indemnify Mortgagee against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagors of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the secured indebtedness, satisfaction of this mortgage, and exercise by Mortgagee of the power of sale contained herein.

12. That, if this is a construction mortgage, Mortgagors will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Mortgagee with regard to any improvements to be made on the mortgaged property.

13. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

14. That the provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative

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mortgage, less the costs of collecting the same, including any real estate or property management commissions and attorney's fees incurred, shall be credited first to advances made by Mortgagee and the interest thereon, then to interest due on the indebtedness hereby secured, and the remainder, if any, shall be applied toward the payment of the principal sum hereby secured.

10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagors and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Mortgagors' residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Mortgagee may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That, except as otherwise expressly disclosed to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Mortgagors or, to the best of Mortgagors knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Mortgagors and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Mortgagors from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagors will notify Mortgagee promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Mortgagors business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagors will notify Mortgagee immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Mortgagors will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain a certificate of remediation or other certificate of compliance from applicable governmental authorities. At Mortgagee's request, Mortgagors will promptly obtain, at Mortgagors' expense, and deliver to Mortgagee an environmental inspection report or will update a previous report, in form acceptable to Mortgagee, prepared by a competent environmental professional reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substances Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Mortgagors agree to indemnify Mortgagee against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagors of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the secured indebtedness, satisfaction of this mortgage, and exercise by Mortgagee of the power of sale contained herein.

12. That, if this is a construction mortgage, Mortgagors will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Mortgagee with regard to any improvements to be made on the mortgaged property.

13. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

14. That the provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative

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with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Mortgagors in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or if the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or if at any time any of the covenants contained in this mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage shall be subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property, or any substantial part thereof, is located, at public outcry for cash, after first giving notice of the time, place, and terms of the sale by publication once a week for three consecutive weeks prior to the sale in a newspaper published in said County, or as otherwise required or permitted by law. Upon the payment of the purchase price, Mortgagee or the auctioneer at the sale is authorized to execute to the purchaser for and in the name of Mortgagors a good and sufficient deed to the property sold. And upon the occurrence of any of the events described above, Mortgagee also shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, including, without limitation, the right to take possession of any of the property herein transferred which is personal property and to sell the same at one or more public or private sales, at the election of Mortgagee. At Mortgagee's request, Mortgagors agree to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagors agree that notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of the property, or of any part thereof, will be held shall be sufficient if delivered to Mortgagors or mailed to Mortgagors at the address set forth above or such other address as Mortgagors shall have furnished to Mortgagee in writing for that purpose, not less than ten days before the date of the sale or other intended disposition of said property. Mortgagee shall apply the proceeds of said sale or sales under this mortgage as follows: First, to the expenses of advertising, selling and conveying, including reasonable attorneys' fees if the original amount financed exceeded $300 (including any attorneys' fees incurred by Mortgagee in any proceeding seeking to enjoin or stay any sale hereunder or in obtaining relief from any stay of the sale and fees incurred on any appeals); 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, and other encumbrances, with interest thereon; third, to the payment of the indebtedness hereby secured and interest thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, subject to any right of offset by Mortgagee, the balance, if any, to Mortgagors or to whomever then appears of record to be the owner of Mortgagors' interest in said property. Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. Mortgagors hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

In the event of default by Mortgagor, and after written notice of such default to Mortgagor by Mortgagee which default is not cured within 45 days by Mortgagor from the date of receipt of such written notice, then Mortgagee shall be assigned all rights in and to that Timber Purchase Agreement executed by Charles S. Lichtman and Effie D. Lichtman, to Gulf States Paper Corporation dated October 26, 1966 as filed in the Probate Court of Hale County, Alabama in Deed Book A-62, Page 768, and in the Probate Court of Perry County, Alabama in Book 418, Page 321. In the event of default which is not cured by Mortgagor within 45 days after receipt of written notice thereof as set forth above, then Mortgagor grants unto Mortgagee the Mortgagor's Power of Attorney to execute such documents in the stead of Mortgagor as necessary to fully effectuate the assignment of such Timber Purchase Agreement unto Mortgagee.

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In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 30 day of June, 2004.

(Seal)
Charles S. Lichtman

(Seal)

Nancy Lichtman (Seal)
Nancy Lichtman

(Seal)

ATTEST: _____

Its _____
(Corporate Seal)

_____

By _____

Its _____

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In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 30 day of June, 2004.

(Seal)
Charles S. Lichtman

(Seal)

Nancy Lichtman (Seal)
Nancy Lichtman

(Seal)

ATTEST: _____

Its _____
(Corporate Seal)

_____

By _____

Its _____

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THE STATE OF ALABAMA,

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles S. Lichtman whose name ___ is _____ signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of June, 2004

(Notarial Seal)

Sandra Kay Norris
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 21, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THE STATE OF ALABAMA,

INDIVIDUAL ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Nancy Lichtman whose name ___ is _____ signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of June, 2004

(Notarial Seal)

Sandra Kay Norris
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 21, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THE STATE OF ALABAMA,

CORPORATE (OR OTHER BUSINESS ENTITY) ACKNOWLEGEMENT

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____, a _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____ he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation or other entity.

Given under my hand and official seal this _____ day of _____, _____.

(Notarial Seal)

_____
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTIONS

TRACT 1:

The South Half of the Southeast Quarter of Section 5; the Northeast Quarter of Section 8; and the North Half of the North Half of Section 9, all in Township 20 North, Range 4 East LESS and EXCEPT 25 acres off the East end and being described as follows: Begin at the Northeast corner of Section 9, run thence Southerly along the East boundary line to the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 9, thence run Westerly and parallel to the North boundary line of Section 9, 825 feet, run thence Northerly and parallel to the East boundary line of Section 9 to a point where it intersects the North boundary line of said Section 9, run thence Eastwardly along the North boundary line of Section 9, to the point of beginning.

TRACT 2:

That part of the Northwest Quarter of Section 24, Township 20 North, Range 5 East, which lies North of the Greensboro and Marion Public Road.

TRACT 3:

Forty-nine and One-half (49½) acres off the West side of the Northwest Quarter of Section 5; and the East Half of the Northeast Quarter of Section 6, all in Township 20 North, Range 6 East.

TRACT 4:

The Northwest Quarter, and the North Half of the Southwest Quarter of Section 2, Township 21 North, Range 4 East; and the Southeast Quarter of the Southwest Quarter of Section 35, Township 22 North, Range 4 East.

TRACT 5:

The South Half of the Northwest Quarter of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter, Section 3, Township 21 North, Range 4 East.

TRACT 6:

The East Half of the Northeast Quarter; the East Half of the West Half of the Northeast Quarter; and the West Half of the Southeast Quarter, Section 9, Township 21 North, Range 4 East.

TRACT 7:

The North Half of the Southwest Quarter of the Southwest Quarter; and the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 22; the Southeast Quarter of the Southeast Quarter; and 5 acres off the South side of the Northeast Quarter of the Southeast Quarter of Section 21; all in Township 21 North, Range 4 East.

TRACT 8:

The Southeast Quarter of the Northeast Quarter of Section 8; and the Southwest Quarter of the Northwest Quarter of Section 9; all in Township 21North, Range 5 East.

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TRACT 9:

All that part of the West Half of the Southeast Quarter of the Northwest Quarter and all that part of the West Half of the Northwest Quarter that lies North of the Public road in Section 13 and the Northeast Quarter of the Northeast Quarter of Section 14, all in Township 21 North, Range 5 East.

TRACT 10:

Fifteen and One-half (15½) acres off the Southwest corner of Section 32, Township 21 North, Range 6 East.

TRACT 11:

The South Half of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 10, Township 22 North, Range 3 East. The South Half of the South Half of Section 11, Township 22 North, Range 3 East. The Southwest Quarter of Section 12, Township 22 North, Range 3 East LESS and EXCEPT a part of the Northwest Quarter of the Southwest Quarter described as follows: To find the point of beginning start at the Northwest corner of the said Northwest Quarter of Southwest Quarter, thence South 3° 30' East along West line of said Section 12 a distance of 9.926 chains to a point, thence North 86° 30' East a distance of 7.29 chains to a point which is the point of beginning, thence North 3° 30' West a distance of 1.35 chains to a point, thence North 86° 30' East a distance of 5.81 chains to a point, thence South 3° 30' East a distance of 3.78 chains to a point, thence South 86° 30' West a distance of 5.81 chains to a point, thence North 3° 30' West a distance of 2.43 chains to the point of beginning; also LESS and EXCEPT a part of the Southwest Quarter of the Southwest Quarter of Section 12, described as follows: Begin at the Northwest corner of said Southwest Quarter of Southwest Quarter, thence South 3° 30' East along the West line of said Section 12 a distance of .79 chains to a point, thence South 69° 45' East a distance of 5.41 chains to a point, thence South 62° East a distance of 4.85 chains to a point, 5.41 chains to a point, thence South 74° East a distance of 4.23 chains to a point; thence North 67° 15' West a distance of 3.14 chains to a point, thence North 63° West a distance of 5.49 chains to a point, thence North 38° West a distance of .57 chains to a point, thence North 70° 15' West a distance of 5.72 chains to the point of beginning. That part of the Northeast Quarter of Section 13, Township 22 North, Range 3 East bounded on the Southeast and East by lands, of former lands, of J. F. Bishop and on the North by the A.G.S. Railroad, LESS and EXCEPT that part of the said Northeast Quarter described as follows: To find the point of beginning, start at the Northeast corner of said Northeast Quarter, thence Southerly along the East boundary of said Northeast Quarter 10.00 chains to a point which is the point of beginning, thence North 61° 31' West a distance of 10.21 chains to a point on the South margin of the A.G.S. Railroad right of way, thance Southwest along the South margin of the A.G.S. Railroad right of way a distance of 28.05 chains to a point, thence North 86° 30' East a distance of 27.05 chains to a point on the East boundary line of said Northeast Quarter, thence Northerly along the East boundary line of said Northeast Quarter 15.00 chains to the point of beginning. Northwest Quarter of Section 13, Township 22 North, Range 3 East, LESS and EXCEPT that part thereof lying in the Town of Akron, and LESS and EXCEPT property owned, or formerly owned, by D. R. Ramey, by Black Warrior Lumber Company, by J. F. Ford, and by Commercial Cooperage Company. Northeast Quarter of Section 14, Township 22 North, Range 3 East, LESS and EXCEPT a part of the Northwest Quarter of the Northeast Quarter described as follows: To find the point of beginning, start at the Northeast corner of said Northwest Quarter of Northeast Quarter, thence South 3° 30' East along the East boundary of said Northwest Quarter of Northeast Quarter 4.642 chain s to a point, thence West and parallel to the North boundary line of said Northwest Quarter of the Northeast Quarter 1.68 chains to a point which is the point of beginning. Thence South 3° 30' East 7.07 chains to a point, thence South 85° 45' West 7.07 chains to a point, thence North 3° 30' West 7.07 chains to a point, thence North 85° 45' East 7.07 chains to the point of beginning; Northwest Quarter of Section 14, Township 22 North, Range 3 East, LESS and EXCEPT two open fields located North of and bordering the Akron to Old Lock 8 Road, and containing 9.20 acres, in the most Easterly field, and 10.10 acres in the most Westerly field, and two fields being that part thereof of said Northwest Quarter, which is, or was formerly, in the Agricultural Stabilization and Conservation Program of the Department of Agriculture, U.S. Government; Southwest Quarter of Section 14, Township 22 North, Range 3 East; Southeast Quarter of Section 14, Township 22 North, Range 3 East, LESS and EXCEPT 10 acres in the Town of Akron.

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The North Half of the Northeast Quarter of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter; the South Half of the Southeast Quarter of the Northeast Quarter and the Southeast Quarter of Section 15, Township 22 North, Range 3 East. The East Half of the Northeast Quarter; the East Half of the Southwest Quarter, and run Southeast Quarter of Section 16, Township 22 North, Range 3 East. LESS and EXCEPT all that part of the East Half of the Southwest Quarter and the Southeast Quarter lying below the contour at elevation 96 feet above mean sea level. The Northeast Quarter; the Southeast Quarter of the Northwest Quarter; the Northeast Quarter of the Southwest Quarter; and the North Half of the Southeast Quarter of Section 22, Township 22 North, Range 3 East. The North Half of Section 23, Township 22 North, Range 3 East. All of the woodland area in the West Three-fourths (W ¾) of Section 24, Township 22 North, Range 3 East, bounded on the South by Bulls Branch, on the West by the Section line, on the North by the South boundary of an open field being, or formerly being that part thereof which is, or was formerly in the Agricultural Stabilization and Conservation Program of the Department of Agricultural, U. S. Government, and on the East by the East boundary line of said West three-fourths (W ¾) of said Section, LESS and EXCEPT a cemetery in the Southeast corner of the Southwest Quarter of the Northeast Quarter, and LESS and EXCEPT an open field containing 2.06 acres and adjoining the West boundary of said cemetery and located within the Southwest Quarter of the Northeast Quarter and said field being a part thereof which is, or formerly, in the Agricultural Stabilization and Conservation Program of the Department of Agriculture, U. S. Government, which cemetery is more particularly described as follows: Begin at a point 30 links West of the Souteast corner of the Southwest Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 3 East and run thence West 6.13 chains to a point, run thence North 3.18 chains to a point, run thence East 6.13 chains, and run thence South 3.18 chains to the point of beginning.

TRACT 12:

All of Section 25, Township 22, Range 4 East; the East Half of the Southeast Quarter of Section 26, Township 22 North, Range 4 East; the North Half of the Southeast Quarter of Section 33, Township 22 North, Range 4 East; the North Half of the North Half of the Southeast Quarter of Section 36, Township 22 North, Range 4 East, the East Half of the Southwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 19, Township 22 North, Range 5 East; 15 acres off the West side of the Northwest Quarter of the Northeast Quarter; the West Half and the West Half of the West Half of the Southwest Quarter, all in Section 30, Township 22 North, Range 5 East; the East Half of the East Half; the Northwest Quarter of the Northeast Quarter and 3 acres on the East side of the North Half of the Northwest Quarter, all in Section 31, Township 22 North, Range 5 East.

TRACT 13:

The Southeast Quarter of the Southeast Quarter of Section 20, Township 22 North, Range 5 East; thence Southwest Quarter and the West Half of the Southeast Quarter of Section 28, Township 22 North, Range 5 East; then East Half of the Northeast Quarter of Section 29, Township 22 North, Range 5 East.

TRACT 14:

The Northeast Quarter of the Northeast Quarter; thence West Half of the Northeast Quarter lying East and South of Creek; that part of the Northwest Quarter lying South of the crook and the Northwest of the Southeast Quarter, all in Section 27, Township 22 North, Range 5 East.

TRACT 15:

The East Half of the Southeast Quarter of Section 12; and the East Half of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 13, all in Township 22 North, Range 5 East.

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TRACT 16:

The Southeast Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 5 East; thence Southwest Quarter of the Northwest Quarter; and the Northwest Quarter of the Southwest Quarter, LESS on and one-half (1½) acres in the Southeast corner, in Section 19, Township 22 North, Range 6 East.

TRACT 17:

The Southeast Quarter; and the Northeast Quarter of the Southwest Quarter of Section 25, the East Half of the Northeast Quarter and the East Half of the West Half of the Northeast Quarter of Section 36, Township 22 North, Range 5 East; the Southwest Quarter of the Northeast Quarter, the East Half of the Northwest Quarter, the Southwest Quarter, and the West Half of the Southeast Quarter of Section 30, and the North Half of the Northwest Quarter; the West Half of the Southwest Quarter of the Northwest Quarter, and the Northwest Quarter of the Southwest Quarter of Section 31, all in Township 22 North, Range 6 East.

TRACT 18:

The Southeast Quarter of the Northwest Quarter of Section 36, Township 22 North, Range 5 East.

TRACT 19:

The Southwest Quarter of the Southeast Quarter of Section 6; the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter of Section 7, all in Township 22 North, Range 6 East.

TRACT 20:

The South Half of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter; the Northeast Quarter of the Southwest; and the North Half of the Southeast Quarter, all in Section 8; and the Southwest Quarter of the Northwest Quarter of Section 9, all in Township 22 North, Range 6 East.

TRACT 21:

The Northwest Quarter of the Northeast Quarter and the North Half of the Southwest Quarter of the Northeast Quarter, all in Section 18, Township 22 North, Range 6 East.

TRACT 22:

The Northwest Quarter of the Northwest Quarter and the South Half of the Northwest Quarter, all in Section 28, Township 22 North, Range 6 East. LESS and EXCEPT the following parcel located in the Southwest Quarter of the Northwest Quarter of said Section 28. To locate the point of beginning, commence at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 28, Township 22 North, Range 6 East, Hale County, Alabama; thence North 1° 30' East and along the West boundary of said section a distance of 1,994.33 feet to a point; thence South 88° 30' East a distance of 789.37 feet to the point of beginning; said point being on the South right of way of Hale County Road No. 85; thence south 37° 41' East a distance of 260.63 feet to a point; thence North 55° 25' East a distance of 299.74 feet to a point on the South right of way of Hale County Road No. 29; thence North 53° 06' West and along the South right of way of said road a distance of 128.2 feet to a point; thence North 44° 56' West and along the South right of way of said road a distance of 122.05 feet to a point said point being the intersection of the South right of way of said Hale County Road No. 29 and the South right of way of Hale County Road No. 85; thence South 61° 10' West and along the South right of way of Hale County Road No. 85 a distance of 165.02 feet to a point; thence South 56° 45' West and along the South right of way of said road a distance of 87.03 feet to the point of beginning, and being the parcel conveyed by deed of Charles Lightman, et als, to Hale County, appearing of record in the Office of the Judge of Probate of Hale County, Alabama, in Deed Book A-84 at Page 797.

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TRACT 23:

The East Half of the Northeast Quarter, LESS 4 acres in the Southeast corner thereof; the North Half of the Southeast Quarter; and the Southwest Quarter of the Southeast Quarter, LESS 5 acres in the Northeast corner thereof, all in Section 12, Township 23 North, Range 5 East, thence South Half of the Northwest Quarter of the Northwest Quarter; the Southwest Quarter of the Northwest Quarter; and the West Half of the Southwest Quarter, all in Section 7, Township 23 North, Range 6 East.

All Situated in Hale County, Alabama.

TRACT 24:

The Southwest Quarter of Section 1; the Southwest Quarter of the Northeast Quarter; the East Half of the Northwest Quarter, LESS 10 acres off the North and thereof, and the Southeast Quarter of Section 2, the East Half of the East Half of the East Half of the Northeast Quarter of Section 12, all in Township 20 North, Range 6 East; and the Southeast Quarter of the Southwest Quarter of Section 6, and the West Half of Section 7, Township 20 South, Range 7 East, all in Perry County, Alabama.

Situated in Perry County, Alabama.

TRACT 25:

Lot 8, according to the Survey of Mountain View Lake Company, First Sector, as recorded in Map Book 3, Page 135, in the Probate Office of Shelby County, Alabama.

Situated in Shelby County, Alabama.

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