


62-06
Return to: John W. Monroe, Jr.
Emmanuel, Sheppard & Condon
30 S. Spring St.
Pensacola, FL 32502
A0458-129621 D


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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA}

COUNTIES OF SHELBY}

MORTGAGE AND SECURITY AGREEMENT

THIS INDENTURE is made and entered into this the 30th day of July, 2013 by and between **ADAMS HOMES OF NORTHWEST FLORIDA, INC., a Florida corporation, ADAMS HOMES L.L.C., an Alabama limited liability company, and ADAMS HOMES AEC, LLC, a South Carolina limited liability company** (hereinafter collectively called "Mortgagor") whose address is 3000 Gulf Breeze, Florida 32563, and **REGIONS BANK** (hereinafter called "Mortgagee") whose address is 1042 Main Street, Second Floor, Dunedin, Florida 34698.

WHEREAS, pursuant to that certain Master Loan Agreement (the "Loan Agreement") of even date herewith between the Mortgagor and the Mortgagee, the Mortgagor is justly indebted to the Mortgagee in the principal sum of up to TWENTY MILLION AND NO/100THS DOLLARS (\$20,000,000.00) as evidenced by that certain Revolving Promissory Note (hereafter, together with any and all extensions, renewals, modifications, replacements, substitutions, and any and all other certificates or evidence of indebtedness evidenced by said Revolving Promissory Note, referred to as the "Note") of even date herewith, which bears interest as provided therein, and which is payable in accordance with its terms, and which has a maturity date as set forth therein;

WHEREAS, notwithstanding any provision to the contrary contained within the Note, or this Mortgage, the amount of indebtedness secured by this Mortgage shall not exceed the amount of

\$20,000,000.00 without the recordation of a modification showing an increase in the amount of the indebtedness secured hereby.

NOW, THEREFORE, in consideration of the premises, and to secure the payment of the debt evidenced by the Note and any and all extensions, renewals, modifications and restructurings thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions, renewals, modifications and restructurings, (the aggregate amount of such debt and interest thereon, including any extensions, renewals, modifications and restructurings and the interest thereon, is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee all of that real property located in the Counties of Shelby (the "Real Estate") more particularly described on Exhibit "A" attached hereto and made a part hereof. Together with all the rights, privileges, tenements, and appurtenances appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this Mortgage, and with all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, owned by the Mortgagor and now or hereafter located in or on, attached to, contained in, or used or to be used in connection with or in construction of improvements on or to the Real Estate or placed on any part of the Real Estate, though not attached thereto, including but not limited to all building materials, screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, appliances, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, relating to the Real Estate. Without limiting the foregoing, the Mortgagor hereby grants to the Mortgagee a security interest in all of the Mortgagor's present and future "equipment" and "general intangibles" relating to or arising from the Real Estate (as said quoted terms are defined in the Uniform Commercial Code of Alabama) (the Real Estate, said fixtures and articles of personal property, and said equipment and general intangibles encumbered and conveyed hereby are hereinafter sometimes called the "Mortgaged Property") and the Mortgagee shall have, in addition to all rights and remedies provided herein, and in any other agreements, commitments and undertakings made by the Mortgagor to the Mortgagee, all of the rights and remedies of a secured party under the Uniform Commercial Code of Alabama. To the extent permitted under applicable law, this Mortgage shall be deemed to be a "security agreement" (as defined in the aforesaid Uniform Commercial Code) and the Mortgagor does hereby grant to the Mortgagee a security interest in

any part of the Mortgaged Property that is personal property and in all proceeds and products thereof. The Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements, and other instruments as the Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any such property. If the lien of this Mortgage is subject to a security interest covering any such personal property, then all of the right, title, and interest of the Mortgagor in and to any and all such property is hereby assigned to the Mortgagee, together with the benefits of all deposits and payments now or hereafter made thereon by the Mortgagor.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that, except as to ad valorem taxes hereafter falling due, Adams Homes L.L.C. is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances other than encumbrances approved in writing by the Mortgagee; and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Mortgaged Property continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, and against loss by such other perils as the Mortgagee may from time to time reasonably determine is prudent or is then required by applicable law, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in such amounts as required in the Loan Agreement unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full. In the event of foreclosure of this mortgage or other transfer of title to the Mortgaged Property in extinguishment, or partial extinguishment, of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures the Mortgaged Property, or any part thereof, together with all the right, title and interest of the Mortgagor in

and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Mortgaged Property insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Mortgaged Property for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in replacing, repairing or reconstructing the Mortgaged Property. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate provided in the Note.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and
2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Mortgaged Property, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at

the Mortgagee's option, the entire amount, or any part thereof, so received may be released or may be used to replace, rebuild, repair or restore any or all of the Mortgaged Property.

As used in this mortgage, the term "Hazardous Substances" shall mean and include, without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in any local, state or federal law, rule or regulation, whether now or hereafter in effect and as may be amended from time to time, pertaining to environmental regulations, contamination, clean-up or disclosure, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, and the rules and regulations of the Occupational Safety and Health Administration pertaining to occupational exposure to asbestos. The Mortgagor covenants, warrants and represents and shall be deemed to continually covenant, warrant and represent during the term of this mortgage that, except as has been heretofore disclosed in writing to the Mortgagee with specific reference to this paragraph, (a) there are not now and shall not in the future be any Hazardous Substances in, on or under the Mortgaged Property or in the improvements on the Real Estate, and no Hazardous Substances have been or will be stored in or upon or utilized in operations on the Mortgaged Property or utilized in the construction of the improvements on the Real Estate, (b) there are no underground storage tanks, whether in use or not in use, located in, on or under any part of the Mortgaged Property, (c) there are no pending claims or threats of claims by private or governmental or administrative authorities relating to Hazardous Substances, environmental impairment, conditions, or regulatory requirements with respect to the Mortgaged Property, (d) the Mortgaged Property and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations, (e) no part of the Real Estate has been artificially filled, other than fill typically used for residential home construction, and (f) Mortgagor shall give immediate oral and written notice to Mortgagee of its receipt of any notice of a violation of any law, rule or regulation covered by this paragraph, or of any notice of any other claim relating to Hazardous Substances or the environmental condition of the Mortgaged Property, or of its discovery of any matter which would make the representations, warranties and/or covenants herein inaccurate or misleading in any respect.

Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from all loss, cost, damage, claim and expense incurred by Mortgagee on account of (i) the violation of any representation, warranty or covenant set forth in the preceding paragraph, (ii) Mortgagor's failure to perform any obligations of the preceding paragraph, (iii) Mortgagor's or the Mortgaged Property's failure to fully comply with all environmental laws, rules and regulations, or with all occupational health and safety laws, rules and regulations, or (iv) any other matter related to environmental conditions or Hazardous Substances in, on, under or affecting the Mortgaged Property. This indemnification shall survive the closing of the loan secured by this mortgage, payment of the Debt, the exercise of any right or remedy under this mortgage or any other document evidencing or securing such loan, any subsequent sale or transfer of the Mortgaged Property, and all similar or related events or occurrences.

The Mortgagor hereby waives and relinquishes any and all rights the Mortgagor may now or hereafter have to any notice, notification or information from the Mortgagee, other than or different from such as specifically are provided for in this Mortgage or the Loan Agreement or other Loan Documents as defined in the Note (including in this waiver and relinquishment, without limitation, notification of the Note maker's financial condition, the status of the Note, or the fact of any renewal(s), extension(s), modification(s) or restructuring(s) of the Note).

Mortgagee may, at Mortgagee's discretion, inspect the Mortgaged Property, or have the Mortgaged Property inspected by Mortgagee's servants, employees, agents or independent contractors, at any time and Mortgagor shall pay all costs incurred by Mortgagee in executing any such inspection.

The Mortgagor agrees to take good care of the Mortgaged Property and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance or encumbrance of the Mortgaged Property, or any part thereof or any interest in the Mortgaged Property, unless such conveyance is in accordance with the provisions of the Loan Agreement.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option,

either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the Mortgaged Property, with power to lease and control the Mortgaged Property, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Debt (which Debt includes the indebtedness evidenced by the Note and any and all extensions, renewals, modifications and restructurings thereof and all interest on said indebtedness and on any and all such extensions, renewals, modifications and restructurings) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this Mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this Mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this Mortgage; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this Mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity, whether by acceleration or otherwise; (5) any installment of principal or interest due on the Debt, or any deposit for taxes and assessments or insurance premiums due hereunder, or any other instrument securing the Debt is not paid, as and when due and payable, or, if a grace period is provided, within such applicable grace period; (6) the interest of the Mortgagee in the Mortgaged Property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (7) any statement of lien is filed against the Mortgaged Property or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based) and remains unsatisfied or unbonded for a period of thirty (30) days after the filing thereof; (8) a default or Event of Default occurs under the terms of the Loan Agreement or under the terms of the Note or any extensions, renewals, modifications or restructurings thereof; (9) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Mortgaged Property shall be chargeable against the

owner of this Mortgage and the same is not paid by Mortgagor within fifteen (15) days of demand by Mortgagee; (10) any of the stipulations contained in this Mortgage is declared invalid or inoperative by any court of competent jurisdiction; (11) any Mortgagor (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Mortgaged Property or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally, to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (12) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Mortgaged Property or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, subject to passage of any grace periods, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Mortgaged Property and, after giving at least twenty-one days' notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Mortgaged Property in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Mortgaged Property and foreclosing this Mortgage, including a reasonable attorneys' fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and, fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Mortgaged Property at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Mortgaged Property if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this Mortgage against any lien or encumbrance on the Mortgaged Property, unless this Mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this Mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and Mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the Real Estate, and/or a bill of sale to any personal property covered hereby.

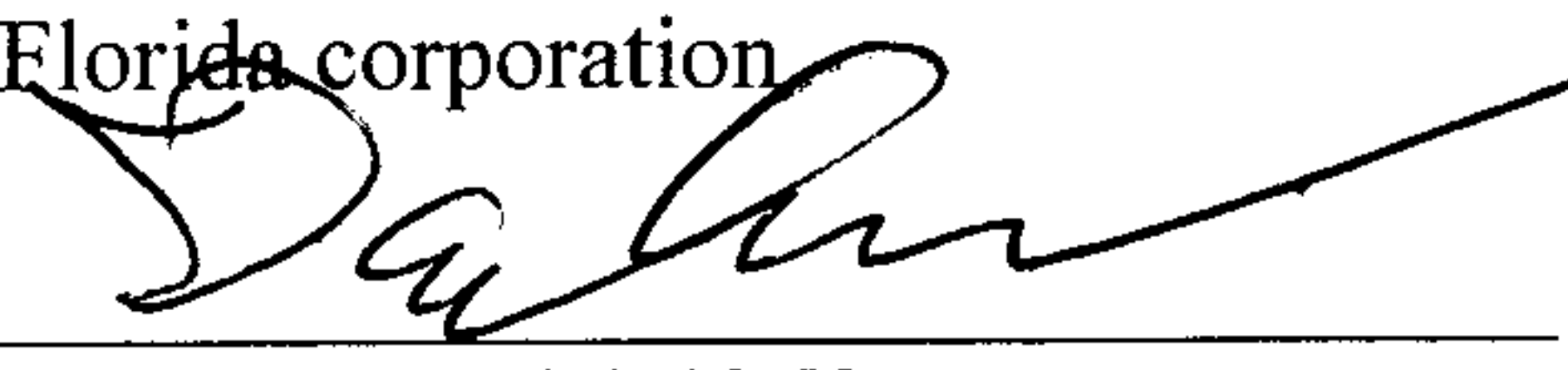
The Mortgagor agrees to pay all costs and expenses associated with the release or satisfaction of this Mortgage.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this Mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

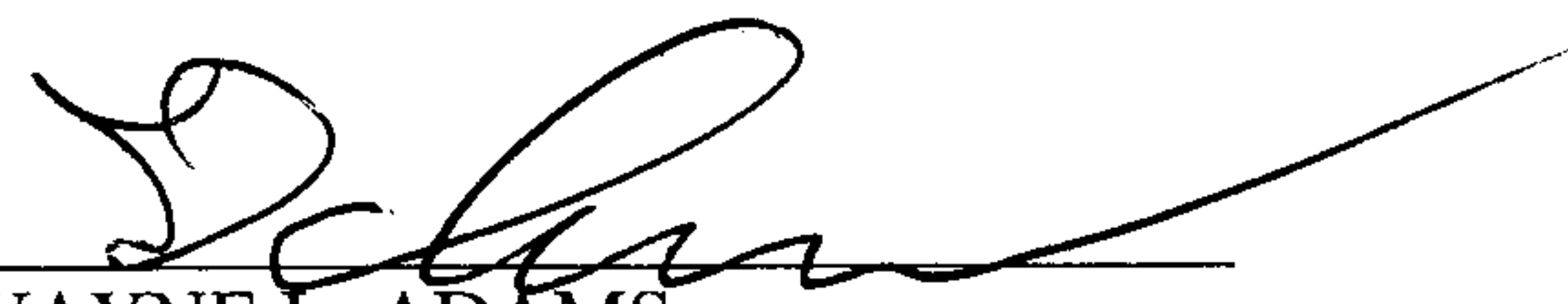
[ALL SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Mortgagor has executed this instrument on the date first written above.

ADAMS HOMES OF NORTHWEST FLORIDA, INC., a Florida corporation

By: 
WAYNE L. ADAMS
As its: President

ADAMS HOMES L.L.C., an Alabama limited liability company

By: 
WAYNE L. ADAMS
As its: Manager

By: Adams Homes of Northwest Florida, Inc., a Florida corporation
As its: Sole Member

By: 
WAYNE L. ADAMS
As its: President

ADAMS HOMES AEC, LLC, a South Carolina limited liability company

By: 
WAYNE L. ADAMS
As its: Manager

By: Adams Homes of Northwest Florida, Inc., a Florida corporation
As its: Sole Member

By: 
WAYNE L. ADAMS
As its: President

ACKNOWLEDGMENT

STATE OF FL }
COUNTY OF Santa Rosa }

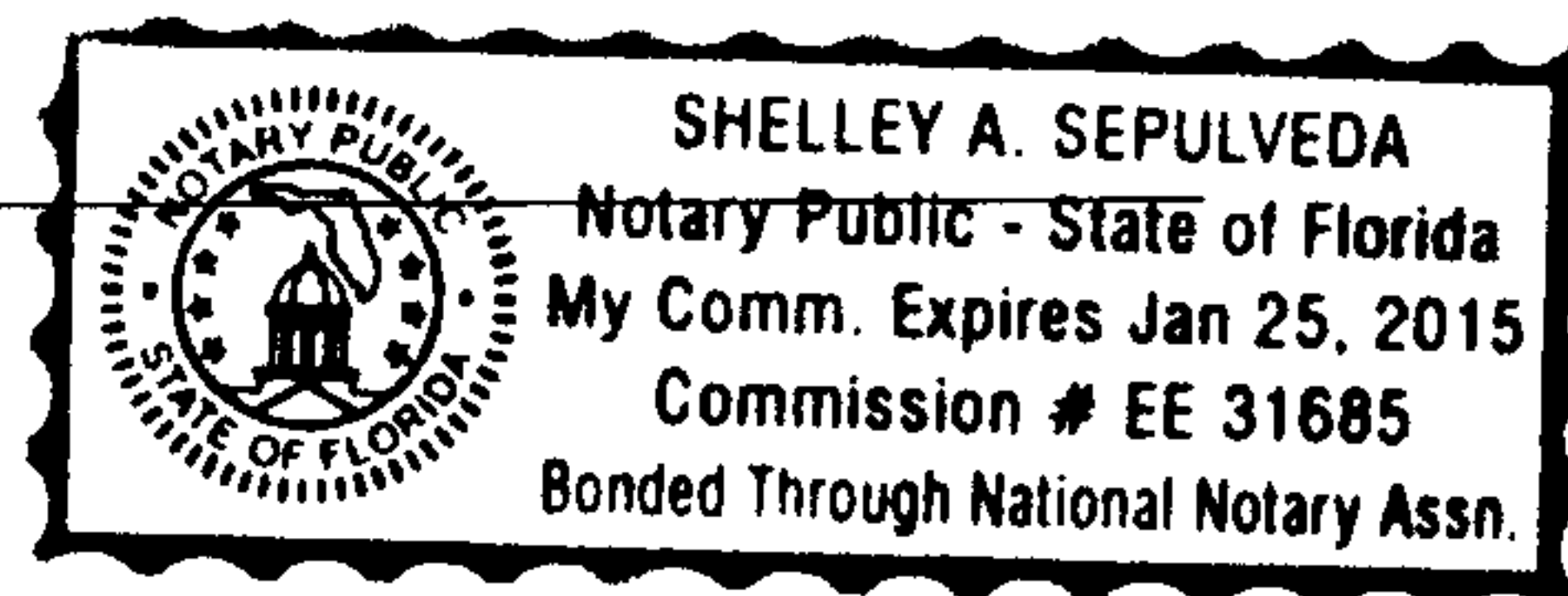
I, the undersigned Notary Public in and for said County and State, hereby certify that WAYNE L. ADAMS, whose name as President of Adams Homes of Northwest Florida, Inc., a Florida corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such President and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 25 day of July, 2013.

[AFFIX SEAL]


NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



STATE OF FL }
COUNTY OF Santa Rosa }

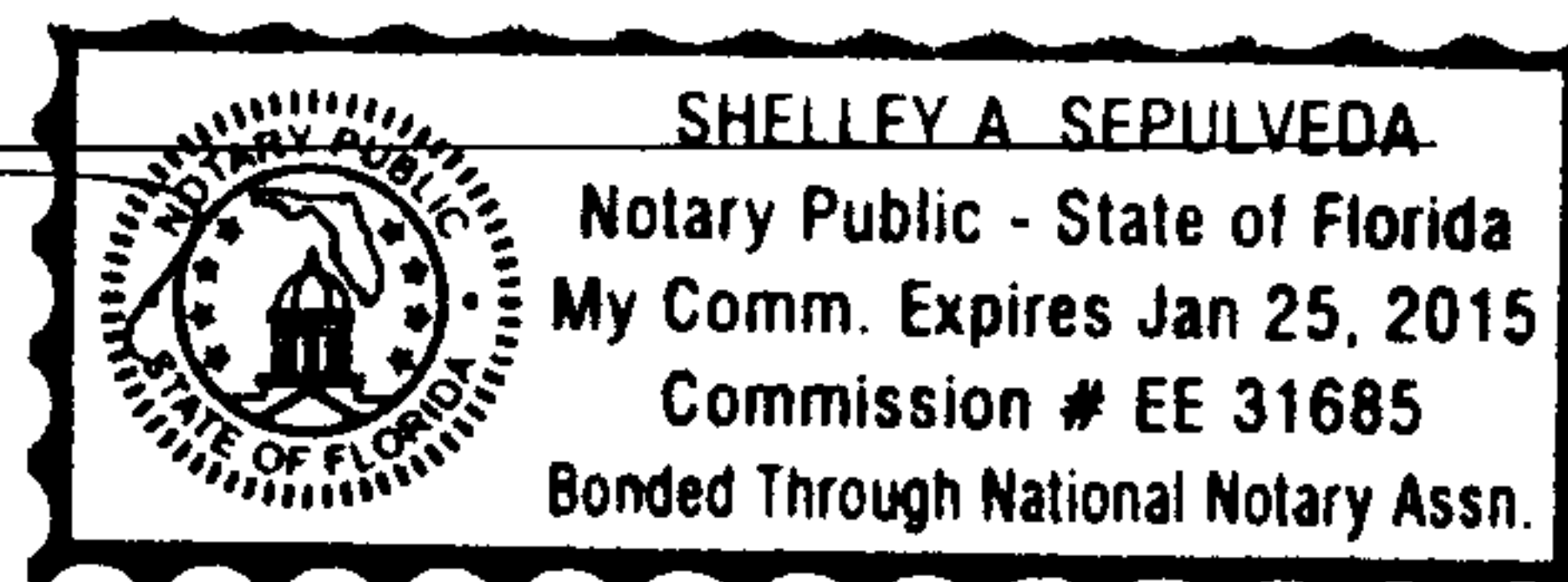
I, the undersigned Notary Public in and for said County and State, hereby certify that WAYNE L. ADAMS, whose name as Manager of Adams Homes L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager and with full authority executed the same voluntarily for and as the act of said company.

Given under my hand this the 25 day of July, 2013.

[AFFIX SEAL]


NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



STATE OF FL }
COUNTY OF Santa Rosa }

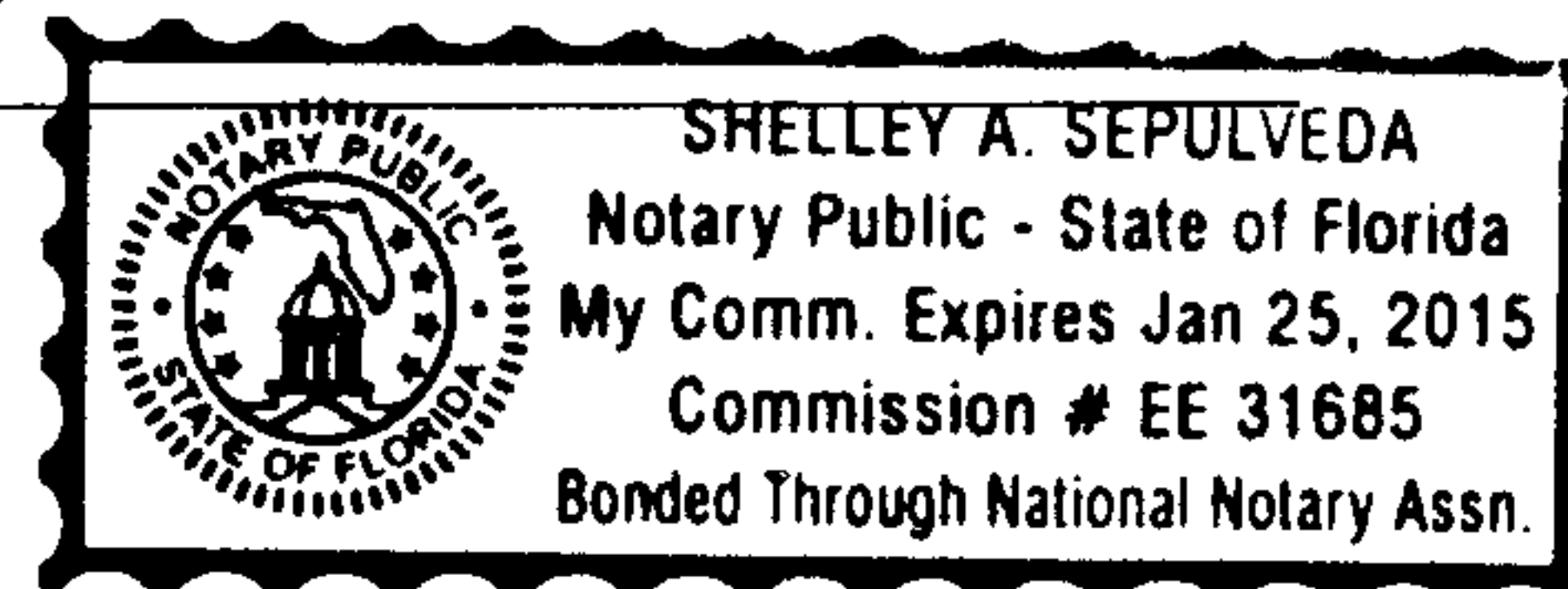
I, the undersigned Notary Public in and for said County and State, hereby certify that WAYNE L. ADAMS, whose name as President of Adams Homes of Northwest Florida, Inc., a Florida corporation, as the Sole Member of Adams Homes L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such President of Adams Homes of Northwest Florida, Inc., and with full authority, executed the same voluntarily for and as the act of said corporation as the Member of said company.

Given under my hand this the 25 day of July, 2013.

[AFFIX SEAL]


NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



STATE OF FL }
COUNTY OF Santa Rosa }

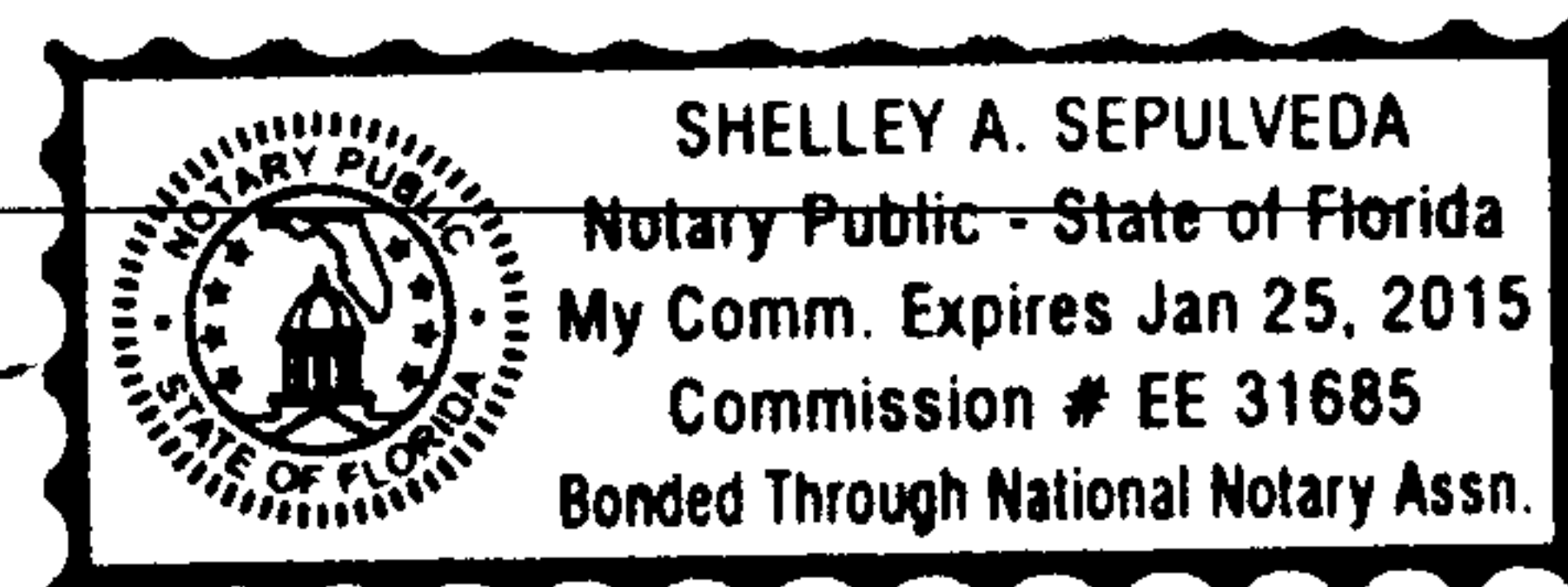
I, the undersigned Notary Public in and for said County and State, hereby certify that WAYNE L. ADAMS, whose name as Manager of Adams Homes AEC, LLC, a South Carolina limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager and with full authority executed the same voluntarily for and as the act of said company.

Given under my hand this the 25 day of July, 2013.

[AFFIX SEAL]


NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



STATE OF FL }
COUNTY OF Santa Rosa }

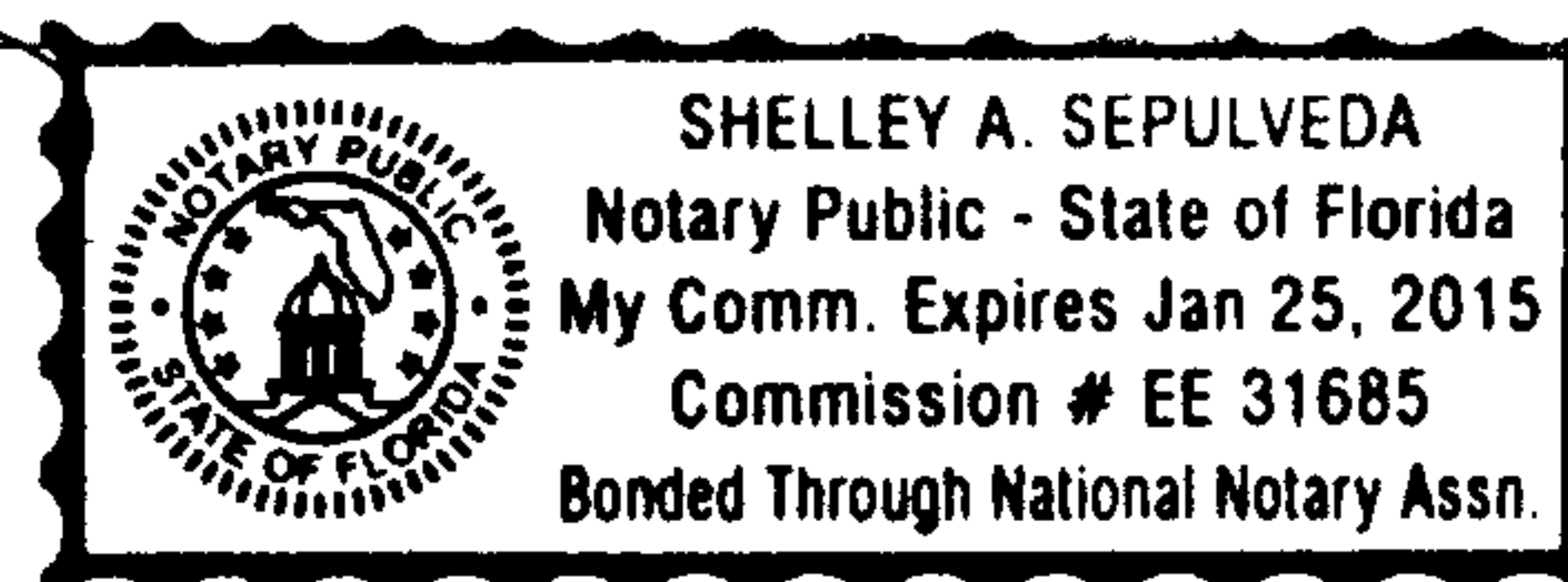
I, the undersigned Notary Public in and for said County and State, hereby certify that WAYNE L. ADAMS, whose name as President of Adams Homes of Northwest Florida, Inc., a Florida corporation, as the Sole Member of Adams Homes AEC, LLC, a South Carolina limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such President of Adams Homes of Northwest Florida, Inc., and with full authority, executed the same voluntarily for and as the act of said corporation as the Sole Member of said company.

Given under my hand this the 25 day of July, 2013.

[AFFIX SEAL]


NOTARY PUBLIC


MY COMMISSION EXPIRES: _____



This instrument was prepared by:
James F. Watkins
Maynard Cooper & Gale PC
11 North Water Street, Suite 27000
Mobile, Alabama 36602
(251) 405-1300

Exhibit "A"

Lot 1897, Old Cahaba Phase V, 2nd Addition, according to the plat thereof, recorded in Map Book 36, Page 105-A, as recorded in the Office of the Judge of Probate of Shelby County, Alabama.


20130814000331680 13/17 \$63.00
Shelby Cnty Judge of Probate, AL
08/14/2013 01:46:13 PM FILED/CERT

BEFORE THE ALABAMA DEPARTMENT OF REVENUE

In re: REGIONS BANK,

Lender/Petitioner

A Proceeding Authorized by:

Alabama Code §40-22-2(2) and (8)

MORTGAGE PRIVILEGE TAX ORDER

Comes Petitioner, **Regions Bank**, and requests the Alabama Department of Revenue to fix and determine the amount of recording tax due, pursuant to *Alabama Code* (1975) §40-22-2(2), upon the recordation of a Mortgage and Security Agreement (the "Mortgage"), in the principal amount of \$20,000,000.00 from Adams Homes of Northwest Florida, Inc., a Florida corporation, Adams Homes, LLC, an Alabama limited liability company, and Adams Homes AEC, LLC, a South Carolina Limited liability company in favor of the Petitioner. The Mortgage encompasses property located in and outside the State of Alabama and in more than one county in Alabama.

Upon consideration of the Petition and evidence offered in its support, the Alabama Department of Revenue finds as follows:

1. That the maximum indebtedness owed pursuant to the Mortgage, and secured by the Mortgage is \$20,000,000.00.
2. That the Petitioner desires to pay recording tax on the maximum indebtedness, allocable to the secured assets which are located in the State of Alabama.
3. That the total value of all property covered by the Mortgage, both in and outside the State of Alabama, is \$2,606,874.00.
4. That the total value of all property located within the State of Alabama, and covered by the Mortgage is \$912,630.00 or 35.01% of all property covered by the Mortgage.



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Shelby Cnty Judge of Probate, AL
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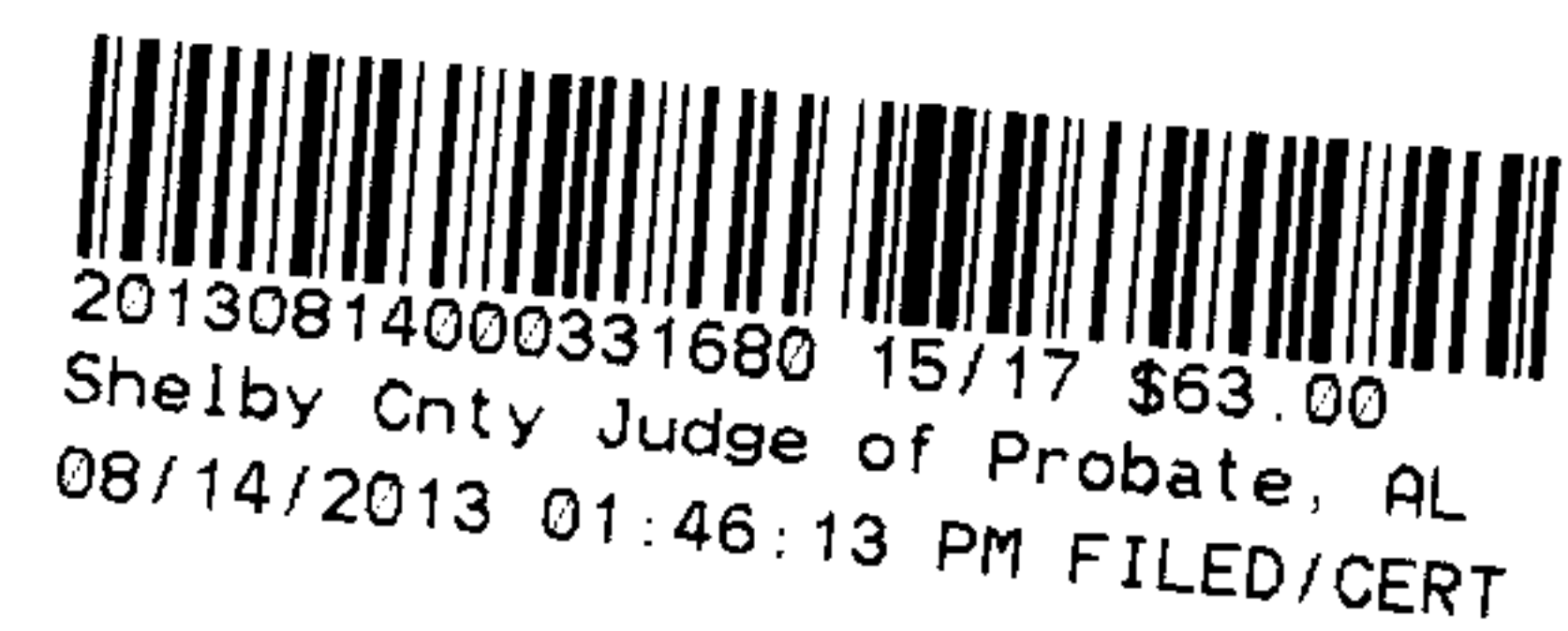
5. That the amount of indebtedness which is allocable to Alabama, and upon which recording tax is due, is \$7,002,000.00.

6. That the amount of recording tax to be paid at the rate of \$.15 for each \$100.00 of indebtedness, or fraction thereof, which is attributable to the property located within the State of Alabama is \$10,503.00.

7. That the relative property values of the properties lying within the State of Alabama are as follows:

<u>COUNTY</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
Baldwin	\$532,000.00	58.29%
Madison	\$183,630.00	20.12%
Mobile	\$142,000.00	15.56%
<u>Shelby</u>	<u>\$ 55,000.00</u>	<u>6.03%</u>
TOTAL	\$912,630.00	100.00%

IT IS ORDERED, THEREFORE, that Probate Judge in Madison County, Alabama wherein the Mortgage will be recorded shall collect recording tax in the amount of \$10,503.00, for recordation of the Mortgage and pursuant to *Alabama Code* §40-22-2(7) after deducting the 5% commission due to the Probate Court, shall make distribution of such tax to the State of Alabama and to the counties named herein, in the percentages as set out in Paragraph 7 above. Upon payment of the recording tax and upon filing of the Mortgage in Madison County, Alabama, duplicate Mortgages shall be acceptable for recordation in the other counties, pursuant to *Alabama Code* §40-22-2(2)(a), without the payment of any further recording tax. The Probate Judges of the other counties are, however, entitled to collect applicable recording fees pursuant to *Alabama Code* §40-22-2(5).



Petitioner is **ORDERED** to abide by the reporting and paying provisions of *Alabama Code* (1975) §40-22-2(2)b, as to any indebtedness which may be incurred or advanced in the future, relating to the Mortgage.

DONE this 2nd day of August, 2013.

ALABAMA DEPARTMENT OF REVENUE

By: Michael E. Mason
Assistant Commissioner of Revenue


ATTEST:

Michael D. Smith
As Secretary

By: K. Elizabeth Jehle
K. Elizabeth Jehle, Legal Division

Madison County, AL 08/12/2013
State of Alabama
Real Estate Excise Tax
Mortgage Tax :\$10503.00

20130812000531770 16/16 \$63.25
Madison Cnty Judge of Probate, AL
08/12/2013 11:38:25 AM FILED/CERT


20130814000331680 16/17 \$63.00
Shelby Cnty Judge of Probate, AL
08/14/2013 01:46:13 PM FILED/CERT

STATE OF ALABAMA

COUNTY OF MADISON

**I, TOMMY RAGLAND, JUDGE OF PROBATE IN AND FOR THE COUNTY AND
STATE AFORESAID, HEREBY CERTIFY THAT THE WITHIN**

FROM Adams Homes of Northwest Florida Inc
Adams Homes AEC LLC

TO Regions Bank

WAS RECORDED IN THIS OFFICE ON August 12, 20 13,
IN DOCUMENT # 20130812000531770, **AND**
TAX IN THE AMOUNT OF \$ 10503.00 **WAS COLLECTED ON THIS DATE.**

Tommy Ragland
**TOMMY RAGLAND
JUDGE OF PROBATE**

Tax Breakdown:

Baldwin County - 6122.25
Madison County - 2112.90
Mobile County - 1634.40
Shelby County - 633.45



20130814000331680 17/17 \$63.00
Shelby Cnty Judge of Probate, AL
08/14/2013 01:46:13 PM FILED/CERT