

COPY

STATE OF ALABAMA
COUNTY OF BALDWIN

STATE OF ALABAMA
COUNTY OF JEFFERSON

STATE OF ALABAMA
COUNTY OF MADISON

STATE OF ALABAMA
COUNTY OF MONTGOMERY

STATE OF ALABAMA
COUNTY OF SHELBY



20140314000223960 1/21
Bk: LR201411 Pg:22459
Jefferson County, Alabama
I certify this instrument filed on
03/14/2014 02:37:34 PM MTG
Judge of Probate- Alan L. King



20140317000073840 1/22 \$80.00
Shelby Cnty Judge of Probate, AL
03/17/2014 02:27:18 PM FILED/CERT

**MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES,
AND SECURITY AGREEMENT**

THIS INDENTURE, (hereinafter "Mortgage") made this 13th day of March, 2014, between **D. Bruce Irwin (also known as D. Bruce Irwin, MD, also known as Donald Bruce Irwin)**, a married person and **AMERICAN FAMILY CARE, INC.**, an Alabama corporation, whose address is 2147 Riverchase Office Road, Hoover, Alabama 35244 (hereinafter jointly severally and collectively referred to as "Mortgagor") and **BRANCH BANKING AND TRUST COMPANY** whose address is 2501 20th Place South, Birmingham, Alabama 35223 (hereinafter "Mortgagee").

[THIS MORTGAGE IS FILED AS, AND SHALL CONSTITUTE BOTH A MORTGAGE AND A
FIXTURE FILING IN ACCORDANCE WITH THE UNIFORM COMMERCIAL CODE]

WITNESSETH

WHEREAS, the said Mortgagor, is and will be indebted to Mortgagee by the terms of a Note of even date (hereinafter along with all renewals, extensions and modifications, "Note") in the principal sum of **\$17,828,750.00**, payable in accordance with the terms of such Note, and all renewals, modifications, extensions and amendments thereto.

NOW THEREFORE, the undersigned Mortgagor in consideration of the premises and to secure the payment of the obligations and liabilities due and to become due pursuant to the terms of such Note of even date, the Hedge Agreement (as that term is defined herein), this Mortgage, and any other agreement between Mortgagor and Mortgagee, or any other indebtedness (whether now existing or hereafter created) owed to Mortgagee by Mortgagor either directly or indirectly, absolutely or conditionally (hereinafter, collectively with the indebtedness evidenced by the Note and this Mortgage, "Debt"), and in compliance with all the stipulations herein contained, does hereby grant, bargain, sell, and convey unto Mortgagee, their successors, and assigns the following (hereinafter "Mortgaged Property"):

- a) The Land situated in Baldwin, Jefferson, Madison, Montgomery and Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings materials of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter

shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) 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 the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

d) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, including but not limited to the existing lease (if any) currently pertaining to the Mortgaged Property (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, including but not limited to, the Existing Leases being hereinafter collectively referred to as the "Leases");

e) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

f) Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);

g) Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

h) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefit of Mortgagor, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

i) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

[THE MORTGAGED PROPERTY IS NOT THE HOMESTEAD OF THE MORTGAGOR OR THE MORTGAGOR'S SPOUSE(S).]

TO HAVE AND TO HOLD the said Mortgaged Property, and every part thereof, unto Mortgagee, its successors, and assigns, forever, subject, however, to the terms and conditions herein.

PROVIDED HOWEVER, if the indebtedness secured by this Mortgage is paid, and Mortgagee, its successors, and assigns is reimbursed for any amounts it may have expended pursuant to the authorization of this Mortgage, including without limitation, sums spent in payment of taxes, assessments, insurance, or other liens and interest thereon, and Mortgagor shall have done and performed all other acts and things herein agreed to be done, then this conveyance shall be null and void; otherwise it shall remain in full force and effect.

GENERAL PROVISIONS

Mortgagor further represents, warrants, covenants and agrees with Mortgagee as follows:

1. **Performance of Mortgage, Note and Loan Documents.** Mortgagor shall perform and comply with all provisions hereof, of the Note, the Hedge Agreement, and of the documents executed in connection herewith (hereinafter "Loan Documents"), and shall duly and punctually pay all indebtedness secured hereby, whether presently existing or hereafter incurred, with interest thereon, and any and every extension, renewal and modification thereof, or of any part thereof, and all interest on all such extensions, renewals, and modifications.
2. **Warranties of Title.** Mortgagor covenants with Mortgagee that it is lawfully seized in fee simple of the Mortgaged Property and has full power and right to sell and convey the same as aforesaid, that the said Mortgaged Property is free of all encumbrances except as set out in Exhibit "A", that the Mortgagee hereunder and its successors and assigns shall quietly enjoy and possess the same; and Mortgagor will warrant and forever defend the title to said Mortgaged Property unto Mortgagee, its successors, and assigns, against lawful claims of all persons.
3. **Future Advances and Other Debts.** It is the Mortgagor's expressed intention that the continuing grant of the Mortgaged Property by this Mortgage shall secure the payment and performance of all of the indebtedness of Mortgagor to Mortgagee, whether now existing or hereinafter incurred by future advances; whether such indebtedness be absolute, direct, contingent or otherwise; and whether such indebtedness was contemplated by the parties at the time of the executing of this Mortgage.
4. **After-Acquired Property.** Without limitation to the generality of the other provisions of this Mortgage, it is hereby expressly covenanted, agreed and acknowledged that the lien and rights herein automatically will attach to any further, greater, additional, or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time acquired by the Mortgagor by whatsoever means, including that in the event that the Mortgagor is the owner of an estate or interest in the Mortgaged Property or any part thereof (such, as for example, as the lessee or tenant) other than as the fee simple owner thereof, and prior to the satisfaction of record of this Mortgage the Mortgagor obtains or otherwise acquires such fee simple or other estate, then such further, greater, additional, or different estate in the Mortgaged Property, or a part thereof, shall automatically, and without any further action or filing or recording on the part of the Mortgagor or the Mortgagee or any other person or entity, be and become subject to this Mortgage and the lien hereof. In consideration of Mortgagee making the loan as evidenced by the Note, and to secure the Debt, Mortgagor hereby grants, bargains, sells and conveys to Mortgagee, on the same terms as set forth in this Mortgage and intended to be a part hereof, all such after-acquired property and estates.
5. **Taxes, Utilities, and Liens.** The Mortgagor shall pay promptly, when and as due, and, if requested, will exhibit promptly to the Mortgagee receipts for the payment of all taxes, assessments, water rates, utility charges, dues, charges, fines, penalties, costs and other expenses incurred, and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the revenues, rents, issues and profits of the Mortgaged Property or arising in respect to the occupancy, use or possession thereof, or upon the interest of the Mortgagee in the Mortgaged Property, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property. Such taxes, assessments and other charges shall not be permitted to become delinquent or to take priority over the lien of this Mortgage.

In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes, then Mortgagor shall immediately pay any increased taxes if allowed by law, and if Mortgagor fails to pay such additional taxes, or if Mortgagor is prohibited from paying such taxes, or if Mortgagee in any way is adversely affected by such law, order, rule, or regulation, then in any such events, all indebtedness secured by this Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Mortgagee.

6. **Monthly Tax Deposit.** If Mortgagee requires, Mortgagor shall pay on the first day of each month one-twelfth (1/12) of the yearly taxes on the Mortgaged Property, as estimated by Mortgagee, in addition to each regular installment of principal and interest. Such sums shall not draw interest and shall not be, nor be deemed to be, trust funds, but may be commingled with Mortgagee's general funds. Mortgagor agrees to pay Mortgagee the amount of any deficiency necessary to enable Mortgagee to pay such taxes when due. If an Event of Default shall occur under this Mortgage or under the Note, any of the Loan Documents, or any of the other indebtedness instruments, such amount may be applied by Mortgagee to the reduction of the indebtedness secured hereby in any manner selected by Mortgagee. However, unless otherwise agreed by Mortgagee in writing, no application of tax deposits to the Note, to other indebtedness, or to other obligations secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Note, the other indebtedness, or any such other obligations.

7. **Failure to Insure; Nonpayment of Liens or Assessments.** If Mortgagor shall fail to insure said property as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued, or assessed upon or against interest of Mortgagee or Mortgagor, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this Mortgage, then Mortgagee may, at its option, insure said property and/or pay said taxes, assessments, debts, liens, and/or charges. Any money which Mortgagee shall have so paid or become obligated to pay shall constitute a debt to Mortgagee additional to the debt hereby specifically secured, shall be secured by this Mortgage, shall bear the highest legal interest from date paid or incurred at the rate set forth in the Note plus two percentage points (2%), and, at the option of the Mortgagee, shall be immediately due and payable.

8. **Hazard Insurance.** For the benefit of Mortgagee, Mortgagor will constantly keep in force fire and extended coverage insurance policies with respect to any and all buildings or equipment on said Mortgaged Property. Such insurance will be provided in such a manner by such companies and for such amounts as may be required by Mortgagee, with Mortgagee shown as Mortgagee and Loss Payee under a standard New York non-contributory Mortgagee/Loss Payee endorsement making losses payable to Mortgagee.

Mortgagor covenants to pay the premium on such policy or policies when due, to deliver to the Mortgagee upon its request the official receipts for such premium payments, and upon issuance of such policies to promptly deposit them with the Mortgagee as collateral security for the payment of the indebtedness hereby secured.

Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly. After deducting from said insurance proceeds any expenses incurred by Mortgagee in the collection or handling of said funds, Mortgagee may apply the net proceeds, at its option, either toward repairing or restoring the improvements on the Mortgaged Property, or as a credit on any portion of the Mortgagor's Debt selected by Mortgagee, whether then matured or to mature in the future, or at the option of the Mortgagee, such sums either wholly or in part may be used to repair such improvements, or to build new improvements in their place or for any other purpose and in a manner satisfactory to the Mortgagee, all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Mortgagee shall not be liable to Mortgagor or otherwise responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

Mortgagor further covenants that all insurance policies will contain a clause that prohibits them from being cancelled upon less than twenty (20) days' notice to Mortgagee, and to deliver to the Mortgagee at least twenty (20) days before the expiration of all such insurance policies a renewal of such policy or policies, together with official receipts for the payment of the premium thereon.

Mortgagor hereby transfers, assigns, sets over, and delivers to Mortgagee the fire and other insurance policies covering said property and any and all renewals thereof, the premiums on which have been or shall be paid by Mortgagor, and further agrees that all such insurance and insurance policies shall be held by Mortgagee as a part of the security for said indebtedness, and shall pass to, and become the property of, the purchaser at any foreclosure sale hereunder, without the necessity of specifically describing said insurance or insurance policies in the foreclosure notice, sale, deed, or other proceedings in consummation of such foreclosure.

If the Mortgagor fails to keep said property insured as above specified, then Mortgagee may, at its option, insure said property for its insurable value against loss by fire and other hazards, casualties, and contingencies, for its own benefit, and any amount which may be expended for premiums on such insurance policies shall be secured by the lien of this mortgage and bear interest from the date of payment by Mortgagee at the rate set forth in the Note plus two percentage points (2%).

If Mortgagee requires, Mortgagor shall pay on the first day of each month one-twelfth (1/12) of the yearly insurance premium on the Mortgaged Property, as estimated by Mortgagee, in addition to each regular installment of principal and interest. Such sums shall not draw interest and shall not be, nor be deemed to be, trust funds, but may be commingled with Mortgagee's general funds. Mortgagor agrees to pay Mortgagee the amount of any deficiency necessary to enable Mortgagee to pay such insurance premiums when due. If an Event of Default shall occur under this Mortgage or under the Note, any of the Loan Documents, or any of the other indebtedness instruments, such amount may be applied by Mortgagee to the reduction of the indebtedness secured hereby in any manner selected by Mortgagee. However, unless otherwise agreed by Mortgagee in writing, no application of insurance premiums to the Note, to other indebtedness, or to other obligations secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Note, the other indebtedness, or any such other obligations.

Mortgagor agrees to give Mortgagee notice in writing of any damage to the Mortgaged Property caused by fire or other casualty within ten (10) days after the occurrence of any such damage.

9. **Covenant Against Waste; Care of the Property.** The Mortgaged Property and the improvements thereon shall be kept in good condition and no waste committed or permitted thereon, reasonable natural wear and tear excepted. No building or other improvement on the Mortgaged Property shall be structurally altered, removed or demolished, without the Mortgagee's prior written consent, nor shall any fixture or chattel covered by the Mortgage and adapted to the proper use and enjoyment of the Mortgaged Property be removed at any time without like consent. In the event of any breach of this covenant the Mortgagee may, in addition to any other rights or remedies, at any time thereafter, declare the whole of the indebtedness secured by this Mortgage immediately due and payable.

Mortgagee is hereby authorized to enter upon and inspect the Mortgaged Property, and to inspect the Mortgagor's or Mortgagor's agent's records with respect to the ownership, use, management and operation of the Mortgaged Property, at any time during normal business hours.

10. **Mechanics' and Materialmen's Liens Prohibited.** Any lien which may be filed under the provisions of the statutes of Alabama, relating to the liens of mechanics and materialmen, shall be promptly paid and discharged by Mortgagor and shall not be permitted to take priority over the lien of this Mortgage, provided that Mortgagor, upon first furnishing to Mortgagee reasonable security for the payment of all liability, costs, and expenses of the litigation, may in good faith contest, at Mortgagor's expense, the validity of any such lien or liens. In those instances where Mortgagee's title policy protects it against such lien or liens such title policy shall be deemed to be sufficient security. Determination of whether said title policy protects Mortgagee shall be made solely by Mortgagee and shall be binding upon Mortgagor.

11. **Assignment of Condemnation Proceeds.** Notwithstanding that the assignment of awards hereinabove referred to shall be deemed to be self-executing, Mortgagor, after the allowance of a condemnation claim or award, and the ascertainment of the amount due thereon, and the issuing of a warrant by the condemnor for the payment thereof, shall execute, at Mortgagee's request, and forthwith deliver to Mortgagee, a valid assignment in recordable form, assigning all of such condemnation claims, awards or damages to Mortgagee, but not in excess of an amount sufficient to pay, satisfy, and discharge the principal sum of this Mortgage and any advances made by Mortgagee as herein provided then remaining unpaid, with interest thereon at the rate specified in the Note which this Mortgage secures, to the date of payment, whether such remaining principal sum is then due or not by the terms of said Note or of this Mortgage.

12. **Waiver of Exemption.** Mortgagor waives all rights of exemption pertaining to real or personal property as to any Debt secured by or that may be secured by this Mortgage, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Mortgaged Property be set off against any part of the Debt secured hereby.

13. **Governmental Compliance.** Mortgagor shall comply with all laws, governmental standards, and regulations applicable to Mortgagor or the Mortgaged Property with regards to occupational safety, hazardous waste and materials, and environmental matters. Mortgagor shall promptly notify the Mortgagee of its receipt of any nature of a violation by Mortgagor or the Mortgaged Property of any such law, standard, or regulation. Mortgagor represent and warrant to Mortgagee that there is not now, or will there be in the future, any asbestos or other harmful or regulated substances in the Mortgaged Property or on the Mortgaged Property or pending claims relating thereto. Mortgagor shall indemnify and hold Mortgagee harmless for any and all loss incurred by Mortgagee as a result of Mortgagor's breach of this warranty and representation. This indemnification shall survive the payment of the Note, the exercise of any right or remedy under the Note or any Loan Document, any subsequent sale or transfer of the

Mortgaged Property, and all similar or related events or occurrences.

ASSIGNMENT OF LEASES AND RENTS

14. **Assignment of Rents and Leases.** In consideration of Mortgagee's making the loan evidenced by the Note and for other good and valuable consideration, and to secure the prompt payment of the Debt, with the interest thereon, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Loan Documents, Mortgagor does hereby sell, assign and transfer unto the Mortgagee all Leases and subleases of all or part of the Mortgaged Property, including without limitation the Existing Leases (if any), and all Rents. It is the intention of the parties that this assignment of rents and leases shall be a present assignment, and to hereby establish an absolute transfer and assignment (but not a delegation of duties) of all the said leases, subleases and agreements, and all that avails thereof, to the Mortgagee.

15. **Representations and Warranties Related to Existing Leases.** (a) Mortgagor has good title to the Existing Leases and Rents hereby assigned and good right to assign the same, and no other person, corporation or entity has any right, title or interest therein. (b) The Mortgagor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the Existing Leases on the Mortgagor's part to be kept, observed and performed. (c) The Mortgagor has not previously sold, assigned, transferred, mortgaged or pledged the Existing Leases or the Rents, whether now due or hereafter to become due. (d) No Rents due for any period subsequent to the month next succeeding the date of this Mortgage have been collected on the Existing Leases, and no payment of any of the Rents has otherwise been anticipated, waived, released, discounted, set off or otherwise discharged or compromised. (e) The Mortgagor has not received any funds or deposits from any lessee in excess of one month's rent for which credit has not already been made on account of accrued rents. (f) Mortgagor shall not renew or otherwise extend the term of the Existing Leases; provided, however, that nothing herein contained shall prevent the Mortgagor, upon expiration of the now-current term (or other expiration or termination) of the Existing Leases, from leasing the property covered thereby to the lessee thereunder by a lease or leases expressly subject and fully subordinate to the lien, assignment and security interest of this mortgage. (g) To the best of the Mortgagor's knowledge, the lessees under the Existing Leases are not in default under any of the terms hereof.

16. **Covenants Relating to Rents and Leases.** The Mortgagor covenants and agrees that the Mortgagor shall: (a) observe, perform and discharge all obligations, covenants, and warranties provided for under the terms of the Leases to be kept, observed and performed by the Mortgagor, and shall give prompt notice to the Mortgagee in the event the Mortgagor fails to observe, perform, and discharge the same; (b) enforce or secure in the name of the Mortgagee the performance of each and every obligation, term, covenant, condition and agreement to be performed by any lessee under the terms of the Leases; (c) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the Mortgagor and any lessee thereunder, and, upon request by the Mortgagee to do so in the name and on behalf of the Mortgagee but at the expense of the Mortgagor, and to pay all costs and expenses of the Mortgagee, including reasonable attorneys' fees, in any action or proceeding in which the Mortgagee may appear; (d) not receive or collect any Rents from any present or future lessee of the Mortgaged Property or any of the Improvements, or any part thereof, for a period of more than one month in advance, or pledge, transfer, mortgage or otherwise encumber or assign future payments of the Rents; (e) not waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any lessee of the Mortgaged Property of and from any obligations, covenants, conditions and agreements by said lessee to be kept, observed and performed, including the obligation to pay rent in the manner and at the place and time specified in any Lease; (f) not cancel, terminate or consent to any surrender of any Lease, or modify or in any way alter the terms thereof without, in each such instance, the prior written consent of the Mortgagee; (g) upon Mortgagee's request, furnish the Mortgagee with the name and address of all lessees under the Leases, the term of such Leases, a description of the premises covered thereby, and a copy of such Lease; and (h) execute all such further assignments of such Lease and the Rents therefrom as the Mortgagee may require.

17. **Mortgagee Shall Have No Obligations with Respect to Leases.** The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, subleases or rental agreements relating to the Mortgaged Property, and the Mortgagor shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases, subleases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases, sublease or agreements. Should the Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against the Mortgagee in connection with any one or more said leases, subleases or agreements, the Mortgagor agrees to reimburse



the Mortgagee for the amount thereof, including costs, expenses and reasonable attorneys' fees, all of which shall be secured by the assignment hereunder and by this Mortgage.

Nothing herein contained shall be construed as constituting Mortgagee as "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by the Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

SECURITY AGREEMENT

18. **Grant of Security Interest.** Mortgagor (the "Debtor" for Uniform Commercial Code purposes), in consideration of Mortgagee (the "Secured Party" for Uniform Commercial Code purposes) making the loan evidenced by the Note, and for other good and valuable consideration, and to secure the prompt payment of the Debt, with interest thereon, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note and in the Loan Documents, does hereby grant to Mortgagee title to and a security interest in such portions of the Mortgaged Property (the "Collateral"), the security interest in and disposition of which is governed by the Alabama Uniform Commercial Code (the "UCC").

19. **Financing Statements.** Mortgagor warrants that no financing statement covering any Collateral or any proceeds thereof is on file in any public office, except for financing statements specifically set forth on Exhibit "A" attached hereto, and except for the financing statements executed by Mortgagor and Mortgagee. This Mortgage shall constitute a financing statement under the UCC. Further, Mortgagor authorizes Mortgagee to file financing statements pursuant to the UCC in form satisfactory to Mortgagee as to the Mortgaged Property, and Mortgagor will pay the cost of filing the same in all public offices wherever filing is deemed by the Mortgagee to be necessary or desirable. Mortgagor authorizes Mortgagee to prepare and to file financing statements covering the Collateral and the Mortgaged Property and where applicable to sign the Mortgagor's signature to such financing statements in jurisdictions where Mortgagor's signature is required. Mortgagor promises to pay the Mortgagee the fees incurred in filing the financing statements, including but not limited to mortgage recording taxes payable in connection with filings on fixtures, which fees shall become part of the indebtedness secured hereby.

20. **Representations of Mortgagor.** Mortgagor represents that its name has always been as set forth on the first page of this Mortgage, except as otherwise disclosed in writing to Mortgagee. Mortgagor shall promptly advise Mortgagee in writing of any change in Mortgagor's name.

MORTGAGEE'S RIGHTS AND REMEDIES UPON DEFAULT

21. **Events of Default.** The Mortgagor shall be deemed in default hereunder upon the occurrence of any of the following events ("Events of Default"): (a) if Mortgagor shall fail to pay, or cause to be paid, the whole or any portion of the principal sum, or any installment of interest thereon, or any other sum the payment of which is hereby secured, as they or any of them mature, either by lapse of time or otherwise, in accordance with the agreements and covenants herein contained; (b) if the Mortgagor defaults in the payment of any mechanic's lien, materialmen's lien, insurance premiums, taxes, or assessments now, or which may hereafter be levied against, or which may become a lien on, said property, (c) if the Mortgagor defaults in any of the covenants, conditions, and agreements herein contained; (d) if Mortgagor or any of Mortgagor's guarantors become insolvent or bankrupt; (e) if a receiver of Mortgagor's or any of Mortgagor's guarantors' property be appointed; (f) if Mortgagor intentionally damages or attempts to remove any improvement upon said Mortgaged Property; (g) if all or any part of the Mortgaged Property is condemned; (h) if it is discovered after the execution and delivery of this instrument that there is a defect in the title to or a lien or encumbrance of any nature on said property prior to the lien hereof, or if there is an error or defect to any agreement between Mortgagor and Mortgagee for which this Mortgage is security or this instrument or in the execution or the acknowledgement thereof, or if a homestead claim is set up to said property or any part thereof adverse to this Mortgage, and if the said Mortgagor shall fail for thirty (30) days after demand by the Mortgagee, or other holder or holders of said indebtedness, to correct such defects in the title or to remove any such lien or encumbrance or homestead claim, or to correct any error in said agreements or this instrument or its execution; or (i) 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 of, or interest on, 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; or (j) if the Mortgagor defaults under the Hedge Agreement.

Further, an Event of Default hereunder shall constitute a default under the Hedge Agreement

22. **Acceleration of Debt.** Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee, or other holder or holders of the indebtedness secured by this Mortgage, or any part thereof, shall have the option or right, without notice or demand, to declare all of said indebtedness then remaining unpaid immediately due and payable, and may immediately or at any time thereafter foreclose this Mortgage by the power of sale hereunder described or by suit, as such Mortgagee, or other holder or holders of said indebtedness, may elect. Upon such acceleration of the Debt, the Mortgagor covenants to pay, in addition to all other amounts due, interest on the Debt until paid at the rate set forth in said Note.

23. **Access to Property; Foreclosure Sale.** Upon the occurrence of an Event of Default or at any time thereafter, in addition to all other rights herein conferred on the Mortgagee, the holder of the debt hereby secured shall have the right to enter upon and take possession of the Mortgaged Property and either after or without taking such possession of the same, sell the Mortgaged Property at public outcry, in front of the courthouse door of the county wherein said Mortgaged Property is located, to the highest bidder for cash, either in person or by auctioneer, after first giving twenty-one (21) days' notice of the time, place, and terms of such sale by publication once a week for three (3) successive weeks in some newspaper published in said county, and, upon the payment of the purchase money, the Mortgagee or any person conducting said sale for it is authorized and empowered to execute to the purchaser at said sale a deed to the property so purchased in the name and on behalf of Mortgagor. The certificate of the holder of the mortgage indebtedness, appointing said auctioneer to make such sale, shall be prima facie evidence of his authority in the premises. Alternatively, the equity of redemption from this Mortgage may be foreclosed by suit in any court of competent jurisdiction as now provided by law in the case of past due mortgages. The Mortgagee, or the then holder of the indebtedness hereby secured, may bid at any such sale and become the purchaser of said property if the highest bidder therefor.

The proceeds of any such sale shall be applied (a) to the expenses incurred in making the sale, preparing the Mortgaged Property for sale, and in all prior efforts to effect collection of the indebtedness secured hereby, including a reasonable attorney's fee, or reasonable attorneys' fees, for such services as may be, or have been necessary in any one or more of the foreclosure of this Mortgage, of the collection of said indebtedness, and of the pursuit of any efforts theretofore directed to that end, including, but without limitation to, the defense of any proceedings instituted by the Mortgagor or anyone liable for said indebtedness or interest in the Mortgaged Property to prevent or delay, by any means, the exercise of said power of sale on the foreclosure of this Mortgage; (b) to the payment of whatever sum or sums Mortgagee may have paid out or become liable to pay, in carrying out the provisions of this Mortgage, together with interest thereon; (c) to the payment and satisfaction of said principal indebtedness and interest secured by this Mortgage thereon to the day of sale; and (d) the balance, if any, shall be paid over to Mortgagor, or Mortgagor's successors or assigns. In any event, the purchaser under any foreclosure sale, as provided herein, shall be under no obligation to see to the proper application of the purchase money.

24. **Rents and Leases.** Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee, at its option, shall have the right, power and authority to exercise and enforce any or all of the following rights and remedies with respect to the Rents and Leases: (a) to terminate automatically, without the necessity of taking any action, the license granted to the Mortgagor herein to collect the Rents; (b) to without taking possession, in the Mortgagee's own name to demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and reasonable costs and expenses of collection, including reasonable attorneys' fees, to apply the net proceeds thereof to the Debt in such order and amounts as the Mortgagee may choose, or to hold the same in a reserve as security for the Debt; (c) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver to be appointed by court, to enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof for the account of the Mortgagor, to make, modify, enforce, cancel or accept surrender of any Lease, remove and evict any lessee or sublessee, increase or reduce rents, decorate, clean and make repairs, perform remediation and otherwise do any act or incur any cost or expenses the Mortgagee shall deem proper to protect the security hereof, as fully and to the same extent as the Mortgagor could do if in possession, and in such event to apply any funds so collected to the operation and management of the Mortgaged Property (including payment of reasonable management, brokerage and attorneys' fees) and payment of the Debt in such order and amounts as the Mortgagee may choose (or hold the same in reserve as security for the Debt); and (d) to take whatever legal proceedings may appear necessary or desirable to enforce any obligation or covenant or agreement of the Mortgagor under this mortgage.

The collection of the Rents and application thereof (or holding thereof in reserve) as aforesaid or the entry upon and taking possession of the Property or both shall not cure or waive any default or waive, modify or affect any notice of default under this mortgage, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by the Mortgagee, once exercised, shall continue for so long as the Mortgagee shall elect, notwithstanding that the collection and application aforesaid of

the Rents may have cured the original default. If the Mortgagee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

25. **No Waiver of Event of Default.** The collection of the rents and application thereof as aforesaid or the entry upon and taking possession of the Mortgaged Property or both shall not cure or waive any default or waive, modify or affect any notice of default under this Mortgage, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by the Mortgagee, once exercised, shall continue for so long as the Mortgagee shall elect, notwithstanding that the collection and application of the rents may have cured the original default. If the Mortgagee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

26. **Judicial Proceedings; Right to Receiver.** Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee, in lieu of, or in addition to, exercising the power of sale described above, may proceed by suit to foreclose its lien on, security interest in, and assignment of the Mortgaged Property, to sue the Mortgagor for damages on account of or arising out of said default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. In the event of default, the Mortgagor agrees that the Mortgagee shall be entitled without the necessity of a hearing or notice to Mortgagor to the appointment of a receiver to take care of the Mortgaged Property, to collect the rents, issues, and profits, and to keep the Mortgaged Property in good repair, and to apply the rents, issues and profits to the payment of the debts secured hereby.

27. **Rights of a Secured Party.** Upon the occurrence of an Event of Default, the Mortgagee, in addition to any and all remedies it may have or exercise under this Mortgage, the Note, the Loan Documents, the other Debt instruments or under applicable law, may immediately and without demand, exercise any and all of the rights of a secured party upon default under the Uniform Commercial Code, all of which shall be cumulative. Such rights shall include, without limitation: (a) The right to take possession of the Collateral without judicial process and to enter upon any premises where the Collateral may be located for the purposes of taking possession of, securing, removing, and/or disposing of the Collateral without interference from Mortgagor and without any liability for rent, storage, utilities, or other sums; (b) The right to sell, lease, or otherwise dispose of any or all of the Collateral, whether in its then condition or after further processing or preparation, at public or private sale; and unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee shall give to Mortgagor at least ten (10) days' prior notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition of the Collateral is to be made, all of which Mortgagor agrees shall be reasonable notice of any sale or disposition of the Collateral; (c) The right to require Mortgagor, upon request of Mortgagee, to assemble and make the Collateral available to Mortgagee at a place reasonably convenient to Mortgagor and Mortgagee; and (d) The right to notify account debtors, and demand and receive payment therefrom.

To effectuate the rights and remedies of Mortgagee upon default, Mortgagor does hereby irrevocably appoint Mortgagee attorney-in-fact for Mortgagor, with full power of substitution to sign, execute, and deliver any and all instruments and documents and do all acts and things to the same extent as Mortgagor could do, and to sell, assign, and transfer any collateral to Mortgagee or any other party.

28. **Access to Property; Operation of Property by Mortgagee.** Upon the occurrence of an Event of Default or at any time thereafter, in addition to all other rights herein conferred on the Mortgagee, the Mortgagee (or any person, firm or corporation designated by the Mortgagee) may, but will not be obligated to, enter upon and, without taking possession thereof, inspect or cause to be inspected, the Mortgaged Property, including testing for hazardous substances, and/or to take possession of any or all of the Mortgaged Property, exclude the Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that the Mortgagor could do so, without any liability to the Mortgagor resulting therefrom; and the Mortgagee may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of the Mortgagor with respect to the Mortgaged Property.

29. **Waiver of Automatic Stay.** Mortgagor further agrees that in the event it or its shareholders or creditors (if applicable) shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition for relief under Title 11 of the United States Code, as amended; (ii) be the subject of any order for relief issued under such Title 11 of the United States Code, as amended; (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief

for debtors; (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator; or (v) be the subject of any order, judgment or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Mortgagee shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the United States Code, as amended or otherwise, on or against the exercise of the rights and remedies otherwise available to Mortgagee as provided in this Mortgage or any other agreement, and as otherwise provided by law, and Mortgagor hereby waives the benefits of such automatic stay and consents and agrees to raise no objection to such relief.

30. **Waiver and Election.** No failure or delay of Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or construed as a waiver of its right to exercise such option or to declare such on the part of Mortgagor. The procurement of insurance or the payment of taxes or other liens, debts, or charges by Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, debts, liens, or charges.

MISCELLANEOUS PROVISIONS

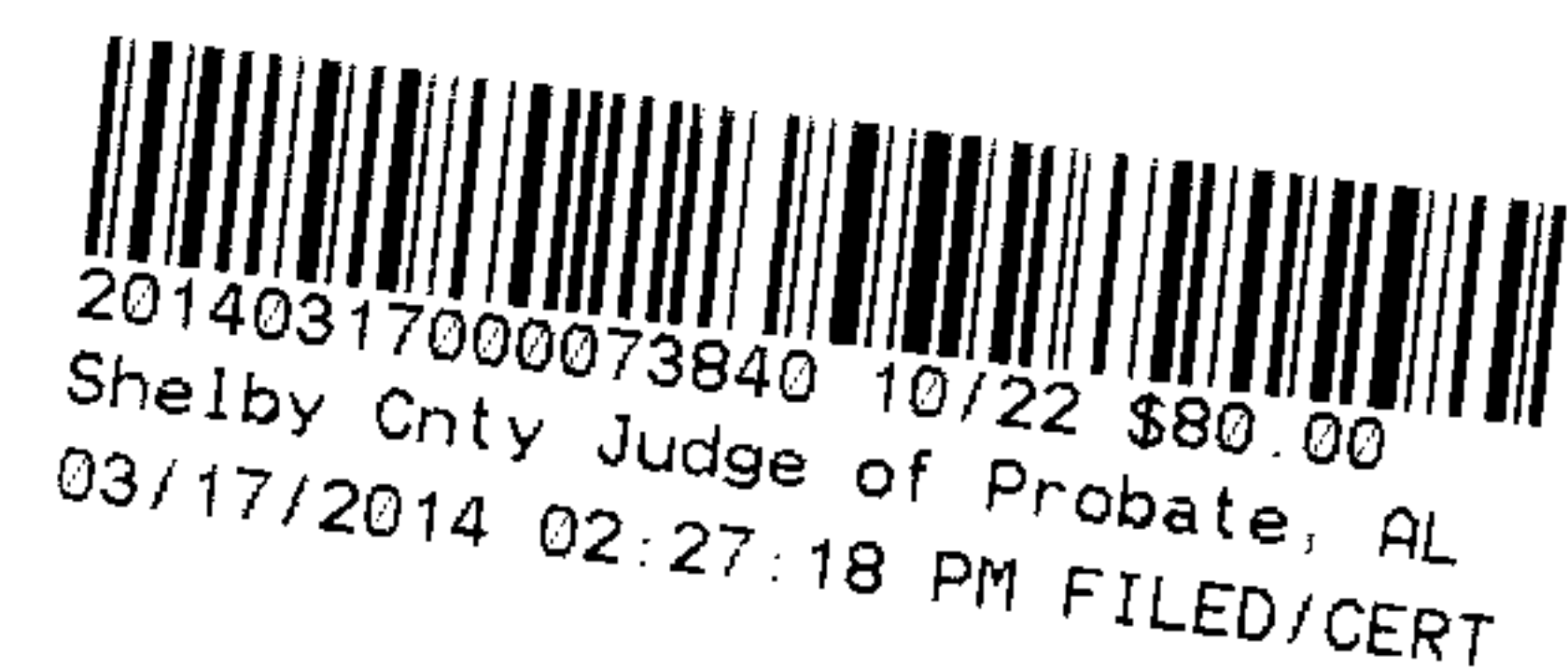
31. **Mortgagor to Pay Attorneys' Fees and Costs.** Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred or paid by Mortgagee in collecting or securing, or attempting to collect or secure, the indebtedness secured hereby, the Note, or any part thereof, or in defending or attempting to defend the priority of this Mortgage against any lien on the Mortgaged Property, unless this Mortgage is herein expressly made subject to any such lien; and/or all costs incurred in the foreclosure of this Mortgage, either under the power of sale stated herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred or paid by Mortgagee shall be a part of the debt secured by the Mortgage, in addition to the indebtedness specially secured hereby; it shall bear interest from the date it is paid or incurred at the rate set forth in the Note plus two percentage points (2%); and it shall be at once due and payable. All expenses incurred by Mortgagee, including attorneys' fees, in compromising, adjusting, or defending against lien claims or encumbrances sought to be fixed upon the property hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the debt hereby secured.

If Mortgagee shall be made a party to any suit involving the title to the property hereby conveyed and employs an attorney to represent it therein, or if Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereby conveyed that purports to be superior to the lien of this Mortgage in any respect, Mortgagor will pay to Mortgagee, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by Mortgagee, the same shall be secured by the lien of this Mortgage in addition to the indebtedness specially secured hereby, and shall bear interest from the date it is paid or incurred at the rate set forth in the Note plus two percentage points (2%), and shall be at once due and payable.

32. **Modifications or Extensions Not Affecting Security.** The parties expressly agree that: (a) any indebtedness at any time secured hereby may be extended, rearranged or renewed, and that any part of the security herein described may be waived or released without in any way altering, varying, or diminishing the force, effect, or lien of this instrument; (b) this instrument shall continue as a first lien on all of said lands and Mortgaged Property and other property and rights covered hereby and will not be expressly released until all sums with interest and charges hereby secured are fully paid; (c) no other security now existing or hereafter taken to secure the payment of said indebtedness or any part thereof shall in any manner be impaired or affected by the execution of this instrument; (d) no security subsequently taken by Mortgagee or other holder or holders of said indebtedness shall in any manner impair or affect the security given by this instrument; and (e) all security for the payment of said indebtedness or any part thereof shall be taken, considered and held as cumulative.

33. **Covenant Against Sale, Lease or Transfer.** In the event of any change in the present ownership of all or any part of the Mortgaged Property or any interest therein, either by affirmative action, by operation of law or otherwise, or in the event any further encumbrance of the Mortgaged Property is created without Mortgagee's prior written approval, Mortgagee may, at its option, declare the indebtedness due and payable in full.

34. **Books and Records.** Mortgagor shall keep and maintain at all times full, true and accurate books of accounts and records, adequate to reflect correctly the results of the operation of the Mortgaged Property. Upon request of Mortgagee, Mortgagor shall furnish to Mortgagee (i) within ninety (90) days after the end of Mortgagor's fiscal year a balance sheet and statement of income



and expenses, both in reasonable detail and form satisfactory to Mortgagee and certified by an independent certified public accountant, and (ii) within ten (10) days after request therefor from Mortgagee, a rent schedule of the Mortgaged Property, certified by the Mortgagor, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date and the rent paid.

35. **Liquidation of other Collateral.** If the indebtedness secured hereby, or any other debt owed by Mortgagor to Mortgagee, is now or hereafter further secured by security interest or mortgages, pledges, contracts of guaranty, assignments of leases or other securities, the Mortgagee may, at its option, exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as the Mortgagee may determine.

36. **Estoppel Affidavits.** Within ten (10) days after written request from the Mortgagee, Mortgagor shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Note and other Debt and whether or not any offsets or defenses exist against any principal and interest.

37. **Notices.** Wherever and whenever in this Mortgage it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be given or served, and shall not be deemed to have been given or served unless in writing and forwarded by registered or certified mail, return receipt requested, or by overnight professional courier, addressed to the addresses of the parties indicated at the beginning of this Mortgage, or to such other address as either party may have given to the other by notice as hereinabove provided. Such notice shall be deemed given and shall be effective upon deposit in the United States Mail postage prepaid or into the hands of an overnight professional courier, all charges prepaid, addressed to the above addresses or to such other address as either party may have given to the other by notice as hereinabove provided. Actual notice to Mortgagors or Mortgagee shall always be effective no matter how given or received.

38. **Assignment of Liabilities.** If at any time or times by sale, assignment, negotiation, pledge, or otherwise, Mortgagee transfers any or all of the indebtedness or instruments secured hereby, such transfer shall, unless otherwise specified in writing, carry with it Mortgagee's rights and remedies hereunder with respect to such indebtedness or instruments transferred, and the transferee shall become vested with such rights and remedies whether or not they are specifically referred to in the transfer. If and to the extent Mortgagee retains any of such indebtedness or instruments, Mortgagee shall continue to have the rights and remedies herein set forth with respect thereto.

39. **Meaning of Particular Terms.** Singular or plural words used herein to designate the Mortgagor shall be construed to refer to the maker or makers of this Mortgage, whether one or more persons or a corporation, and all covenants and agreements herein contained shall bind the successors and assigns of the Mortgagor, and every option, right, and privilege herein reserved or secured to Mortgagee shall inure to the benefit of its successors and assigns. The headings of the sections hereof are for convenience or reference only, and are not to be considered a part hereof, and shall not limit or affect any of the terms hereof.

40. **Enforceability; Remedies Cumulative.** The unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions herein contained unenforceable or invalid. All rights or remedies of Mortgagee hereunder are cumulative and not alternative, and are in addition to those provided by law.

41. **Hedge Agreement.** Mortgagor and Mortgagee may from time to time be parties to an ISDA Master Agreement, the schedules attached thereto and one or more confirmations issued in connection therewith (collectively, the "Hedge Agreement"), under the terms of which Mortgagor and Mortgagee have entered into one or more of the following types of transactions: interest rate swap, cap, floor, collar or option. Mortgagor hereby agrees that all of its obligations under the Hedge Agreement (including but not limited to all of the obligations arising out of any prepayment provision associated with the Hedge Agreement) shall be part of the "Debt" as that term is used herein. Mortgagor further agrees that the Mortgaged Property, shall be security for the payment and performance of all of the Mortgagor's obligations under the Hedge Agreement, and that the grant of the lien contained in this Mortgage is intended to be the grant of a lien against the Mortgaged Property to secure all of the Debt which shall include the obligations of Mortgagor under the Hedge Agreement. Mortgagor further agrees that (i) a default under this Mortgage shall constitute an Event of Default (as that term is defined in the Hedge Agreement) under the Hedge Agreement, and (ii) the occurrence of an Event of Default under The Hedge Agreement shall constitute a default under this Mortgage, and Mortgagee shall thereafter have all rights and remedies following a default under the Mortgage and the occurrence of an Event of Default under the Hedge Agreement.

IN WITNESS WHEREOF, the party constituting Mortgagor has hereto set his hand and seal hereto effective as of the date first above written.

D. Bruce Irwin, MD L.S.
D. Bruce Irwin (Individually)
(a/k/a D. Bruce Irwin, MD, a/k/a Donald Bruce Irwin)

AMERICAN FAMILY CARE, INC., an Alabama corporation

BY: Randy Johansen
Name: Randy Johansen
Title: President

BY: D. Bruce Irwin, MD
Name: D. Bruce Irwin (also known as D. Bruce Irwin, MD,
also known as Donald Bruce Irwin)
Title: Chief Executive Officer

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that D. Bruce Irwin (also known as D. Bruce Irwin, MD, also known as Donald Bruce Irwin), whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13th day of March, 2014.

Wendy Nicole Hardage
NOTARY PUBLIC
My Commission Expires: 7/2/14

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Randy Johansen whose name as President of AMERICAN FAMILY CARE, INC., an Alabama 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 13th day of March, 2014.

Bonnie L. Seavins
NOTARY PUBLIC
My Commission Expires: 2/19/17

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that D. Bruce Irwin (also known as D. Bruce Irwin, MD, also known as Donald Bruce Irwin) whose name as Chief Executive Officer of AMERICAN FAMILY CARE, INC., an Alabama 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 13th day of March, 2014.

Wendy Nicole Hardegree
NOTARY PUBLIC
My Commission Expires: 7/2/14

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:

Wendy Hardegree Davis
ENGEL, HAIRSTON & JOHANSON, P.C.
109 North 20th Street, Fourth Floor
P.O. Box 11405
Birmingham, Alabama 35202
(205) 328-4600



20140317000073840 13/22 \$80.00
Shelby Cnty Judge of Probate, AL
03/17/2014 02:27:18 PM FILED/CERT

EXHIBIT "A"

Parcel I: (6631 Park Drive, Daphne, Alabama, 36526)

Beginning at the Northwest corner of Lot 29, Daphne Hills Subdivision, as recorded in Map Book 7, Page 82, in the Office of the Judge of Probate, Baldwin County, Alabama; said point being on the East right of way line of U.S. Highway No. 98; run thence North 19 degrees, 57 minutes, 51 seconds West along said East right of way line of U.S. Highway No. 98, a distance of 70.52 feet to a point; thence parallel with the North line of Lots 25 through 29 of said Daphne Hills Subdivision, run South 89 degrees, 43 minutes, 16 seconds East 94.00 feet to a point; thence run South 77 degrees, 11 minutes, 42 seconds East 244.38 feet to a point; thence run South 00 degrees, 25 minutes East 205.16 feet to the point on the North right of way line of Yancey Road; thence along said North right of way line of Yancey Road run South 89 degrees, 35 minutes West 202.00 feet to a point on the aforementioned East right of way line of U.S. Highway No. 98; thence along said East right of way line U.S. Highway No. 98 run North 53 degrees, 34 minutes, 51 seconds West 62.64 feet to a point; thence continuing along said East right of way line of U.S. Highway No. 98 run North 19 degrees, 57 minutes, 51 seconds West 167.86 feet to the point of beginning.

Together with an non-exclusive reciprocal easement for ingress and egress 38 feet in width lying North of and immediately adjacent to the North boundary of the above described parcel of land and being more particularly described as follows:

Commencing at the Northwest corner of Lot 29, Daphne Hills Subdivision, as recorded in Map Book 7, Page 82, in the Office of the Judge of Probate, Baldwin County, Alabama; said point being on the East right of way line of U.S. Highway No. 98; run thence North 19 degrees, 57 minutes, 51 seconds West along said East right of way line of U.S. Highway No. 98, a distance of 70.52 feet to the point of beginning of the easement herein described; thence continuing North 19 degrees, 57 minutes, 51 seconds West along said East right of way line of U.S. Highway No. 98, run 40.50 feet to a point; thence run South 89 degrees, 43 minutes, 16 seconds East 112.19 feet to a point; thence run South 77 degrees, 11 minutes, 42 seconds East 248.54 feet to a point; thence run South 12 degrees, 48 minutes, 18 seconds West 38.00 feet to a point; thence run North 77 degrees, 11 minutes, 42 seconds West 244.38 feet to a point; thence run North 89 degrees, 43 minutes, 16 seconds West 94.00 feet to the point of beginning of said easement.

Situated in Baldwin County, Alabama.

Parcel II: (7559 Hwy 72 West, Madison Alabama 35758)

Lot IE of the McCrary-Crunk Commercial Subdivision, a Resubdivision of Tract 1C of a Resubdivision of Tract 1B of a Resubdivision of Tract 1 and Lot 5 of a Resubdivision of Tract 1 of McCrary-Crunk Commercial Subdivision, a part of Section 27, Township 3 South, Range 2 West, according to the plat of survey recorded as Instrument Number 20041217000572500 in the Probate Records of Madison County, Alabama.

Parcel III: (8151 Whitesburg Drive, Huntsville, Alabama 35802)

Lot 8, according to the Plat of Resubdivision of Lot 6, of Lily Flagg Manor, as recorded in Plat Book 22, Page 64, in the Office of the Judge of Probate of Madison County, Alabama.

Situated in Madison County, Alabama.

Parcel IV: (6910 Vaughn Road, Montgomery, Alabama, 36116)

Lot A, according to the Map of Bellwood Commercial Plat No. 4-A, as said Map appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 34, at Page 248.

Situated in Montgomery County, Alabama.

Parcel V: (2757 Green Springs Hwy, Birmingham, Alabama 35209)

Lot 1-E, a Resurvey of Lots 1-C and 1-D, according to the Survey of Ted's Addition to Beacon Park, as recorded in Map Book 112, Page 32, in the Probate Office of Jefferson County, Alabama.

Situated in Jefferson County, Alabama.

Parcel VI: (1664 Forestdale Blvd., Birmingham, Alabama 35214)

Tract I:

A parcel located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 12, Township 17 South, Range 4 West, Jefferson County, Alabama, more particularly described as follows:

Commence at the NE corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 12; thence run West on the Quarter-Quarter line for 143.33 feet to the point of beginning; thence continue on the same line for 217.09 feet; thence left 98 degrees, 23 minutes, 20 seconds for 50.0 feet; thence left 89 degrees, 58 minutes, 47 seconds for 226.0 feet; thence left 117 degrees, 37 minutes, 41 seconds for 25 feet to the point of beginning.

Tract II:

A tract of land located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 12, Township 17 South, Range 4 West, Jefferson County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 12; thence run West on the Quarter-Quarter line for 360.42 feet; thence left 98 degrees, 23 minutes, 20 seconds for

50.0 feet to the point of beginning; thence continue on the same line for 217.40 feet; thence left 85 degrees, 34 minutes, 47 seconds for 115.96 feet; thence left 87 degrees, 13 minutes, 33 seconds for 25.0 feet; thence right 91 degrees, 06 minutes, 00 seconds for 70.0 feet; thence left 30 degrees, 42 minutes, 01 seconds for 117.11 feet; thence left 93 degrees, 31 minutes, 30 seconds for 4.93 feet; thence right 99 degrees, 05 minutes, 43 seconds for 10.21 feet; thence left 99 degrees, 46 minutes, 20 seconds for 174.0 feet; thence left 62 degrees, 22 minutes, 19 seconds for 226.0 feet to the point of beginning.

Situated in Jefferson County, Alabama.

Parcel VII: (5892 Trussville Crossings Parkway, Trussville Alabama, 35235)

Lot 2, according to the Survey of Colonial Promenade at Trussville, as recorded in Map Book 198, Page 29, in the Probate Office of Jefferson County, Alabama.

Situated in Jefferson County, Alabama.

Parcel VIII: (1680 Montgomery Hwy, Hoover Alabama, 35216)

Tract I:

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 12, Township 19 South, Range 3 West, of Jefferson County, Alabama, more particularly described as follows:

Commence at the NW corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run thence Eastwardly along the North line thereof 576.97 feet to a point on the West right of way line of U.S. Highway No.31; thence run Southwardly along said right of way line 648.20 feet to a point on the Southerly right of way line of the New Patton Chapel Road, said point being the point of beginning of the property herein described; thence continue Southwardly along said right of way line of U.S. Highway No. 31, 140.80 feet; thence turn 89 degrees, 01 minutes, 30 seconds right and run Westwardly 135.88 feet; thence turn 76 degrees, 27 minutes right and run Northwestwardly 35.18 feet; thence turn 90 degrees, 00 minutes left and run Southwestwardly 99.40 feet to a point on the Northeasterly right of way line of Old Columbiana Road; thence turn 86 degrees, 16 minutes right and run Northwestwardly along last said right of way line 59.10 feet; thence turn 48 degrees, 44 minutes right and run Northeastwardly 23.04 feet to a point on the Southerly right of way line of the New Patton Chapel Road; thence turn 45 degrees, 00 minutes right and run Northeastwardly along last said right of way line 138.76 feet to the beginning of a curve to the right having a radius of 1,121.24 feet; thence continue Northeastwardly along the arc of said curve and along last said right of way line 115.63 feet to the point of beginning.

Tract II:

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 12, Township 19 South, Range 3 West, of Jefferson County, Alabama more particularly described as follows:

Commence at the NW corner of said $\frac{1}{4}$ $\frac{1}{4}$ section and run thence eastwardly along the north line thereof 576.97 feet to a point on the west right of way line of U. S. Highway No. 31; thence run southwardly along said right of way line 789.00 feet to the point of beginning of the property herein described; thence continue southwardly along said right of way line 75.00 feet to the NE corner of a tract of land conveyed to the Alabama Power Company; thence turn $89^{\circ}01'30''$ right and run westwardly along the north line of said tract 212.70 feet to the NW corner thereof, said point being on the northeasterly right of way line of Old Columbiana Road; thence turn $72^{\circ}43'$ right and run northwestwardly along last said right of way line 90.00 feet; thence turn $93^{\circ}44'$ right and run eastwardly 99.40 feet; thence turn $90^{\circ}00'$ right and run southeastwardly 35.18 feet; thence turn $76^{\circ}27'$ left and run eastwardly 135.88 feet to the point of beginning.

Less and except that portion of subject property condemned by Jefferson County, Alabama in Case No. 197247, recorded in Book LR200804, Page 18806 and Case No. 2008-1746, recorded in Book LR201211, page 25644.

Parcel IX: (9772 Parkway East, Birmingham, Alabama 35215)

Lot 2, according to the Map and Survey of A.F.C. of Roebuck, as recorded in Map Book 187, Page 55, in the Judge of Probate Office of Jefferson County, Alabama.

Together with a perpetual, exclusive easement in, over and to any portion of the following described property, provided that the same is contiguous to the above-referenced Lot 2, for purposes of locating, relocating, installing, constructing, maintaining and using a parking Lot of Eleven (11) spaces, including Two (2) handicapped spaces, to service the said Lot 2: An acreage tract situated in the NW $\frac{1}{4}$ of Section 31, Township 16 South, Range 1 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the NW corner of the NW $\frac{1}{4}$ of said Section 31, Township 16 South, Range 1 West; thence run South along the West line of said NW $\frac{1}{4}$ for 814.70 feet to a point on the South line of Lot 2 of the A.F.C. of Roebuck Survey as recorded in Map Book 187, Page 55 in the Judge of Probate Office of Jefferson County, Alabama, said point being the point of beginning of the parcel herein described; thence continue South along the last described course and along the East line of Lot 1 of said A.F.C. of Roebuck Survey for 219.63 feet to the SE corner of said Lot 1 and the NE corner of Lot 11, Block 1 of Roebuck Park as recorded in Map Book 18, Page 47 in the Judge of Probate Office of Jefferson County, Alabama; thence run South along the East line of said Lot 11 for 100.00 feet to the NE corner of Lot 1 of The Champion Lincoln Mercury Survey as recorded in Map Book 164, Page 82 in the Judge of Probate Office of Jefferson County, Alabama; thence turn 0 degrees, 29 minutes, 44 seconds right and run Southerly along the East line of said Lot 1 of The Champion Lincoln Mercury Survey for 43.44 feet to a point on the Westerly right of way line of Parkway East (Alabama Highway No. 75); thence turn 165 degrees, 49 minutes, 34 seconds left to the chord of a curve to the left, said curve subtending a central angle of 1 degrees, 38 minutes, 01 seconds and having a radius of 11,356.84 feet; thence run Northeasterly along the arc of said curve and along said right of way line for 323.83 feet to the end of said curve; thence from the chord of said curve turn 0 degrees, 05 minutes, 42 seconds left and run Northeasterly for 27.57 feet to the SE corner of said Lot 2 of the A.F.C. of Roebuck Survey; thence turn 90 degrees, left and

run Northwesterly along the South line of said Lot 2 for 91.54 feet to the point of beginning.

Situated in Jefferson County, Alabama.

Parcel X: (2970 Pelham Pkwy, Pelham, Alabama 35124)

A parcel of land located in the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Northwest corner of Lot One of Lunceford's Industrial Park as recorded in Map Book 7, Page 133, in the Office of the Judge of Probate of Shelby County, Alabama; thence run South 88 degrees, 03 minutes, 03 seconds East along the North line of said Lot One and the South right of way of First Alabama Bank Drive a distance of 241.87 feet to the point of beginning; thence continue last course 183.50 feet to a clockwise curve on said right of way having a delta angle of 23 degrees, 35 minutes, 46 seconds and a radius of 166.50 feet; thence run along the arc of said curve 68.57 feet to the point of tangent; thence run South 64 degrees, 27 minutes, 17 seconds East a distance of 86.53 feet to a point on the West right of way of U.S. Highway #31; thence run South 25 degrees, 32 minutes, 43 seconds West 185.75 feet; thence run North 47 degrees, 26 minutes, 00 seconds West 336.06 feet to the point of beginning; being situated in Shelby County, Alabama.

Situated in Shelby County, Alabama.

Parcel XI: (2147 Riverchase Office Rd, Hoover, Alabama 35244)

Lot 1, according to the Survey of Irwin's Subdivision as recorded in Map Book 43, page 122, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

- i) Taxes and assessments for the year 2014, a lien but not yet payable;
- ii) Easement granted Park City Water & Fire Authority as recorded in Book 243, Page 691, in the Probate Office of Baldwin County. (Parcel I)
- iii) Right of way to The Utilities Board of the City of Foley as recorded in Instrument #529770, in the Probate Office of Baldwin County. (Parcel I)
- iv) Rights of others in and to the use of the easement recorded in Real 247, page 1081 and Real 564, page 744, in the Probate Office of Baldwin County. (Parcel I)
- v) Building line(s) as shown by recorded map. (Parcel II)
- vi) Easement(s) as shown by recorded map. (Parcel II)
- vii) Restrictions or Covenants appearing of record in Instrument 20041109000495580, in the Probate Office of Madison County, Alabama. (Parcel II)
- viii) Easement to the Water and Wastewater Board of the City of Madison, as recorded in Instrument 20060804000516570, in the Probate Office of Madison County, Alabama. (Parcel II)
- ix) Rights of tenant, as tenants only, under any unrecorded leases. (Parcel II)
- x) Building line(s) as shown by recorded map. (Parcel III)
- xi) Easement(s) as shown by recorded map. (Parcel III)
- xii) Restrictions appearing of record in Book 672, Page 370 and Book 829, Page 31, in the Probate Office of Madison County, Alabama. (Parcel III)

- xiii) Easement as recorded in Book 993, Page 52, in the Probate Office of Madison County, Alabama. (Parcel III)
- xiv) Easements and building line as shown on recorded map. (Parcel IV)
- xv) Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 199, page 25, Deed Book 421, Page 437 and Rlpy 1185, Page 8, in the Probate Office of Montgomery County, Alabama. (Parcel IV)
- xvi) Right of way for a public road granted to Montgomery County by Deed Book 527, page 119, in the Probate Office of Montgomery County, Alabama. (Parcel IV)
- xvii) Spillage Easement as recorded in Rlpy 2077, page 8, in the Probate Office of Montgomery County, Alabama. (Parcel IV)
- xviii) Storm Drainage Easement to the State of Alabama as recorded in Rlpy 971, page 361, in the Probate Office of Montgomery County, Alabama. (Parcel IV)
- xix) Easement granted to Union Springs Telephone Company, Inc as recorded in Rlpy 1702, page 841, in the Probate Office of Montgomery County, Alabama. (Parcel IV)
- xx) Building line(s) as shown by recorded map. (Parcel V)
- xxi) Easement(s) as shown by recorded map. (Parcel V)
- xxii) Restrictions, covenants, conditions, limitations and release of damages as recorded in Real Volume 1109, Page 745; Real Volume 1248, Page 379; Real Volume 650, Page 461 and Real Volume 230, Page 24, in the Probate Office of Jefferson County, Alabama. (Parcel V)
- xxiii) Joint Driveway Agreement as recorded in Real Volume 1939, Page 410, in the Probate Office of Jefferson County, Alabama. (Parcel V)
- xxiv) Right of Way granted to Alabama Power Company by instrument(s) recorded in Volume 3207, Page 526 and Volume 4955, Page 179, in the Probate Office of Jefferson County, Alabama. (Parcel VI)
- xxv) Right of way for ingress and egress and Release of Damages, recorded in Volume 2695, Page 283, in the Probate Office of Jefferson County, Alabama. (Parcel VI)
- xxvi) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Volume 61, Page 74, in the Probate Office of Jefferson County, Alabama. (Parcel VI)
- xxvii) Easements and building line as shown on recorded map. (Parcel VII)
- xxviii) Covenants, conditions, restrictions, release of damages and easements appearing of record in Instrument No. 9813/3717; Instrument No. 9813/3718 and Instrument No. 200002/2739, in the Probate Office of Jefferson County, Alabama. (Parcel VII)
- xxix) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Instrument No. 9813/3717, in the Probate Office of Jefferson County, Alabama. (Parcel VII)
- xxx) Easement granted to Trussville Partners, Limited Partnership as recorded in Real Volume 4555, Page 944, in the Probate Office of Jefferson County, Alabama (Parcel VII)
- xxxi) Right of way to Jefferson County, as recorded in Real Volume 4527, Page 116 and Real Volume 4285, Page 781, in the Probate Office of Jefferson County, Alabama. (Parcel VII)
- xxxii) Right of way to Jefferson County, as recorded in Instrument No. 200003/2530, in the Probate Office of Jefferson County, Alabama. (Parcel VII)
- xxxiii) Right of Way granted to Alabama Power Company by instrument(s) recorded in Instrument No. 200103/5189 and Instrument No. 200103/5190, in the Probate Office of Jefferson County, Alabama. (Parcel VII)
- xxxiv) Right of Way granted to Alabama Power Company by instrument(s) recorded in Real Volume 240, Page 15; Volume 3286, Page 91 and Volume 5192, Page 588, in the Probate Office of Jefferson County, Alabama (Parcel VIII, Tract I)
- xxxv) Right of way to Jefferson County, Alabama as recorded in Volume 4838, Page 162 and Volume 4838, Page 156, in the Probate Office of Jefferson County, Alabama (Parcel VIII, Tract I)
- xxxvi) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Volume 619, Page 137 and Volume 204, Page 339, in the Probate Office of Jefferson County, Alabama. (Parcel VIII)
- xxxvii) Agreement in regard to sanitary sewer system as set out in Real Volume 4025, Page 421 in the Probate Office of Jefferson County, Alabama. (Parcel VIII)

- xxxviii) Less and except any portion of subject property lying within Condemnation Case No. 197247, as recorded in Book LR200804, page 18806 and Book 200805, page 6602, in the Probate Office of Jefferson County, Alabama.
- xxxix) Less and except any portion of subject property lying within Condemnation Case No. CV2008-1746 as recorded in Book LR201211, page 25644, in the Probate Office of Jefferson County, Alabama.
- xl) Building line(s) as shown by recorded map. (Parcel IX)
- xli) Easement(s) as shown by recorded map. (Parcel IX)
- xl ii) Right of Way granted to Alabama Power Company recorded in Volume 4156, Page 290; Volume 6370, Page 301; Volume 1195, Page 242; Volume 6816, Page 426 and Volume 1196, Page 70, in the Probate Office of Jefferson County, Alabama. (Parcel IX)
- xl iii) Right of way to State of Alabama as recorded in Volume 6533, Page 8 and Volume 6533, Page 10, in the Probate Office of Jefferson County, Alabama. (Parcel IX)
- xl iv) Restrictions recorded in Real Volume 3623, Page 439, in the Probate Office of Jefferson County, Alabama. (Parcel IX)
- xl v) Restrictive covenants contained in instrument recorded in Volume 4350, Page 571 and as referred to in Real Volume 4392, Page 594, in the Probate Office of Jefferson County, Alabama. (Parcel IX)
- xl vi) Rights of others in and to the use of the easement. (Parcel IX)
- xl vii) Less and except any portion of subject property with lies within a roadway or right of way specifically Highway 75. (Parcel IX)
- xl viii) Easements and building line as shown on recorded map. (Parcel X)
- xl ix) Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 245, Page 120; Deed Book 118, Page 581 and Deed Book 171, Page 270, in the Probate Office of Shelby County, Alabama. (Parcel X)
- l) Release of damages as recorded in Real Volume 352, Page 686, in the Probate Office of Shelby County, Alabama. (Parcel X)
- li) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Real Volume 352, Page 686, in the Probate Office of Shelby County, Alabama. (Parcel X)
- lii) Covenants, conditions and restrictions as set out on deed recorded in Instrument # 1999-00024, in the Probate Office of Shelby County, Alabama. (Parcel X)
- liii) Building line(s) as shown by recorded map. (Parcel XI)
- liv) Easement(s) as shown by recorded map. (Parcel XI)
- lv) Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business), as recorded in Shelby Misc. Book 13, Page 50 refiled in Birmingham Real 1236, Page 881 and refiled in Bessemer Real 348, page 837, Amendment No. 1 to Declaration as recorded in Shelby Misc. Book 15, page 189 refiled in Birmingham Real 1294, Page 30 and refiled in Bessemer Real 348, Page 875, further amended by Amendment No. 2 in Shelby Misc. Book 19, page 633, refiled in Birmingham Real 1437, Page 570 and refiled in Bessemer Real 348, Page 878, in the Probate Office of Shelby County, Alabama. (Parcel XI)
- lvi) Restrictions appearing of record in Deed Book 281, Page 340 and Deed Book 333, Page 321, in the Probate Office of Shelby County, Alabama. (Parcel XI)
- lvii) That certain Land Use Agreement between The Harbert-Equitable Joint Venture and Blue Cross Blue Shield of Alabama recorded in Misc. Book 19, Page 690, in the Probate Office of Shelby County, Alabama. (Parcel XI)
- lviii) Utility easements and sanitary sewer easements as shown on survey of Laurence D. Weygand, dated May 19, 1981, a copy of said survey being attached to Deed Book 333, Page 321, in the Probate Office of Shelby County, Alabama. (Parcel XI)
- lix) Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 225, Page 998; Deed Book 225, Page 996; Deed Book 337, Page 300 and Deed Book 337, Page 305, disclaimer filed in connection there with in Instrument 2000-31713, in the Probate Office of Shelby County, Alabama. (Parcel XI)
- lx) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 127, Page 525, in the Probate Office of Shelby County, Alabama. (Parcel XI)
- lxi) Terms and condition of Lease between D. Bruce Irwin and BellSouth Mobility, LLC as evidenced by Memorandum of Lease recorded in Instrument #2001-45424, Amendment to lease as recorded in Instrument 20110412000113510, in the Probate Office of Shelby County, Alabama. (Parcel XI)

- lxii) Easement Agreement between DBI Properties, LLC, and R. Charles Stagner, as recorded in Instrument #1999-50914, in the Probate Office of Shelby County, Alabama. (Parcel XI)
- lxiii) Terms, Conditions, Site Designation Supplement and Memorandum of Sub-Lease between BellSouth Mobility, LLC and Crown Castle South, Inc. as recorded in Instrument 20020909000430150, in the Probate Office of Shelby County, Alabama. (Parcel XI)
- lxiv) Memorandum of Site Lease Acknowledgement Lease between Crown Castle South LLC and Sprint Spectrum LP as recorded in Instrument 20040316000133170, in the Probate Office of Shelby County, Alabama. (Parcel XI)
- lxv) Memorandum of Sublease between Crown Castle South LLC and Celco Partnership d/b/a Verizon Wireless as recorded in Instrument 20131115000449380, in the Probate Office of Shelby County, Alabama. (Parcel XI); and
- lxvi) coal, oil, gas and mineral and mining rights which are not owned by Mortgagor.



20140317000073840 21/22 \$80.00
Shelby Cnty Judge of Probate, AL
03/17/2014 02:27:18 PM FILED/CERT

to the court, you must provide a copy of the instrument with the same as appears on the original.

page 21 of 21

for order of the court, this is the only way to proceed.

20140314000223960 21/21
Bk: LR201411 Pg:22459
Jefferson County, Alabama
03/14/2014 02:37:34 PM MTG
Fee - \$76.00
Mortgage Tax -\$26743.20
Total of Fees and Taxes-\$26819.20
NICOLE


Jefferson County

I, the Undersigned, as Judge of Probate in and for said County, in said State, hereby certify that the foregoing is a full, true and correct copy of the instrument with the filing of same as appears of record in this office in vol. 201411 page 22459

Given under my hand and official seal, this the 14th day of March, 2014.

Alan L. King

Judge of Probate


20140317000073840 22/22 \$80.00
Shelby Cnty Judge of Probate, AL
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