

10th in Chilton County

MORTGAGE AND SECURITY AGREEMENT

Mortgagor

Mortgagee:

Mayhall Properties, Inc.

Frontier Bank

6760 Highway 119

Post Office Box 414

Mailing Address

Mailing Address

Montevallo, Alabama 35115

Chelsea, Alabama 35043

City, State, Zip

City, State, Zip

State of Alabama
County of Shelby

THIS MORTGAGE AND SECURITY AGREEMENT (herein referred to as the "Mortgage") is made and entered into this day by and between Mortgagor and Mortgagee.

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS **Mayhall Properties, Inc.** (herein referred to as "Mortgagor") has become indebted to the Mortgagee pursuant to one or more promissory notes and security agreements totaling **Four Million Six Hundred Thousand and No/100ths Dollars (\$4,600,000.00)** executed by the Mortgagor prior to or contemporaneously with this Mortgage, the terms and conditions of which are hereby incorporated by reference, including all modifications, extensions and changes.

NOW, THEREFORE, in consideration of the premises and in order (i) to secure the payment to Mortgagee of all indebtedness incurred pursuant to the prior or contemporaneous notes and security agreements, including all renewals, modifications or extensions of same, (ii) to secure the payment of all other indebtedness, now or hereafter owed, by Mortgagor to Mortgagee (the amounts described in sections (i) and (ii) shall hereinafter be referred to collectively as the "indebtedness", and (iii) to secure compliance with all of the terms, provisions and stipulations contained herein and in all separate agreements creating or securing the indebtedness, the said Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee all of Mortgagor's right, title and interest in and to the real property described below, situated in the Counties of Shelby and Chilton, State of Alabama.

See Attached Exhibit A for Legal descriptions.

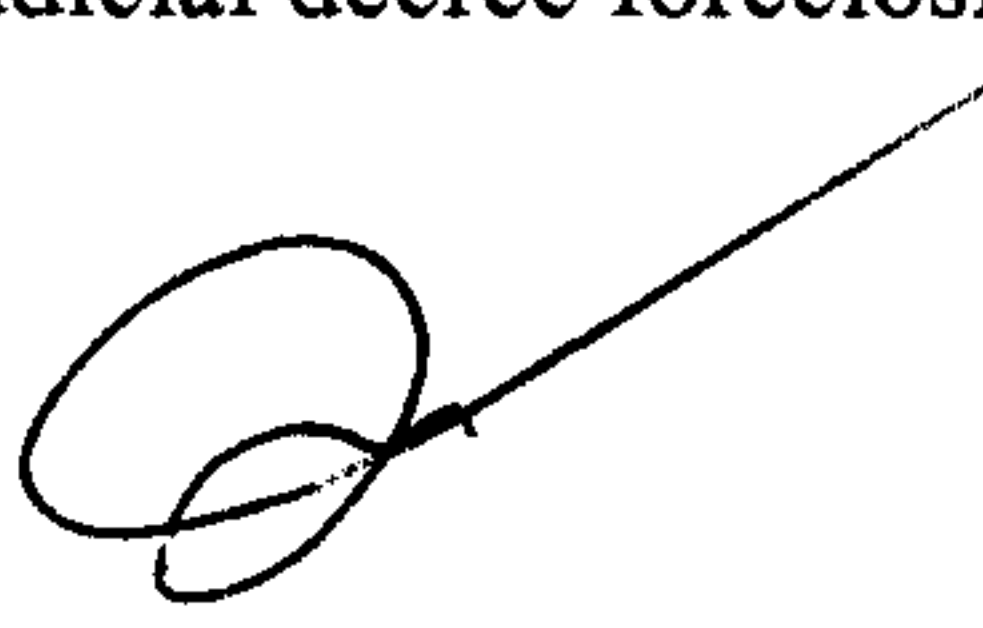
Together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; and all water, water rights, watercourses and ditch rights relating to the real property (all being herein referred to as the "Property"). Notwithstanding any provision in this Mortgage or in any other agreement with the Mortgagee, Mortgagee shall not have a nonpossessory security interest in, and the Property shall not include, any household goods (as defined in Federal Reserve Board Regulation AA, Subpart B), unless the household goods are identified in a security instrument and are acquired as a result of a purchase money obligation. Such household goods shall only secure said purchase money obligation (including any renewal or refinancing thereof).

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

If Mortgagor shall pay all indebtedness promptly when due and shall perform all covenants made by Mortgagor, and shall submit a written request to satisfy this Mortgage from the Mortgagor, then this Mortgage shall be void and of no effect. If Mortgagor shall be in default, as provided in Paragraph 12, then, in that event, the entire indebtedness, together with all interest accrued thereon, shall, at the option of the Mortgagee, be and become at once due and payable without notice to Mortgagor, and Mortgagee, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

- (a) Mortgagee shall have all rights and remedies of a secured party under the Uniform Commercial Code to the extent any of the Property constitutes fixtures or other personal property.
- (b) Mortgagee shall have the right, without notice to Mortgagor, to take possession of the Property and collect all rents as provided in Paragraph 9 and apply the net proceeds, over and above Mortgagee's costs, against the indebtedness. In furtherance of this right, Mortgagee may require any tenant or other user of the Property to make payments or rent or use fees directly to Mortgagee. If the rents are collected by Mortgagee, then Mortgagor irrevocably designates Mortgagee as Mortgagor's attorney-in-fact to endorse instruments received in payment thereof in the name of Mortgagor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Mortgagee in response to Mortgagee's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Mortgagee may exercise its rights under this subparagraph either in person, by agent, or through a receiver.
- (c) Mortgagee shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver.
- (d) Mortgagee shall have the right to obtain a judicial decree foreclosing Mortgagor's interest on the property.

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(e) Mortgagee shall be authorized to take possession of the Property, and, with or without taking such possession, after giving notice of the time, place and terms of sale, together with a description of the Property to be sold, by publication once a week for three (3) successive weeks in some newspaper published in the county or counties in which the Property to be sold is located, to sell the Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) in front of the front or main door of the courthouse of the county or division of the county in which the Property to be sold, or a substantial and material part thereof, is located, at public outcry, to the highest bidder for cash. If the Property to be sold under this Mortgage is located in more than one county, publication shall be made in all counties where the Property to be sold is located. If no newspaper is published in any county in which any Property to be sold is located, the notice shall be published in a newspaper published in an adjoining county for three (3) successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale under this Mortgage. Mortgagee may bid at any sale had under the terms of this Mortgage and may purchase the Property if the highest bidder therefor. Mortgagor hereby waives any and all rights to have the Property marshaled. In exercising its rights and remedies, Mortgagee shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales.

(f) If permitted by applicable law, Mortgagee may obtain a judgment for any deficiency remaining in the indebtedness due to Mortgagee after application of all amounts received from the exercise of the rights provided in this Mortgage.

(g) If Mortgagor remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the Property upon default of Mortgagor, Mortgagor shall become a tenant at sufferance of Mortgagee or the purchaser of the Property and shall, at Mortgagee's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Mortgagee.

From the proceeds of any sale of the Property, Mortgagee shall first pay all costs of the sale (including but not limited to reasonable attorneys' fees incurred by Mortgagee in connection therewith or in connection with any proceeding whatsoever, whether bankruptcy or otherwise, seeking to enjoin or stay the foreclosure of this Mortgage, or otherwise challenging the right of Mortgagee to foreclose this Mortgage); then amounts due on other liens and mortgages having priority over this Mortgage; then the indebtedness due to Mortgagee; and then the balance, if any, to Mortgagor or to whomever then appears of record to be the owner of Mortgagor's interest in the Property, including but not limited to, any subordinate lienholder.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. Mortgagor is lawfully seized in fee simple and possessed of the Property and has a good right to convey the same as aforesaid. The Property is free and clear of all encumbrances, easements, and restrictions not herein specifically mentioned or set forth in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Mortgagee in connection with this Mortgage. Mortgagor will warrant and forever defend the title to the Property against the claims of all persons whomsoever.

2. This Mortgage shall also secure all future and additional advances that Mortgagee may make to Mortgagor from time to time upon the security herein conveyed. Such advances shall be optional with Mortgagee and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Mortgagor and Mortgagee. Any such advance may be made to any one of the Mortgagors should there be more than one, and if so made, shall be secured by this Mortgage to the same extent as if made to all Mortgagors.

3. This Mortgage shall also secure any and all other indebtedness of Mortgagor due to Mortgagee with interest thereon as specified, or of any of the Mortgagors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of this Mortgage. Such indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise.

4. Notwithstanding the foregoing, if any disclosure required by 12 C.R.R. § 226.15, 226.19(b) or 226.23, or 24 C.F.R. § 2500.6, 3500.7 or 3500.10, or any successor or regulations, has not been timely provided in connection with one or more loans, credit extensions or obligations by Mortgagor, or any other person whose obligations are secured hereby, then the security interest in the Property granted hereby shall not secure the obligation or obligations for which the required disclosure was not given.

5. Mortgagor shall keep all buildings, improvements and fixtures on the real property herein conveyed insured against fire, all hazards included within the term "extended coverage," flood in areas designated by the U.S. Department of Housing and Urban Development as being subject to overflow, and such other hazards as Mortgagee may reasonably require, in an amount sufficient to avoid application of any coinsurance clause. All policies shall be written by reliable insurance companies acceptable to Mortgagee, shall include a standard mortgagee's clause in favor of Mortgagee providing at least 10 days notice to Mortgagee of cancellation, and shall be delivered to Mortgagee. Mortgagor shall promptly pay when due all premiums charged for such insurance and shall furnish Mortgagee the premium receipts for inspection. Upon Mortgagor's failure to pay the premiums, Mortgagee shall have the right, but not the obligation, to pay such premiums or obtain single interest insurance for the sole benefit of Mortgagee (with such coverages as determined by Mortgagee in its sole discretion), and/or to hold the Mortgagor in default and exercise its rights as a secured creditor and may make use of any other remedy available under this Mortgage or any other agreements with the Mortgagor, including, but not limited to foreclosure of the Property or any other collateral that secures the indebtedness. In the event of a loss covered by the insurance in force, Mortgagor shall promptly notify Mortgagee, who may make proof of loss if timely proof is not made by Mortgagor. All loss payments shall be made directly to Mortgagee as loss payee, who may either apply the proceeds to the repair or restoration of the damaged improvements or to the indebtedness, or release such proceeds in whole or in part to the Mortgagor.

6. Mortgagor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Mortgagee therein, during the term of this Mortgage before such taxes or assessments become delinquent, and shall furnish Mortgagee the tax receipts for inspection. Should Mortgagor fail to pay all taxes and assessments when due, Mortgagee shall have the right, but not the obligation, to make these payments.

7. Mortgagor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Mortgagor shall use the Property for lawful purposes only. Mortgagee may make or arrange to be made entries upon and inspections of the Property after first giving Mortgagor notice prior to any inspection specifying a just cause related to Mortgagee's interest in the Property. Mortgagee shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first



affording Mortgagor a reasonable opportunity (not to exceed 30 days) to make the repairs. Any inspection or repair shall be for the benefit of Mortgagee only.

Should the purpose of the primary indebtedness for which this Mortgage is given as security be for construction of improvements on the real property herein conveyed, Mortgagee shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress, which shall be for Mortgagee's sole benefit. Should Mortgagee determine that Mortgagor is failing to perform such construction in a timely and satisfactory manner, Mortgagee shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Mortgagor after first affording Mortgagor a reasonable opportunity (not to exceed 30 days) to continue the construction in a manner agreeable to Mortgagee.

8. Any sums advanced by Mortgagee for insurance, taxes, repairs or construction as provided in Paragraphs 5, 6 and 7 shall be secured by this Mortgage as advances made to protect the Property and shall be payable by Mortgagor to Mortgagee, with interest at the rate specified in the instrument representing the primary indebtedness, within thirty days following written demand for payment sent by Mortgagee to Mortgagor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Mortgagee has made payment shall serve as conclusive evidence thereof.

9. As additional security, Mortgagor hereby grants a security interest in and assigns to Mortgagee all of Mortgagee's rights, title and interest in and to all leases of the Property and all rents (defined to include all present and future rents, revenues, income, issues, royalties, profits and other benefits) accruing on the Property. Mortgagor shall have the right to collect and retain any rents as long as Mortgagor is not in default as provided in Paragraph 12. In the event of default, Mortgagee in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the cost of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses, and then to payments on the indebtedness.

10. If all or any part of the Property, or an interest therein, is sold or transferred by Mortgagor, excluding (a) the creation of a lien subordinate to this Mortgage for which Mortgagee has given its written consent, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Mortgagee may declare all the indebtedness to be immediately due and payable.

11. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Mortgagee may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Mortgagee in connection with the condemnation. If any proceeding in condemnation is filed, Mortgagor shall promptly notify Mortgagee in writing, and Mortgagor shall promptly take such steps as may be necessary to defend the action and obtain the award. Mortgagor may be the nominal party in such proceeding, but Mortgagee shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Mortgagor will deliver or cause to be delivered to Mortgagee such instruments as may be requested by it from time to time to permit such participation.

12. Mortgagor shall be in default under the provisions of this Mortgage at the option of Mortgagee if (a) Mortgagor shall fail to comply with any of Mortgagor's covenants or obligations contained herein, (b) Mortgagor shall fail to pay any of the indebtedness, or any installment thereof or interest thereon, as such indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) Mortgagor becomes bankrupt or insolvent or is placed in receivership, (d) Mortgagor shall, if a corporation, limited liability company, partnership or other legal entity, be dissolved voluntarily or involuntarily, (e) any warranty, representation or statement made or furnished to Mortgagee by or on behalf of Mortgagor under this Mortgage or related documents is false or misleading in any material respect, either now or at the time made or furnished, (f) this Mortgage or any related document(s) ceases to be in full force and effect (including failure of any security instrument to create a valid and perfected security interest or lien) at any time and for any reason, (g) Mortgagor breaches the terms of any other agreement between Mortgagor and Mortgagee, including without limitation, any agreement concerning any indebtedness or other obligation of Mortgagor to Mortgagee, whether existing now or later, and does not remedy the breach within any grace period provided therein, or (h) Mortgagee in good faith deems itself insecure and its prospect of repayment seriously impaired.

13. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures, accounts, chattel paper, documents, equipment, farm products, general intangibles, instruments, inventory, minerals, timber, investment property, deposit accounts, commercial tort claims of Borrower, letter-of-credit rights, and proceeds and products of any of the foregoing collateral, and Mortgagee shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time. Upon request by Mortgagee, Mortgagor shall execute financing statements and take whatever other action is requested by Mortgagee to perfect and continue Mortgagee's security interest in that part of the Property that constitutes personal property. In addition to recording this Mortgage in the real property records, Mortgagee may, at any time and without further authorization from Mortgagor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Mortgagor shall reimburse Mortgagee for all expenses incurred in perfecting or continuing this security interest. Upon default, Mortgagor shall assemble that part of the Property that constitutes personal property in a manner and at a place reasonably convenient to Mortgagor and Mortgagee and make it available to Mortgagee within three (3) days after receipt of written demand from Mortgagor. Notice of the time and place of any public sale or of the time after which any private sale or other interested disposition is to be made shall be deemed reasonable if given at least 10 days before the time of the sale or disposition. The mailing address of Mortgagor and Mortgagee, from which information concerning the security interest granted herein may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

14. At any time, and from time to time, upon request of Mortgagee, Mortgagor will make, execute and deliver, or will cause to be made, executed and delivered, to Mortgagee or to Mortgagee's designee, and when requested by Mortgagee, caused to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Mortgagee may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Mortgagor under this Mortgage or the instruments evidencing the indebtedness, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Mortgagor. Unless prohibited by law or agreed to the contrary by Mortgagee in writing, Mortgagor shall reimburse Mortgagee for all costs and expenses incurred in connection with the matters referred to in this paragraph. If Mortgagor fails to do any of the things referred to in this paragraph, Mortgagee may do so for and in the name of Mortgagor and at Mortgagor's expense. For such purposes, Mortgagor

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hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Mortgagee's sole opinion, to accomplish the matters referred to herein.

15. Mortgagor shall notify Mortgagee at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Mortgagor will upon request of Mortgagee, furnish to Mortgagee advance assurances satisfactory to Mortgagee that Mortgagor can and will pay the cost of such improvements. Any statement or claim of lien filed under applicable law shall be satisfied by Mortgagor or bonded to the satisfaction of Mortgagee with 14 days after filing.

16. Each privilege, option or remedy provided in this Mortgage to Mortgagee is distinct from every other privilege, option or remedy contained herein or in any related document, or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Mortgagee or by any other owner or holder of the indebtedness. Mortgagee shall not be deemed to have waived any rights under this Mortgage (or under the related documents) unless such waiver is in writing and signed by Mortgagee. No delay or omission on the part of the Mortgagee in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Mortgagee, nor any course of dealing between Mortgagor and Mortgagee, shall constitute a waiver of any of Mortgagee's rights or any of Mortgagor's obligations as to any future transactions. Whenever consent by Mortgagee is required in this Mortgage, the granting of such consent by Mortgagee in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

17. The words "Mortgagor" or "Mortgagee" shall each embrace one individual, two or more individuals, a corporation, limited liability company, partnership, or an unincorporated association or other legal entity, depending on the recital herein of the parties to this Mortgage. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 10. If there be more than one Mortgagor, then Mortgagor's obligation shall be joint and several. Whenever in this Mortgage the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Mortgagee to Mortgagor shall be sent to the address of Mortgagor shown in this Mortgage.

18. Mortgagor covenants and agrees that the Mortgagor (a) has not stored and shall not store (except in compliance with all federal, state and local statutes, laws, ordinances, rules, regulations and common law now or hereafter in effect, and all amendments thereto, relating to the protection of the health of living organisms for the environment (collectively, "Environmental Requirements")) and has not disposed and shall not dispose of any Hazardous Substances (as hereinafter defined) on the Property, (b) has not transported or arranged for the transportation of and shall not transport or arrange for the transportation of any Hazardous Substances, and (c) has not suffered or permitted, and shall not suffer or permit, any owner, lessee, tenant, invitee, occupant or operator of the Property or any other persons to do any of the foregoing.

Mortgagor covenants and agrees to maintain the Property at all times (a) free of any Hazardous Substance (except in compliance with all Environmental Requirements) and (b) in compliance with all Environmental Requirements.

Mortgagor agrees promptly: (a) to notify Mortgagee in writing of any change in the nature or extent of Hazardous Substances maintained on or with respect to the Property, (b) to transmit to Mortgagee copies of any citations, orders, notices or other material governmental communications received with respect to Hazardous Substances upon about or beneath the Property or the violation or breach of any Environmental Requirements, (c) to observe and comply with any and all Environmental Requirements relating to the use, maintenance and disposal of Hazardous Substances or transportation, generation and disposal of Hazardous Substances, (d) to pay, perform or otherwise satisfy any fine, charge, penalty, fee, damage, order, judgment, decree or imposition related thereto which, if unpaid, would constitute a lien on the Property, unless (i) the validity thereof shall be contested diligently and in good faith by appropriate proceedings and with counsel reasonably satisfactory to Mortgagee and (ii) so long as Mortgagor shall at all times have deposited with Mortgagee, or posted a bond satisfactory to Mortgagee, in a sum equal to the amount necessary (in the reasonable discretion of Mortgagee) to comply with such order or directive (including, but not limited to, the amount of the fine, penalty, interest or costs that may become due thereon by reason of or during such contest); provided, however, that payment in full with respect to such fine, charge, penalty, fee, damage, order, judgment, decree or imposition shall be made not less than twenty (20) days before the first date upon which the Property, or any portion thereof, may be seized and sold in satisfaction thereof, and (e) to take all appropriate response actions, including any removal or remedial actions necessary in order for the Property to be or remain in compliance with all Environmental Requirements, in the event of a release, emission, discharge or disposal of any Hazardous Substances in, on, under or from the Property, (f) upon the request of Mortgagee, to permit Mortgagee, including its officers, agents, employees, contractors and representatives, to enter and inspect the Property for purposes of conducting an environmental assessment, (g) upon the request of Mortgagee, and at the Mortgagor's expense, to cause to be prepared for the Property such site assessment reports, including, without limitation, engineering studies, historical reviews and testing, as may be reasonably requested from time to time by the Mortgagee.

In addition to all other indemnifications contained herein, Mortgagor agrees to indemnify, defend and reimburse and does hereby hold harmless Mortgagee, and its officers, directors, agents, shareholders, employees, contractors, representatives, attorneys, successors and assigns, from and against any and all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and consultants' fees, arising from the presence of Hazardous Substances upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any Environmental Requirements pertaining to the Property and the activities thereon, or arising from the breach of any covenant or representation of Mortgagor contained in this Mortgage. The Mortgagor's obligations under this paragraph shall survive any foreclosure on the Property or repayment or extinguishment of the indebtedness.

The provisions of this Mortgage are in addition to and supplement any other representations, warranties, covenants and other provisions contained in any other loan documents that Mortgagor has executed for the benefit of Mortgagee, including all such documents creating, evidencing or securing the indebtedness.

For the purposes of this Mortgage, "Hazardous Substances" shall mean any substance

- (a) The presence of which requires investigation, removal, remediation or any form of clean-up under any federal, state or local statute, regulation, ordinance, order, action, policy or common law now or hereafter in effect, or any amendments thereto; or


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- (b) Which is or becomes defined as a "hazardous waste", "hazardous substance", "pollutant" or "contaminant" under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); or
- (c) Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is regulated presently or in the future by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the state where the Property is located or any political subdivision thereof; or
- (d) The presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or
- (e) The presence of which on adjacent properties could constitute a trespass by the Mortgagor; or
- (f) Which contains, without limitation, gasoline, diesel fuel or the constituents thereof, or other petroleum hydrocarbons; or
- (g) Which contains, without limitation, polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or
- (h) Which contains, without limitation, radon gas; or
- (i) Which contains, without limitation, radioactive materials or isotopes.

19. If Mortgagee institutes any suit or action to enforce any of the terms of this Mortgage, Mortgagee shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Mortgagee that in the Mortgagee's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for the primary indebtedness. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Mortgagor also will pay any court costs, in addition to all other sums provided by law. If this Mortgage is subject to Section 5-19-10, Code of Alabama 1975, as amended, any attorneys' fees provided for in this Mortgage shall not exceed 15% of the unpaid indebtedness after default and referral to an attorney who is not a salaried employee of the Mortgagee.

20. This Mortgage, together with any related documents, including, but not limited to those documents creating, evidencing or securing the indebtedness, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendments.

21. This Mortgage has been delivered to Mortgagee and accepted by Mortgagee in the State of Alabama. Subject to the provisions on arbitration, this Mortgage shall be governed by and construed in accordance with the laws of the State of Alabama.

22. Mortgagor hereby releases all rights and benefits of the homestead exemption laws of the State of Alabama as to the Property.

23. Time is of the essence in the performance of this Mortgage.

24. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the 26th day of November, 2008.

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Mayhall Properties, Inc.

By:

John Mayhall, Its President

STATE OF ALABAMA)
)
SHELBY COUNTY)

The undersigned, a Notary Public in and for said County in said State, hereby certifies that John Mayhall, whose name as President of Mayhall Properties, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of the respective Corporation the day the same bears date.

Given under my hand this 26th day of November, 2008.

SEAL



Rebecca L. Beland
Notary Public

My commission expires: 2/26/2012

Exhibit A
Legal Description

1. Lot 2, Carrington Subdivision, Sector 1, Map Book 25 page 18.
Now known as Units 1, 2 and 3 in Carrington Office Park, a Condominium,
Map Book 38 page 86.
Less and except Unit 1.
Also secures Loan No. 943754.
2. Lot 119, Chesapeake Subdivision, as recorded in Map Book 37 page 123 in the Probate
Office of Shelby County, Alabama.
Also secures Loan No. 981853.
3. Lot 1C, Final Plat of Park Forest Village, as recorded in Map Book 31 page 51 in the Probate
Office of Shelby County, Alabama.
Less and Except Unit 400, in Park Forest Village Condominium, a condominium as
established by the certain Declaration of Condominium of Park Forest Village
Condominium, a condominium, which is recorded in Instrument #20070726000348200, in
the Probate Office of Shelby County, Alabama, to which Declaration of Condominium a plan
is attached as Exhibit "C" thereto; said plan being filed for record in Map Book 38 page 113
in the probate Office of Shelby County, Alabama and to which said Declaration of
Condominium the By-Laws are attached as Exhibit "C" thereto, as recorded in Instrument
#20070726000348200, together with an undivided interest in the Common Elements
assigned to said Units of said Declaration of Condominium of Park Forest Village
Condominium, a condominium.
Also secures Loan No. 865540.
4. A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 5, Township
22 South, Range 2 West, Shelby County, Alabama, and being more particularly described
as follows: Commence at the Northeast corner of the North 1/2 of the Northeast 1/4 of
Section 6, Township 22 South, Range 2 West, Shelby County, Alabama; thence South 88
deg. 30 min. 56 sec. East a distance of 729.23 feet (measured) 729.18 feet (map) to a point,
said point lying on the Westerly right of way line of Shelby County Road #12 (80 foot right
of way); thence south 16 deg. 09 min. 01 sec. West, a distance of 155.69 feet (measured)
155.14 feet (map) to a point, said point being the beginning of a curve to the left having a
radius of 1,967.06 feet, a central angle of 02 deg. 36 min. 28 sec., and subtended by a chord
which bears South 14 deg. 52 min. 29 sec. West, and a chord distance of 89.53 feet; thence
in a Southwesterly direction along the arc of said curve and said right of way line a distance
of 89.53 feet to a point on a curve to the left, said point being a compound curve, having a
radius of 1,544.66 feet, a central angle of 01 deg. 51 min. 15 sec., and subtended by a chord
which bears South 12 deg. 45 min. 50 sec. West, and a chord distance of 49.99 feet; thence
in a Southwesterly direction along the arc of said curve and said right of way line for a
distance of 49.99 feet; thence South 11 deg. 11 min. 46 sec. West and along said right of way
line a distance of 13.02 feet to the point of beginning; thence South 11 deg. 11 min. 46 sec.
West and along said right of way line a distance of 207.75 feet to a point of a curve to the left
having a radius of 1191.35 feet and a central angle of 7 deg. 41 min. 52 sec. and subtended
by a chord which bears South 7 deg. 20 min. 50 sec. West and a chord distance of 159.94
feet; thence along the arc of said curve and said right of way line, a distance of 160.06 feet;
thence leaving said right of way North 88 deg. 00 min. 30 sec. West a distance of 242.76
feet; thence North 02 deg. 14 min. 39 sec. East a distance of 204.64 feet; thence North 77
deg. 58 min. 59 sec. West a distance of 15.22 feet; thence North 2 deg. 14 min. 39 sec. East
for a distance of 158.37 feet; thence South 87 deg. 45 min. 21 sec. East a distance of 304.35
feet to the point of beginning.
Also secures Loan No. 933503 - Stone Creek land.


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Exhibit A Continued
Legal Description

5. Lots 12 and 13, in Block 2, A. J. Grefenkamp's Survey of Buck Creek Cotton Hills Subdivision of East 1/2 of Northeast 1/4 of Section 2, Township 21 South, Range 3 West, as recorded in Map Book 3 page 9 in the Probate Office of Shelby County, Alabama.
Also, South 30 feet facing Birmingham-Montgomery Highway of Lot 11, Block 2, A.J. Grefenkamp's Survey of Buck Creek Cotton Mills Subdivision, of east 1/2 of Northeast 1/4 of Section 2, Township 21 South, Range 3 West, as recorded in Map Book 3 page 9 in the Probate office of Shelby County, Alabama, and lying parallel to Lot 12 and extending to the East line of Lot 12; thence North 30 feet from Northeast corner of Lot 12; thence West to beginning.
Also secures Loan No. 928119 and 928259 - Hwy 11 and 31.
6. Lot 1A, Strong Ridge, as recorded in Map Book 28 page 21 in the Probate Office of Shelby County, Alabama.
Also secures Loan No. 9243931.
7. A part of the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 21 South, Range 3 West, being more particularly described as follows: Begin at the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 26, Township 21 South, Range 3 West; thence south 88 deg. 33 min. 27 sec. West a distance of 613.29 feet (612.92 deed); thence continue along the last described course a distance of 217.95 feet to the Easterly right of way of Alabama State Highway #119; thence North 20 deg. 30 in. 00 sec. West a distance of 344.23 feet; thence North 88 deg. 32 min. 08 sec. East and leaving said right of way a distance of 935.87 feet (1,014.6 deed); thence South 02 deg. 48 min. 31 sec. East a distance of 325.82 feet (327.4 deed) to the point of beginning; being situated in Shelby County, Alabama.
Less and Except: Commence at the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 21 South, Range 3 West, Shelby County, Alabama, said point being the point of beginning; from this beginning point, proceed North 00 deg. 05 min. 52 sec. West along East boundary of said 1/4 1/4 Section a distance of 325.91 feet; thence proceed North 88 deg. 43 min. 21 sec. West for a distance of 771.34 feet; thence proceed South 31 deg. 50 min. 48 sec. East for a distance of 388.76 feet to a point on the South boundary of said 1/4 1/4 Section; thence proceed South 88 deg. 41 min. 55 sec. East along the South boundary of said 1/4 1/4 Section for a distance of 566.72 feet to the point of beginning.
Being situated in the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 21 South, Range 3 West, Shelby County, Alabama.
Also secures Loan No. 922161 - Hwy 119.
8. Begin at the Southeast corner of the Northeast 1/4 of Southeast 1/4 of Section 19, Township 21 South, Range 2 West, Shelby County, Alabama; thence in a Westerly direction along the South line of said 1/4 1/4 Section for 116.31 feet to the West right of way of Shelby County No. 87; thence right 90 deg. 36 min. 22 sec. in a Northerly direction along said West right of way 381.16 feet to the point of beginning; thence continue Northerly along said West right of way 209.30 feet; thence left 89 deg. 03 min. 20 sec. in a Westerly direction 1,285.32 feet to the East right of way of Interstate Highway No. 65; thence left 110 deg. 03 min. 49 sec. in a Southeasterly direction along said East right of way 222.79 feet; thence left 69 deg. 56 min. 11 sec. in an Easterly direction 1,212.34 feet to the point of beginning.
Also secures Loan No. 952117 - Hwy 87.
9. Lot 2, according to the Survey of Strong Ridge, as recorded in Map Book 22 page 155 in the Probate Office of Shelby County, Alabama.
Also secures Loan No. 7004486 - Hwy 87 (dirt).



Exhibit A Continued
Legal Description

10. PARCEL I:

A TRACT OF LAND SITUATED IN FRACTIONAL SECTION 24, TOWNSHIP 24 NORTH, RANGE 12 EAST, CHILTON COUNTY, ALABAMA, AND SECTION 19, TOWNSHIP 24 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION SOUTH OF MOUNTAIN VIEW ROAD:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 19, TOWNSHIP 24 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS WEST A DISTANCE OF 2622.42 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS WEST A DISTANCE OF 1018.96 FEET TO AN AXLE; THENCE NORTH 01 DEGREES 10 MINUTES 27 SECONDS EAST A DISTANCE OF 1622.03 FEET TO A CAPPED REBAR SET ON THE NORTH RIGHT OF WAY LINE OF SHELBY DRIVE (SAID DRIVE HAVING A 60 FOOT RIGHT OF WAY); THENCE NORTH 87 DEGREES 38 MINUTES 33 SECONDS WEST AND ALONG THE NORTH RIGHT OF WAY OF SHELBY DRIVE A DISTANCE OF 668.15 FEET TO A CAPPED REBAR SET AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF CHILTON COUNTY ROAD 113 AND THE NORTH RIGHT OF WAY OF SHELBY DRIVE; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 136.23 FEET TO A CAPPED REBAR SET (SAID ARC HAVING A CHORD BEARING OF NORTH 14 DEGREES 29 MINUTES 05 SECONDS EAST, COUNTER-CLOCKWISE DIRECTION, A CHORD DISTANCE OF 136.09 FEET AND A RADIUS OF 875.73 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 228.58 FEET TO A CAPPED REBAR SET (SAID CURVE HAVING A CHORD BEARING OF NORTH 05 DEGREES 00 MINUTES 46 SECONDS WEST, COUNTER-CLOCKWISE DIRECTION, A CHORD DISTANCE OF 227.59 FEET AND A RADIUS OF 707.65 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 150.47 FEET ALONG A REVERSE CURVE TO A CAPPED REBAR SET (SAID CURVE HAVING A CHORD BEARING OF NORTH 08 DEGREES 43 MINUTES 09 SECONDS WEST, CLOCK-WISE DIRECTION, WITH A CHORD DISTANCE OF 150.08 FEET AND A RADIUS OF 603.94 FEET); THENCE NORTH 89 DEGREES 23 MINUTES 23 SECONDS EAST A DISTANCE OF 1256.21 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 89 DEGREES 27 MINUTES 30 SECONDS EAST A DISTANCE OF 1005.19 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 89 DEGREES 27 MINUTES 04 SECONDS EAST A DISTANCE OF 1507.54 FEET TO A CAPPED REBAR SET; THENCE NORTH 00 DEGREES 32 MINUTES 58 SECONDS WEST A DISTANCE OF 526.68 FEET TO A CAPPED REBAR SET AT THE SOUTH RIGHT OF WAY OF MOUNTAIN VIEW DRIVE THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 124.16 FEET TO A CAPPED REBAR SET (SAID ARC HAVING A CHORD BEARING OF NORTH 70 DEGREES 09 MINUTES 01 SECONDS EAST, COUNTER-CLOCKWISE DIRECTION, A CHORD DISTANCE OF 123.46 FEET AND A RADIUS OF 336.73 FEET); THENCE NORTH 52 DEGREES 51 MINUTES 12 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY OF MOUNTAIN VIEW DRIVE A DISTANCE OF 272.17 FEET TO A CAPPED REBAR SET; THENCE NORTH 52 DEGREES 22 MINUTES 54 SECONDS EAST AND ALONG THE SOUTH RIGHT OF WAY OF MOUNTAIN VIEW DRIVE A DISTANCE OF 266.11 FEET TO A CAPPED REBAR SET; THENCE SOUTH 00 DEGREES 14 MINUTES 46 EAST A DISTANCE OF 227.03 FEET TO A REBAR FOUND; THENCE SOUTH 00 DEGREES 37 MINUTES 41 SECONDS WEST A DISTANCE OF 574.26 FEET TO A CAPPED REBAR FOUND; THENCE SOUTH 00 DEGREES 51 MINUTES 27 SECONDS WEST A DISTANCE OF 301.20 FEET TO A CAPPED REBAR FOUND; THENCE SOUTH 00 DEGREES 20 MINUTES 52 SECONDS WEST A DISTANCE OF 907.92 FEET TO A REBAR FOUND; THENCE SOUTH 00 DEGREES 27 MINUTES 34 SECONDS WEST A DISTANCE OF 412.72 FEET TO A IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 14 MINUTES 37 SECONDS WEST A DISTANCE OF 329.58 FEET TO A REBAR FOUND; THENCE SOUTH 00 DEGREES 33 MINUTES 07 SECONDS WEST A DISTANCE OF 329.20 FEET TO THE POINT OF BEGINNING.



Exhibit A Continued
Legal Description

DESCRIPTION NORTH MOUNTAIN VIEW ROAD:

COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 19, TOWNSHIP 24 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA; THENCE NORTH 00 DEGREES 33 MINUTES 07 SECONDS EAST A DISTANCE OF 329.20 FEET TO A REBAR FOUND; THENCE NORTH 00 DEGREES 14 MINUTES 37 SECONDS EAST A DISTANCE OF 329.58 FEET TO AN IRON PIPE FOUND; THENCE NORTH 00 DEGREES 27 MINUTES 34 SECONDS EAST A DISTANCE OF 412.72 FEET TO A REBAR FOUND; THENCE NORTH 00 DEGREES 20 MINUTES 52 SECONDS EAST A DISTANCE OF 907.92 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 00 DEGREES 51 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 301.20 FEET TO A REBAR FOUND; THENCE NORTH 00 DEGREES 37 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 574.26 FEET TO A REBAR FOUND; THENCE NORTH 00 DEGREES 14 MINUTES 46 SECONDS WEST A DISTANCE OF 227.03 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF MOUNTAIN VIEW DRIVE; THENCE CONTINUE NORTH 00 DEGREES 14 MINUTES 46 SECONDS WEST A DISTANCE OF 75.50 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF MOUNTAIN VIEW DRIVE (60 FOOT RIGHT OF WAY) AND A CAPPED REBAR SET, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 14 MINUTES 46 SECONDS WEST A DISTANCE OF 154.91 FEET TO A CAPPED REBAR FOUND; THENCE SOUTH 86 DEGREES 09 MINUTES 36 SECONDS WEST A DISTANCE OF 249.25 FEET TO A CAPPED REBAR FOUND; THENCE SOUTH 00 DEGREES 23 MINUTES 44 SECONDS EAST A DISTANCE OF 328.67 FEET TO AN IRON ROD FOUND ON THE NORTH RIGHT OF WAY OF MOUNTAIN VIEW DRIVE; THENCE NORTH 52 DEGREES 22 MINUTES 54 SECONDS EAST AND ALONG THE NORTH RIGHT OF WAY OF MOUNTAIN VIEW DRIVE A DISTANCE OF 311.94 FEET TO THE POINT OF BEGINNING.

PARCEL II:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION NORTH MOUNTAIN VIEW DRIVE:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER-NORTHEAST QUARTER SECTION 19, TOWNSHIP 24 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA; THENCE NORTH 89 DEGREES 23 MINUTES 24 SECONDS EAST A DISTANCE OF 173.38 FEET TO A CRIMP TOP PIPE FOUND; THENCE SOUTH 11 DEGREES 33 MINUTES 49 SECONDS EAST ALONG WESTERLY RIGHT OF WAY OF ALABAMA STATE HIGHWAY 155 (100 FOOT RIGHT OF WAY) A DISTANCE OF 655.17 FEET CAPPED REBAR SET AT THE NORTHERLY RIGHT OF WAY OF MOUNTAIN VIEW DRIVE; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 351.28 FEET ALONG SAID RIGHT OF WAY TO A CAPPED REBAR SET (SAID ARC HAVING A CHORD BEARING OF SOUTH 60 DEGREES 05 MINUTES 11 SECONDS WEST, A COUNTER-CLOCKWISE DIRECTION, A CHORD DISTANCE OF 350.77 FEET AND A RADIUS OF 1884.60 FEET); THENCE NORTH 00 DEGREES 14 MINUTES 46 SECONDS WEST A DISTANCE OF 154.94 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST A DISTANCE OF 305.22 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 00 DEGREES 00 MINUTES 13 SECONDS EAST A DISTANCE OF 354.79 FEET TO A CAPPED REBAR FOUND. SAID POINT BEING THE POINT OF BEGINNING.



Exhibit A Continued
Legal Description

DESCRIPTION SOUTH OF MOUNTAIN VIEW DRIVE:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER-NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA; THENCE NORTH 89 DEGREES 23 MINUTES 24 SECONDS EAST A DISTANCE OF 173.38 FEET TO A CRIMP TOP PIPE FOUND; THENCE SOUTH 11 DEGREES 33 MINUTES 49 SECONDS EAST ALONG WESTERLY RIGHT OF WAY OF ALABAMA STATE HIGHWAY 155 (100 FOOT RIGHT OF WAY) A DISTANCE OF 655.17 TO THE NORTHERLY RIGHT OF WAY OF MOUNTAIN VIEW DRIVE AND A CAPPED REBAR SET; THENCE SOUTH 11 DEGREES 33 MINUTES 49 SECONDS EAST A DISTANCE OF 61.50 FEET TO THE SOUTHERLY RIGHT OF WAY OF MOUNTAIN VIEW DRIVE AND TO A CAPPED REBAR SET, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 11 DEGREES 33 MINUTES 49 SECONDS EAST A DISTANCE OF 219.61 FEET TO A CAPPED REBAR SET; THENCE SOUTH 69 DEGREES 59 MINUTES 10 SECONDS WEST A DISTANCE OF 80.13 FEET TO A CAPPED REBAR SET; THENCE SOUTH 59 DEGREES 22 MINUTES 41 SECONDS WEST A DISTANCE OF 161.87 FEET TO A CAPPED REBAR SET; THENCE SOUTH 45 DEGREES 02 MINUTES 6 SECONDS WEST A DISTANCE OF 116.16 FEET TO A CAPPED REBAR SET; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 64.62 FEET TO A CAPPED REBAR FOUND (SAID ARC HAVING A CHORD BEARING OF SOUTH 80 DEGREES 48 MINUTES 9 SECONDS WEST, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 63.12 FEET AND A RADIUS OF 86.12 FEET); THENCE NORTH 00 DEGREES 14 MINUTES 46 SECONDS WEST A DISTANCE OF 227.03 FEET TO THE SOUTHERLY RIGHT OF WAY OF MOUNTAIN VIEW DRIVE AND TO A CAPPED REBAR SET; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 369.48 FEET TO A CAPPED REBAR SET (SAID ARC HAVING A CHORD BEARING OF NORTH 58 DEGREES 57 MINUTES 46 SECONDS EAST, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 368.85 FEET AND A RADIUS OF 1884.60 FEET); SAID POINT BEING THE POINT OF BEGINNING.

Also secures Loan No. 942057 - Chilton County property


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