

Shelby Co. - 17% (\$148,000.00)
Covington Co. - 34% (\$299,000.00)
Elmore Co. - 27% (\$248,000.00)
Walker Co. - 22% (\$190,000.00)

16 pgs - 64.00
clock + Top - 6.00
Ref - 1.00
Tax - 1327.50
1398.50

Mortgage Tax 1327.50
Recording Fee 71.00
TOTAL 1398.50

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

20141008000317220 1/16 \$60.00
Shelby Cnty Judge of Probate, AL
10/08/2014 01:27:15 PM FILED/CERT

**STATE OF ALABAMA
COUNTY OF MADISON**

THIS INDENTURE (herein this "Mortgage") made this **30th** day of **September, 2014**, between **PROGRESS BANK**, an Alabama Corporation, hereinafter called the "Lender", whether one or more), and **BW PROPERTIES, LLC**, (hereinafter called "Borrower").

THIS MORTGAGE IS FILED AS, AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502 OF THE CODE OF ALABAMA.

WITNESSETH:

WHEREAS, Borrower is justly indebted to Lender on a loan (the "Loan"), in the principal sum of Eight Hundred Eighty-Five Thousand and No/100 Dollars. (\$885,000.00) or so much as may from time to time be disbursed thereunder, as evidenced by a Note dated 9/30/14, payable to Lender with interest thereon (the "Note") on demand or as otherwise provided in the Note; and

WHEREAS, Borrower may hereafter become indebted to Lender or to a subsequent holder of this Mortgage on loans or otherwise (the Lender and any subsequent holder of this Mortgage being referred to herein as "Lender"); and

WHEREAS, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Borrower to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise (herein "Other Indebtedness"),

NOW, THEREFORE, Borrower, in consideration of making the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees, and any and all Other Indebtedness as set forth above, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note and set forth in all other documents evidencing, securing or executed in connection with the Loan, including, when executed, a loan agreement (the "Loan Documents"), swap agreements (as defined in 11 U.S.C. section 101, as in effect from time to time between Lender or any of its affiliates and Borrower, and as may be set forth in instruments evidencing or securing Other Indebtedness (the "Other Indebtedness Instruments") has bargained and sold and does hereby grant, bargain, sell, alien and convey unto Lender, its successors and assigns, the following described land, real estate, estates, buildings, improvements, fixtures, furniture, and personal property (which together with any additional such property in the possession of Lender or hereafter acquired by Borrower and subject to the lien of this Mortgage, or intended to be so, as the same may be constituted from time to time is hereinafter sometimes referred to as the "Mortgaged Property") to-wit:

- (a) All that tract or parcel or parcels of land and estates particularly described in Exhibit A attached hereto and made a part hereof (the "Land");
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by Borrower and used or intended to be used in connection with or with the operation of the Land, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located (the "Improvements");
- (c) All accounts (as presently or hereafter defined in the UCC), general intangibles, goods, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (d) 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, leases, subleases, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower, 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 Borrower 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

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- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property and 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 or streets. Lender is hereby authorized on behalf of and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' 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.
- (e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (f) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattle paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Lender, its successors and assigns forever, subject however to the terms and conditions herein;

PROVIDED, HOWEVER, that if (i) all the Obligations (including without limitation, all termination payments and any other amounts due under or in connection with any swap agreements (as defined in 11 U.S.C. Section 101, as in effect from time to time) secured hereunder are paid in full, (ii) each and every representation, warranty, agreement, covenant and condition of this Mortgage, and the other Loan Documents, are complied with and abided by, and (iii) any and all swap agreements (as defined in 11 U.S.C. Section 101, as in effect from time to time) secured hereunder have matured or been terminated, then this Mortgage and the estate hereby created shall cease and be null, void and canceled of record,

AND Borrower further represents, warrants, covenants and agrees with Lender as follows:

ARTICLE I GENERAL

1.01 Performance of Mortgage, Note and Loan Documents. Borrower shall perform, observe and comply with all provisions hereof, and of the Note, and of the Loan Documents, and of the Other Indebtedness Instruments, and shall duly and punctually pay to Lender the sum of money expressed in the Note, with interest thereon, and all other sums required to be paid by Borrower pursuant to the provisions of this Mortgage, of the Note, of the Loan Documents, and of the Other Indebtedness Instruments, all without any deductions or credit for taxes or other similar charges paid by Borrower.

1.02 Warranty of Title. Borrower hereby warrants that, subject to any exceptions described on Exhibit B, it is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged, or is lawfully seized of such other estate or interest as is described on Exhibit A hereto, and has good and absolute title to all existing personal property hereby granted as security, and has good right, full power and lawful authority to sell, convey, mortgage and grant a security interest in the same in the manner and form aforesaid; that the same is free and clear of all grants, reservations, security interests, liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Borrower shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto Lender, its successors and assigns, against the lawful claims of all persons whomsoever.

1.03 Monthly Tax Deposit. If required by Lender, Borrower shall pay on the first day of each month one-twelfth (1/12) of the yearly taxes on the Mortgaged Property, as estimated by Lender, 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 the general funds of Lender. Borrower agrees to pay Lender the amount of any deficiency necessary to enable Lender to pay such taxes when due. Such sums may be applied by Lender to the reduction of the indebtedness secured hereby if an Event of Default shall occur under this Mortgage, or a default shall occur under the Note, any of the Loan Documents, or any of the Other Indebtedness Instruments in any manner selected by Lender, but, unless otherwise agreed by Lender 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.

1.04 Other Taxes, Utilities and Liens.

(a) Borrower shall pay promptly, when and as due, and, if requested, will exhibit promptly to Lender 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 of the occupancy, use or possession thereof, or upon the interest of Lender in the Mortgaged Property (other than any of the same for which provision has been made in Section 1.03 hereof), or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property.

(b) Borrower promptly shall pay and shall not suffer any mechanic's, laborer's, statutory or other lien to be created or to remain outstanding upon any of the Mortgaged Property.



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(c) 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 Borrower immediately shall pay any increased taxes if allowed by law, and if Borrower fails to pay such additional taxes, or if Borrower is prohibited from paying such taxes, or if Lender in any way is adversely affected by such law, order, rule or regulation, then in any of 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 Lender.

1.05 Insurance.

(a) Borrower shall procure for, deliver to, and maintain for the benefit of Lender during the term of this Mortgage insurance policies in such amounts as Lender shall require, insuring the Mortgaged Property against fire, extended coverage, war damage (if available), and such other insurable hazards, casualties and contingencies as Lender may require. The form of such policies and the companies issuing them shall be acceptable to Lender, and, unless otherwise agreed by Lender in writing, shall provide for coverage without coinsurance or deductibles. All policies shall contain a New York standard, non-contributory mortgage endorsement making losses payable to Lender, as mortgagee, and must provide that they may not be canceled without the insurer giving at least fifteen (15) days' prior written notice of such cancellation to Lender. Borrower shall deliver to Lender proof of such insurance (as Lender may require) and receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any transfer of title to the Mortgaged Property in partial or full extinguishment of the indebtedness secured hereby, all right, title and interest of Borrower, or its assigns, in and to all insurance policies then in force shall pass to the purchaser or grantee.

(b) Lender 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 Lender instead of to Borrower and Lender jointly. After deducting from such insurance proceeds any expenses incurred by Lender in the collection or handling of such funds, Lender 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 Borrower's indebtedness selected by Lender, whether then matured or to mature in the future, or at the option of Lender, 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 Lender, all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Lender shall not be liable to Borrower 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.

(c) If required by Lender, Borrower shall pay on the first day of each month, in addition to any regular installment of principal and interest and other charges with respect to indebtedness secured hereby, and the monthly tax deposit provided for in Section 1.03 hereof, one-twelfth (1/12) of the yearly premiums for insurance maintained pursuant to the provisions of this Section 1.05. Such amount shall be used by Lender to pay such insurance premiums when due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender, and no interest shall be payable in respect thereof. Upon demand of Lender, Borrower agrees to deliver to Lender such additional moneys as are necessary to make up any deficiencies in the amounts deposited by Borrower with Lender pursuant to this Section 1.05 to enable Lender to pay such insurance premiums when due. In the event of an Event of Default hereunder or of a default by Borrower under the Note, any other Loan Documents, or any Other Indebtedness Instruments, Lender may apply such sums to the reduction of the indebtedness secured hereby in any manner selected by Lender, but, unless otherwise agreed by Lender in writing, no application of insurance proceeds 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.

1.06 Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental or private authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of Lender become immediately due and payable. Lender shall be entitled to all compensation, awards, and other payments or relief for any condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Borrower's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Borrower to Lender, which, after deducting therefrom all its expenses, including attorneys' fees, may release any moneys so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Lender shall determine to the reduction of the indebtedness secured hereby, and any balance of such 'moneys then remaining shall be paid to Borrower. Borrower agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Lender may require. Borrower shall promptly notify Lender in the event of the institution of any condemnation or eminent domain proceeding or in the event of any threat thereof. Lender shall be entitled to retain, at the expense of Borrower, its own legal counsel in connection with any such proceedings or threatened proceedings. Lender shall be under no obligation to Borrower or to any other person to determine the sufficiency or legality of any condemnation award and may accept any such award without question or further inquiry.

1.07 Care of the Property.

(a) Borrower will preserve and maintain the Mortgaged Property in good condition and repair, and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) Except as otherwise provided herein, no buildings, fixtures, personal property, or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of Lender. Borrower may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery or appurtenances, subject to the lien hereof which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at the time of disposition thereof Ten Thousand and No/100 Dollars (\$10,000.00) for any single transaction, or a total of Thirty Thousand and No/100 Dollars (\$30,000.00) in any one year, upon replacing the same with, or substituting for the same, free and clear of all liens and security interest except those created by the Loan Documents or Other Indebtedness Instruments, other furniture, furnishings, equipment, tools, appliances, machinery or appurtenances not necessarily of the same character, but of at least equal value and of equal or greater utility in the operation of the Mortgaged Property, and costing not less than the amount realized from the property sold or otherwise disposed of. Such substitute furniture, furnishings, equipment, tools,



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appliances, machinery and appurtenances shall forthwith become, without further action, subject to the provisions of this Mortgage.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Borrower will give immediate written notice of the same to Lender.

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

(e) Borrower will promptly comply with all present and future laws, ordinances, rules, regulations, orders and decrees of any governmental authority affecting the Mortgaged Property or any part thereof.

(f) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Borrower will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefor; provided, however, that if there are insurance proceeds, Borrower shall not be required to restore the Mortgaged Property as aforesaid unless Lender shall apply any net proceeds from the casualty in question and held by Lender, as allowed under Section 1.05 hereof toward restoring the damaged improvements. If a part of the Mortgaged Property shall be physically damaged through condemnation, Borrower will promptly restore, repair or alter the remaining property in a manner satisfactory to Lender; provided, however, that if there are condemnation proceeds or awards, Borrower shall not be required to restore the Mortgaged Property as aforesaid unless Lender shall apply any net proceeds or awards from the condemnation and held by Lender, as provided in Section 1.06 hereof, toward restoring the damaged improvements.

1.08 Further Assurances; After-Acquired Property.

(a) At any time, and from time to time, upon request by Lender, Borrower, at Borrower's expense, will make, execute and deliver or cause to be made, executed and delivered to Lender and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender any and all such other and further mortgages, instruments of further assurance, certificates and other documents as may, in the opinion of Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligation of Borrower under the Note and this Mortgage, and the priority of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Borrower. Upon any failure by Borrower so to do, Lender may make, execute, and record any and all such mortgages, instruments, certificates, and documents for and in the name of Borrower and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower so to do. The lien and rights hereunder automatically will attach, without further act, to all after-acquired property (except consumer goods, other than accessions, not acquired within ten (10) days after Lender has given value under the Note) attached to and/or used in the operation of the Mortgaged Property or any part thereof.

(b) Without limitation to the generality of the other provisions of this Mortgage, including Section 1.08(a) hereof, it hereby expressly is covenanted, agreed and acknowledged that the lien and rights hereunder 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 Borrower by whatsoever means, including that in the event that Borrower is the owner of an estate or interest in the Mortgage 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 Borrower 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 Borrower or Lender or any other person or entity, be and become subject to this Mortgage and the lien hereof. In consideration of Lender making the Loan as aforesaid, and to secure the same indebtedness and obligations set forth above, Borrower hereby grants, bargains, sells and conveys to Lender, on the same terms as set forth in this Mortgage and intended to be a part hereof, all such after-acquired property and estates.

1.09 Additional Security. Lender shall also have and is hereby granted a security interest in all monies, securities and other property of Borrower, now or hereafter assigned, held, received, or coming into the possession, control, or custody of Lender by or for the account of Borrower (including indebtedness due from Lender to Borrower, and any and all claims of Borrower against Lender, at any time existing) whether expressly as collateral security, safekeeping, custody, pledge, transmission, collection or for any other purpose, and also upon any and all deposit balances (general or special), including any dividends declared, or interest accruing thereon, and proceeds thereof. On an Event of Default, Lender may, in addition to any other rights provided by this Mortgage or any other of the Loan Documents, but shall not be obligated to, apply to the payment of the Note or Other Indebtedness secured hereby, and in such manner as Lender may determine, any such monies, securities or other property held or controlled by Lender. No such application of funds shall, unless otherwise expressly agreed by Lender in writing, reduce, alter, delay or otherwise affect any regularly scheduled payment with respect to the Note or such Other Indebtedness or obligations.

1.10 Leases Affecting Mortgaged Property. Borrower shall comply with and observe its obligations as landlord or tenant under all leases affecting the Mortgaged Property or any part thereof. If requested by Lender, Borrower will furnish Lender with executed copies of all leases now or hereafter created on the Mortgaged Property; and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. Borrower will not accept payment of rent more than one (1) month in advance without the express written consent of Lender. If requested by Lender, Borrower will execute and deliver to Lender, as additional security, such other documents as may be requested by Lender to further evidence the assignment to Lender hereunder, and to assign any and all such leases whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the Mortgaged Property from time to time accruing. Borrower shall not cancel, surrender or modify any lease affecting the Mortgaged Property or any part thereof without the written consent of Lender.

1.11 Expenses. Borrower will pay or reimburse Lender for all reasonable attorneys' fees, costs and expenses incurred by Lender in connection with the collection of the indebtedness secured hereby or the enforcement of any rights or remedies provided for in this Mortgage, in any of the Loan Documents or the Other Indebtedness Instruments, or as may otherwise be provided by law, or incurred by Lender in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which Lender is made a party, or appears as party plaintiff or defendant, affecting this Mortgage, the Note, any of the Loan Documents, any of the Other Indebtedness Instruments, Borrower or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation



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action involving the Mortgaged Property, any environmental condition of or affecting the Mortgaged Property, or any action to protect the security hereof; and any such amounts paid or incurred by Lender shall be added to the indebtedness secured hereby and shall be further secured by this Mortgage.

1.12 Performance by Lender of Defaults by Borrower. If Borrower shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property, or otherwise described in Sections 1.03 and 1.04 hereof; in the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage, of the Note, of any of the Loan Documents, or of any of the Other Indebtedness Instruments, then Lender, at its option, may perform or observe the same; and all payments made for costs or expenses incurred by Lender in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Borrower to Lender with interest thereon calculated in the manner and at the rate set forth in the Note, plus two percentage points (2%). Lender shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. Lender is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Borrower or any person in possession holding under Borrower for trespass or otherwise.

1.13 Books and Records. Borrower 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 Lender, Borrower shall furnish to Lender (i) within ninety (90) days after the end of Borrower's fiscal year a balance sheet and a statement of income and expenses, both in reasonable detail and form satisfactory to Lender and certified by a certified public accountant, and (ii) within ten (10) days after request therefor from Lender, a rent schedule of the Mortgaged Property, certified by Borrower, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date and the rent paid.

1.14 Estoppel Affidavits. Borrower within ten (10) days after written request from Lender shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Note and Other Indebtedness and whether or not any offsets or defenses exist against any principal and interest.

1.15 Alienation or Sale of Mortgaged Property. Borrower shall not sell, assign, mortgage, encumber, grant a security interest in or otherwise convey all or any part of the Mortgaged Property, or any of the rents thereof, without obtaining the express written consent of Lender at least thirty (30) days prior to such conveyance. If Borrower should sell, assign, mortgage, encumber, grant a security interest in or convey all, or any part of, the Mortgaged Property, or any of the rents thereof, without such consent by Lender, then, in such event, the entire balance of the indebtedness (including the Loan and all Other Indebtedness) secured by this Mortgage and all interest accrued thereon (or such parts as Lender may elect) shall without notice become due and payable forthwith at the option of Lender.

1.16 Environmental Matters. Borrower represents and warrants as follows:

(a) No Hazardous Materials (hereinafter defined) have been, are, or will be while any part of the indebtedness secured by this Mortgage remains unpaid, treated, stored, handled, located or disposed of on, or constitute a part of, the Mortgaged Property other than in strict compliance with all applicable environmental laws, regulations and court or administrative orders. As used herein, the term "Hazardous Materials" shall include without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation;

(b) No underground storage tanks, whether in use or not in use, are located in, on or under any part of the Mortgaged Property;

(c) All of the Mortgaged Property complies in all respects with applicable environmental laws, regulations, and court or administrative orders;

(d) There are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment or regulatory requirements with respect to the Mortgaged Property; and

Borrower shall give immediate oral and written notice to Lender of its receipt of any notice of a violation of any law, standard or regulation covered by this Section 1.16. Borrower hereby agrees to indemnify and hold Lender harmless from all loss, cost, damage, claim and expense incurred by Lender on account of (i) the violation of any representation or warranty set forth in this Section 1.16, (ii) Borrower's failure to perform any obligations of this Section 1.16, (iii) Borrower's or the Mortgaged Property's failure to fully comply with all environmental laws, rules and regulations, or occupational health and safety laws and regulations, or (iv) any other matter related to environmental conditions on, under or affecting the Mortgaged Property. This indemnification shall survive the closing of the Loan, payment of the Loan, the exercise of any right or remedy under any Loan Document, and any subsequent sale or transfer of the Mortgaged Property.

ARTICLE II

ASSIGNMENT OF RENTS AND LEASES

2.01 Assignment. Borrower, in consideration of Lender's making the Loan as aforesaid and for other good and valuable consideration, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees, and any and all Other Indebtedness, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, in the Loan Documents, and in the Other Indebtedness Instruments, does hereby sell, assign and transfer unto Lender all leases and subleases of all or part of the Mortgaged Property, including without limitation those certain leases, if any, specifically described on any exhibit to this Mortgage, and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any such lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Mortgaged Property



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above-described or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Lender under the powers herein granted, it being the intention of the parties to hereby establish an absolute transfer and assignment of all such leases, subleases and agreements, and all the avails thereof, to Lender, and Borrower does hereby appoint irrevocably Lender its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid Mortgaged Property as hereinafter provided) to rent, lease or let all or any portion of the Mortgaged Property to any party or parties at such rental and upon such term, in its discretion as it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases, subleases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Mortgaged Property, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession of the said Mortgaged Property pursuant to the provisions hereinafter set forth.

2.02 Prepayment of Rent Borrower represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Mortgaged Property for more than one month in advance and that the payment of none of the rents to accrue for any portion of said Mortgaged Property has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by Borrower. Borrower waives any right of setoff against any person in possession of any portion of the Mortgaged Property. Borrower agrees that it will not assign any of the rents or profits except to the purchaser or grantee of the Mortgaged Property.

2.03 Not Mortgagee in Possession; No Liability. Nothing herein contained shall be construed as constituting Lender as "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by Lender pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

2.04 Present Assignment. Although it is the intention of the parties that this assignment of rents and leases shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it in this Article II until and unless an Event of Default shall occur under this Mortgage.

2.05 No Obligation of Lender Under Leases. Lender 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 Borrower shall and does hereby agree to indemnify and hold Lender 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 such leases, subleases or agreements. Should Lender incur any such liability, loss or damage, under such leases or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against Lender in connection with any one or more of such leases, subleases or agreements, Borrower agrees to reimburse Lender for the amount thereof, including costs, expenses and reasonable attorneys' fees immediately upon demand, and until the same are fully reimbursed by Borrower, all such costs, expenses and attorneys' fees shall be secured by the assignment here under and by this Mortgage.

2.06 Instruction to Lessees. Borrower does further specifically authorize and instruct each and every present and future lessee, tenant, sublessee or subtenant of the whole or any part of the Mortgaged Property to pay all unpaid rental agreed upon in any lease, sublease or tenancy to Lender upon receipt of demand from said Lender to pay the same.

2.07 Default (Assignment). Upon the occurrence of any Event of Default, as described in Section 4.01 hereof, then Lender shall have all rights and remedies set forth in Article IV or elsewhere in this Mortgage.

ARTICLE III SECURITY AGREEMENT

3.01 Grant of Security Interest. Borrower (the debtor for purposes of the Uniform Commercial Code), in consideration of Lender's (the secured party for purposes of the Uniform Commercial Code) making the Loan as aforesaid and for other good and valuable consideration, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees, and any and all Other Indebtedness, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, in the Loan Documents, and in the Other Indebtedness Instruments, does hereby grant to Lender title to and a security interest in such portions of the Mortgaged Property the security interest in and disposition of which is governed by the Uniform Commercial Code (the "Collateral"),

3.02 Definitions. All terms used herein which are defined in the Alabama Uniform Commercial Code (the "Uniform Commercial Code") shall have the same meaning herein as in the Uniform Commercial Code unless otherwise indicated herein.

3.03 Financing Statements. 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 an addendum attached hereto, if any, and except for the financing statements naming Lender as the secured party. At Lender's request, Borrower will join with Lender in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Lender, and will pay the cost of filing the same in all public offices wherever filing is deemed by Lender to be necessary or desirable. Borrower authorizes Lender to prepare and to file financing statements covering the Collateral signed only by Lender and to sign Borrower's signature to such financing statements in jurisdictions where Borrower's signature is required. Borrower promises to pay to Lender 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.

3.04 Representations of Borrower (Collateral). With respect to all of the Collateral, Borrower represents and warrants that:

- (a) the Collateral is used or bought primarily for business purposes,



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(b) if the Loan is a construction loan, the Collateral is being acquired and/or installed with the proceeds of the Note which Lender may disburse directly to the seller, contractor, or subcontractor.

(c) all the Collateral will be kept at the address of Borrower shown in Section 5.07(a) or, if not, at the real property described in Exhibit A hereto. Borrower shall promptly notify Lender of any change in the location of the Collateral. Except for transactions in the ordinary course of Borrower's business, Borrower, its agents or employees will not remove the Collateral from said location without the prior written consent of Lender;

(d) the Borrower is a corporation duly organized in the State of Alabama. Borrower shall not change, alter or amend its place of incorporation or organization, its chief executive office or its principal place of business without first giving Lender at least thirty (30) days prior written notice and promptly providing Lender such information, amendatory financing statements and other documents as Lender may request in connection therewith.

(e) if certificates of title are issued or outstanding with respect to any Collateral, Borrower shall cause Lender's interest to be properly noted thereon.

(f) Borrower's name has always been as set forth on the first page of this Mortgage, except as otherwise disclosed in writing to Lender; and Borrower shall promptly advise Lender in writing of any change in Borrower's name.

3.05 Assignment of Liabilities. If at any time or times by sale, assignment, negotiation, pledge, or otherwise, Lender transfers any or all of the indebtedness or instruments secured hereby, such transfer shall, unless otherwise specified in writing, carry with it Lender's rights and remedies here under 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 Lender retains any of such indebtedness or instruments, Lender shall continue to have the rights and remedies herein set forth with respect thereto.

3.06 No Obligation of Lender Under Assigned Contracts. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any contracts or agreements relating to the Mortgaged Property, and the Borrower shall and does hereby agree to indemnify and hold the Lender harmless of and from any and all liability, loss or damage which it may or might incur under any such contracts 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 contracts or agreements. Should the Lender incur any such liability, loss or damage, under said contracts or agreements or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against the Lender in connection with any one or more of said contracts or agreements, the Borrower agrees to reimburse the Lender for the amount thereof, including costs, expenses and reasonable attorneys' fees immediately upon demand, and until the same are fully reimbursed by the Borrower, all such costs, expenses and attorneys' fees shall be secured by the assignment hereunder and by this Mortgage.

3.07 Default (Security Agreement). Upon the occurrence of any Event of Default, as described in Section 4.01 hereof, then Lender shall have all rights and remedies set forth in Article IV or elsewhere in this Mortgage.

ARTICLE IV EVENTS OF DEFAULT AND REMEDIES

4.01 Event of Default. The term "Event of Default", wherever used in this Mortgage, shall mean the occurrence or existence of any one or more of the following events or circumstances:

(a) Failure by Borrower to pay as and when due and payable any installment of principal, interest or escrow deposit, or other charge payable under the Note, this Mortgage or under any other Loan Document; or

(b) Failure by Borrower or any guarantor to duly observe any other covenant, condition or agreement of this Mortgage, of the Note, of any of the Loan Documents, or of any of the Other Indebtedness Instruments; or

(c) The filing by Borrower or any guarantor of any indebtedness secured hereby or of any of Borrower's obligations hereunder, of a voluntary petition in bankruptcy or Borrower's or any such guarantor's adjudication as a bankrupt or insolvent, or the filing by Borrower or any such guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower's or any such guarantor's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of Borrower or any such guarantor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or of any interest or estate therein, or the making of any general assignment for the benefit of creditors or the admission in writing of its inability to pay its debts generally as they become due; or

(d) The entry by a court of competent jurisdiction or any order, judgment, or decree approving a petition filed against Borrower or any guarantor of any of the indebtedness secured hereby or of any of Borrower's obligations hereunder, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of Borrower or any such guarantor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or of any interest or estate therein, without the consent or acquiescence of Borrower and/or any such guarantor which appointment shall remain unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive); or

(e) The filing or enforcement of any other mortgage, lien or encumbrance on the Mortgaged Property or any part thereof, or of any interest or estate therein; or

(f) If any portion of the Mortgaged Property is a leasehold estate, the occurrence of a default under such lease or



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other instrument creating the estate.

4.02 Cross Default. At Bank's option, any default in payment or performance of any obligation under any other loans, contracts or agreements of Borrower, any Subsidiary or Affiliate of Borrower, any general partner of or the holder(s) of the majority ownership interests of Borrower with Bank or its affiliates ("Affiliate" shall have the meaning as defined in 11 U.S.C. § 101, as in effect from time to time, except that the term "Borrower" shall be substituted for the term "Debtor" therein; "Subsidiary" shall mean any business in which Borrower holds, directly or indirectly, a controlling interest).

4.03 Acceleration of Maturity, If an Event of Default shall have occurred, then the entire balance of the indebtedness, including but not limited to the Loan and the Other Indebtedness, other than obligations under any swap agreements (as defined in 11 U.S.C. section 101, as in effect from time to time) with Bank or any of its affiliates, which shall be due in accordance with and governed by the provisions of said swap agreements, secured hereby (or such parts as Lender may elect) with interest accrued thereon (or such parts as Lender may elect) shall, at the option of Lender, become due and payable without notice or demand, time being of the essence. Any omission on the part of Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.

4.04 Right of Lender to Enter and Take Possession.

(a) If an Event of Default shall have occurred and be continuing, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Mortgaged Property and, if and to the extent permitted by law, Lender or its agents may enter and take and maintain possession of all the Mortgaged Property, together with all the documents, books, records, papers and accounts of Borrower or then owner of the Mortgaged Property relating thereto, and may exclude Borrower and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, Lender, as attorney-in-fact or agent of Borrower, or in its own name as mortgagee and under the powers herein granted, may hold, store, use, operate, manage and control the Mortgaged Property (or any portion thereof selected by Lender) and conduct the business thereof either personally or by its agents, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personal and other property; (ii) insure or keep the Mortgaged Property (or any portion thereof selected by Lender) insured; (iii) manage and operate the Mortgaged Property (or any portion thereof selected by Lender) and exercise all the rights and powers of Borrower in its name or otherwise, with respect to the same, including legal actions for the recovery of rent, legal dispossessory actions against tenants holding over and legal actions in distress of rent, and with full power and authority to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Borrower to cancel the same, and to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Lender, all as Lender from time to time may determine to be to its best advantage; and Lender may collect and receive all the income, revenues, rents, issues and profits of the Mortgaged Property (or any portion thereof selected by Lender), including those past due as well as those accruing thereafter, and, after deducting (A) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (B) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (C) the cost of such insurance; (D) such taxes, assessments and other charges prior to this Mortgage as Lender may determine to pay; (E) other proper charges upon the Mortgaged Property or any part thereof; and (F) the reasonable compensation, expenses and disbursements of the attorneys and agents of Lender; shall apply the remainder of the moneys so received by Lender, first to the payment of accrued interest under the Note; second to the payment of tax deposits required in Section 1.04 hereof; third to the payment of any other sums required to be paid by Borrower under this Mortgage or under the Loan Documents; fourth to the payment of overdue installments of principal on the Note; fifth to the payment of any sums due under Other Indebtedness Instruments, whether principal, interest or otherwise; and the balance, if any, as otherwise required by law.

(c) Whenever all such Events of Default have been cured and satisfied, Lender may, at its option, surrender possession of the Mortgaged Property to Borrower, or to whomsoever shall be entitled to possession of the Mortgaged Property as a matter of law, The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

4.05 Receiver.

(a) If an Event of Default shall have occurred and be continuing, Lender, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, royalties and revenues thereof.

(b) Borrower shall pay to Lender upon demand all costs and expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Section 4.05: and all such expenses shall be secured by this Mortgage.

4.06 Lenders Power of Enforcement If an Event of Default shall have occurred and be continuing, Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Note; (b) to foreclose this Mortgage; (c) to enforce or exercise any right under any Other Indebtedness Instrument; and (d) to pursue any other remedy available to Lender, all as Lender may elect.

4.07 Rights of a Secured Party. Upon the occurrence of an Event of Default, Lender, in addition to any and all remedies it may have or exercise under this Mortgage, the Note, the Loan Documents, the Other Indebtedness 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 Borrower and without any liability for rent, storage, utilities or other sums;



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(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, Lender shall give to Borrower 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 Borrower agrees shall be reasonable notice of any sale or disposition of the Collateral;

(c) the right to require Borrower, upon request of Lender, to assemble and make the Collateral available to Lender at a place reasonably convenient to Borrower and Lender; and

(d) the right to notify account debtors, and demand and receive payment therefrom.

To effectuate the rights and remedies of Lender upon default, Borrower does hereby irrevocably appoint Lender attorney-in-fact for Borrower, 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 Borrower could do, and to sell, assign, and transfer any collateral to Lender or any other party.

4.08 Power of Sale. If an Event of Default shall have occurred Lender may sell the Mortgaged Property to the highest bidder at public auction in front of the courthouse door in the county or counties, as may be required, where the Mortgaged Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to such sale in some newspaper published in such county or counties, as may be required, and, upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at such sale a deed to the Mortgaged Property so purchased. Lender may bid at such sale and purchase the Mortgaged Property, or any part thereof, 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 may be offered for sale and sold in any other manner as Lender may elect. The provisions of Section 4.07 hereof shall apply with respect to Lender's enforcement of rights or interests in personal property which constitutes Mortgaged Property hereunder.

4.09 Application of Foreclosure or Sale Proceeds. The proceeds of any foreclosure sale pursuant to Section 4.08, or any sale pursuant to Section 4.07 shall be applied as follows:

(a) First, to the costs and expenses of (i) retaking, holding, storing and processing the Collateral and preparing the Collateral or the Mortgaged Property (as the case may be) for sale, and (ii) making the sale, including a reasonable attorneys' fee for such services as may be necessary in the collection of the indebtedness secured by this Mortgage or the foreclosure of this Mortgage;

(b) Second, to the repayment of any money, with interest thereon to the date of sale at the applicable rate or rates specified in the Note, this Mortgage, the Loan Documents or the Other Indebtedness Instruments, as applicable, which Lender may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided, and as may be provided in the Note or the Loan Documents, such repayment to be applied in the manner determined by Lender;

(c) Third, to the payment of the indebtedness (including but not limited to the Loan, and the Other Indebtedness) secured hereby, with interest to date of sale at the applicable rate or rates specified in the Note, this Mortgage, the Loan Documents or the Other Indebtedness Instruments, as applicable, whether or not all of such indebtedness is then due;

(d) Fourth, the balance, if any, shall be paid as provided by law.

4.10 Lender's Option on Foreclosure. At the option of Lender, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Lender exercises its option to foreclose this Mortgage in equity, Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by Borrower, a defense to any proceedings instituted by Lender to collect the sums secured hereby, or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

4.11 Waiver of Exemption. Borrower waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Borrower 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 indebtedness secured hereby.

4.12 Waiver of Jury Trial. BORROWER AND LENDER HEREBY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND ACTION OR CAUSE OF ACTION (a) ARISING OUT OF OR IN ANY WAY RELATED TO THIS MORTGAGE OR THE LOAN OR (b) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND/OR BORROWER WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS MORTGAGE OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES UNDER THIS MORTGAGE OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWER AND LENDER AGREE THAT EITHER PARTY MAY FILE A COPY OF THIS MORTGAGE WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF EITHER PARTY HERETO TO IRREVOCABLY WAIVE THEIR RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF LENDER TO MAKE THE LOAN AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN BORROWER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OR COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

4.13 Suits to Protect the Mortgaged Property. Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the



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enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender,

4.14 Borrower to Pay the Note on any Default in Payment; Application of Moneys by Lender. If default shall be made in the payment of any amount due under this Mortgage, the Note, any of the Loan Documents or any of the Other Indebtedness Instruments, or if any Event of Default shall occur under this Mortgage, then, upon demand of Lender, Borrower shall pay to Lender the whole amount due and payable under the Note and under all Other Indebtedness Instruments; and in case Borrower shall fail to pay the same forthwith upon such demand, Lender shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursements of Lender's agents and attorneys.

4.15 Delay or Omission No Waiver. No delay or omission of Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by the Note, this Mortgage, the Loan Documents, or the Other Indebtedness Instruments to Lender may be exercised from time to time and as often as may be deemed expedient by Lender.

4.16 No Waiver of One Default to Affect Another. No waiver of any default hereunder, under any of the Loan Documents, or under any of the Other Indebtedness Instruments shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.

If Lender (a) grants forbearance or an extension of time for the payment of any indebtedness secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein, in the Note, in any of the Loan Documents, or in any of the Other Indebtedness Instruments; (d) releases any part of the Mortgaged Property from this Mortgage or otherwise changes any of the terms of this Mortgage, the Note, the Loan Documents or the Other Indebtedness Instruments; (e) consents to the filing of any map, plat, or replat of or consents to the granting of any easement on, all or any part of the Mortgaged Property; or (f) makes or consents to any agreement subordinating the priority of this Mortgage, any such act or omission shall not release, discharge, modify, change, or affect the original liability under this Mortgage, the Note, the Loan Documents, or the Other Indebtedness Instruments of Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by Lender shall the provisions of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, Lender, without notice to any person, corporation or other entity (except notice shall be given to Borrower so long as Borrower remains liable under the Note, this Mortgage and the Loan Documents) is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, or of the Loan Documents, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

4.17 Discontinuance of Proceedings — Position of Parties, Restored. In case Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Lender, then and in every such case Borrower and Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Lender shall continue as if no such proceeding had been taken.

4.18 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, or under the Note, the Loan Documents, the Other Indebtedness Instruments or now or hereafter existing at law or in equity or by statute.

ARTICLE V MISCELLANEOUS

5.01 Binding Effect. Wherever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors, assigns, distributees, and legal and personal representatives of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of Borrower or by or on behalf of Lender shall bind and inure to the benefit of their respective heirs, administrators, executors, successors, assigns, distributees, and legal and personal representatives, whether so expressed or not. Notwithstanding the foregoing, Borrower shall not be entitled to assign any of its rights, titles, and interest hereunder, or to delegate any of its obligations, liabilities, duties, or responsibilities hereunder, and will not permit any such assignment or delegation to occur (voluntarily or involuntarily, or directly or indirectly), without the prior written consent of Lender.

5.02 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof. "Herein," "hereby," "hereunder," "hereof," and other equivalent words or phrases refer to this Mortgage and not solely to the particular portion thereof in which any such word or phrase is used, unless otherwise clearly indicated by the context.

5.03 Gender; Number. Whenever the context so requires, the masculine includes the feminine and neuter, the singular includes the plural, and the plural includes the singular.

5.04 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage, in the Note, in the Loan Documents, or in the Other Indebtedness Instruments shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein, and in the Note, the Loan Documents and the Other Indebtedness Instruments shall be in no way affected, prejudiced or disturbed thereby.

5.05 Conflict in Loan Documents. In the event of conflict in the terms of any provision in this Mortgage, the Note,



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Shelby Cnty Judge of Probate, AL
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Rick Allison, Judge of Probate, Walker County, AL

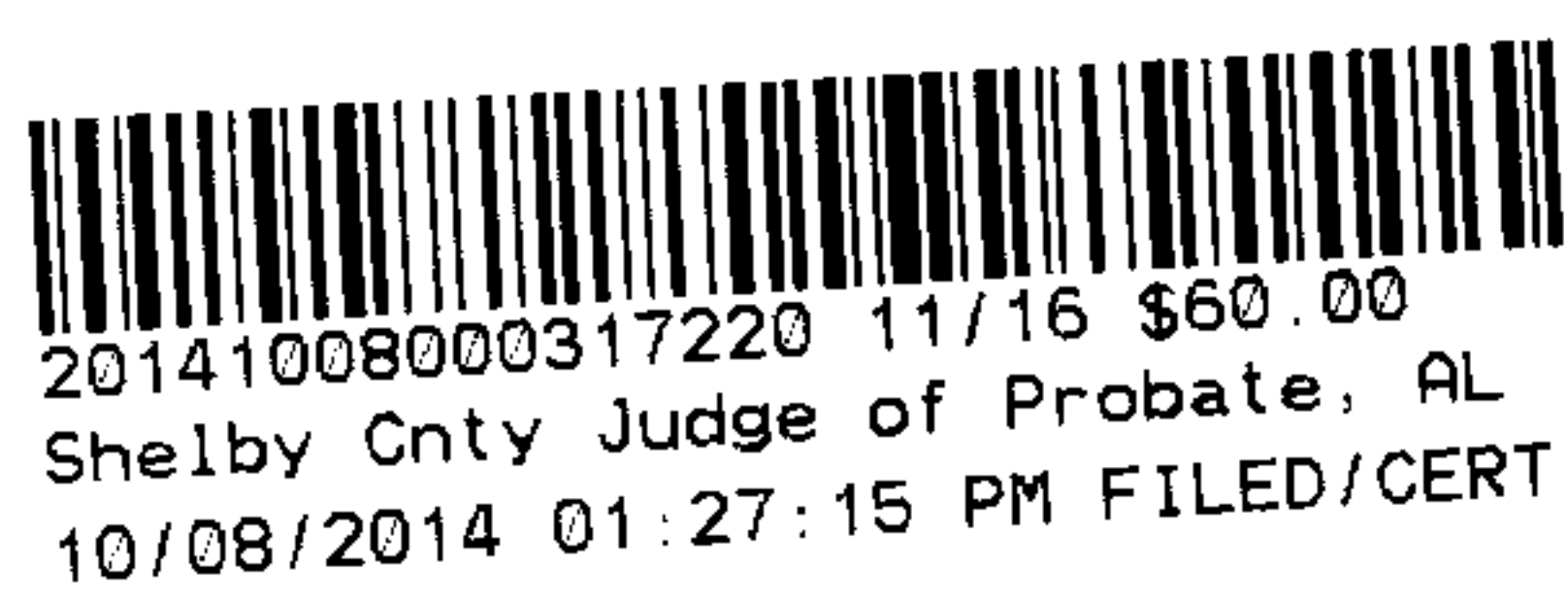
the Loan Documents, or the Other Indebtedness Instruments, the terms of the provision most favorable to Lender shall apply.

5.06 Instrument Under Seal. This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

5.07 Addresses and Other Information. The following information is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Alabama, for instruments to be filed as financing statements.

- | | | |
|-----|---|--|
| (a) | Name and Address of Borrower | BW Properties, LLC
190 Williams and Broad Drive
Brownsboro, AL 35741 |
| (b) | Name and Address of Lender | Progress Bank
201 Williams Ave.
Huntsville, AL 35801 |
| (c) | Record Owner of Real Estate described
on Exhibit A hereto: | BW Properties, LLC
190 Williams and Broad Drive
Brownsboro, AL 35741 |

Recorded in DML BK 2400 PG 288, 10/02/2014 10:55:21 AM
Rick Allison, Judge of Probate, Walker County, Alabama

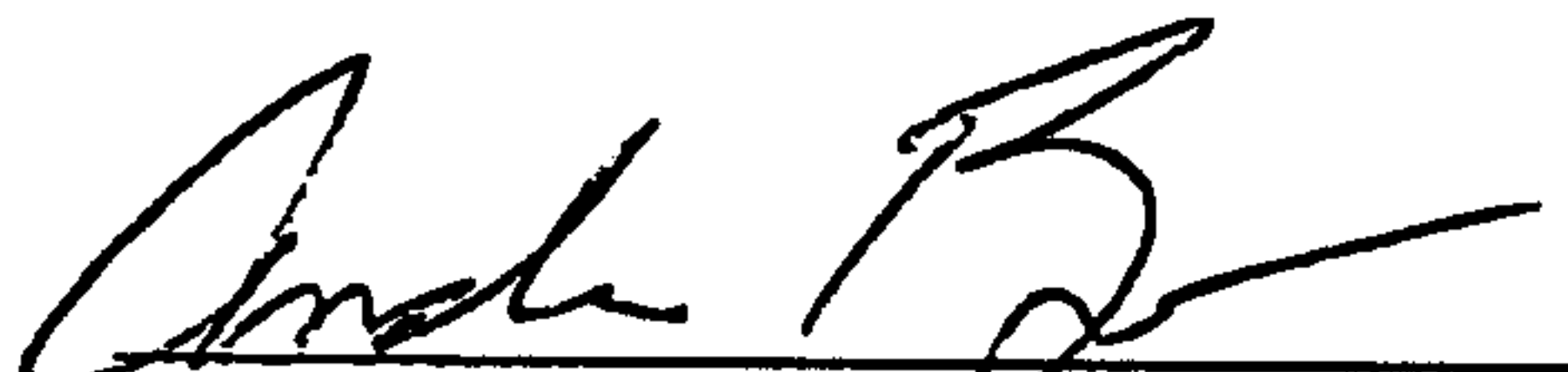


5.08 Rider. Additional provisions of this Mortgage, if any, are set forth below or on a Rider attached hereto and made a part hereof.

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be executed and effective as of the day and year first above written, although actually executed on the date or dates reflected below.

BORROWER:

BW PROPERTIES, LLC



By: **ANDREW BROWN**

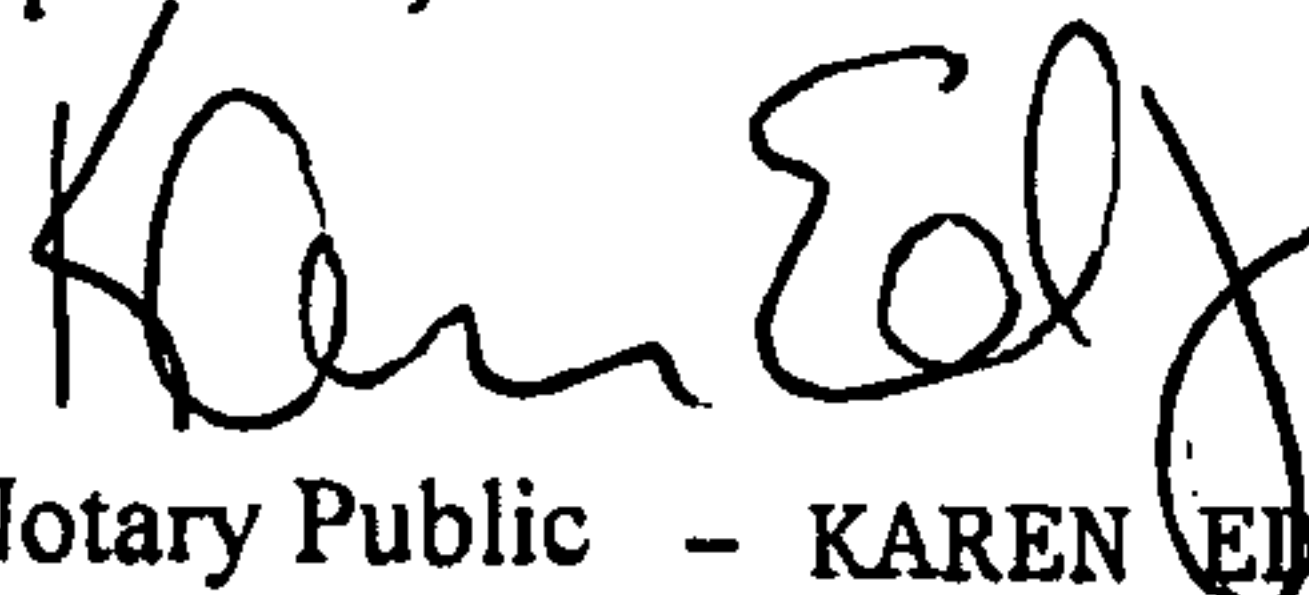
Its: **MEMBER**

STATE OF ALABAMA)

COUNTY OF MADISON)

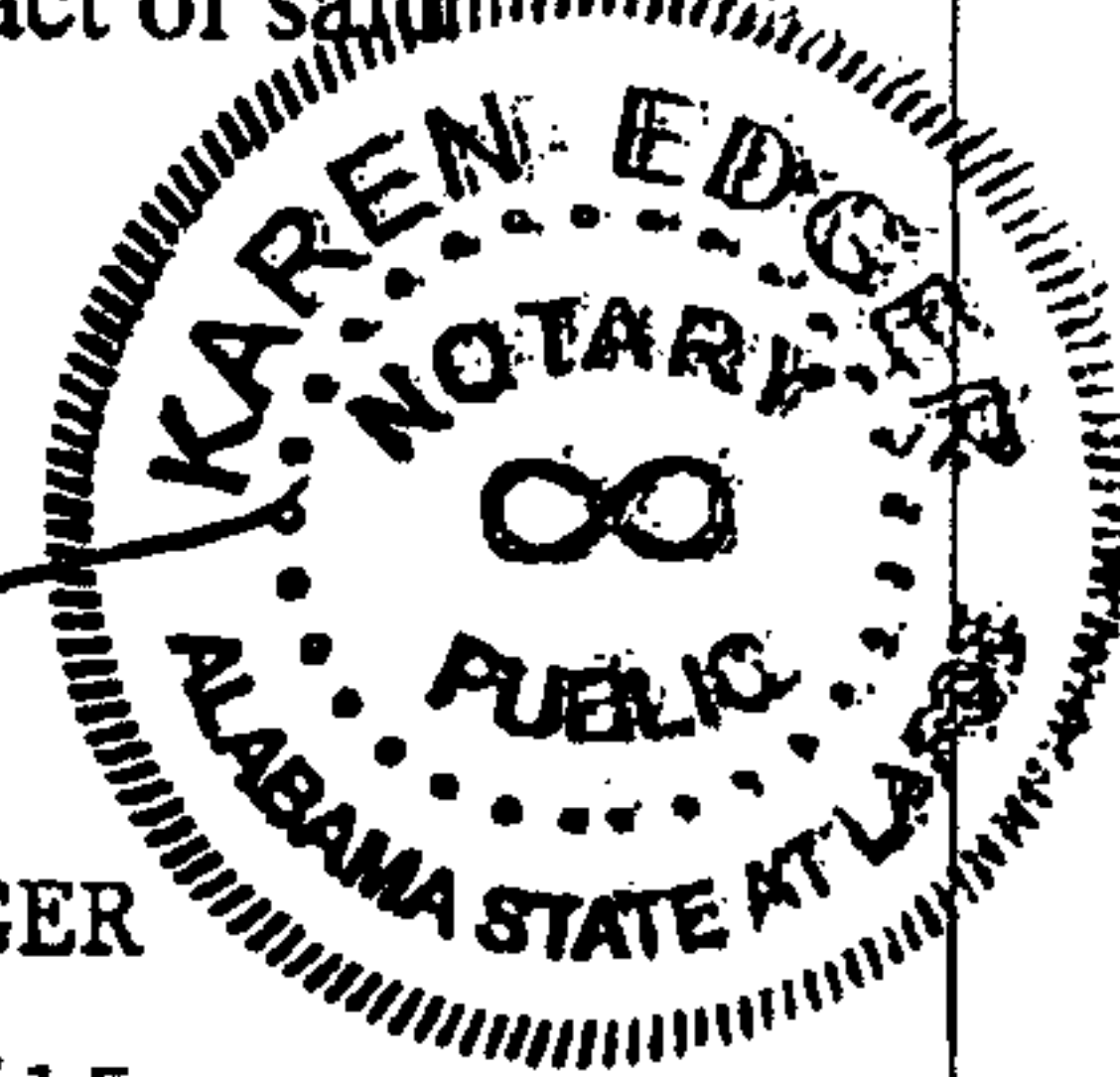
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **ANDREW BROWN** whose name as **Member of BW PROPERTIES, LLC, an Alabama Corporation**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 30TH day of September, 2014.

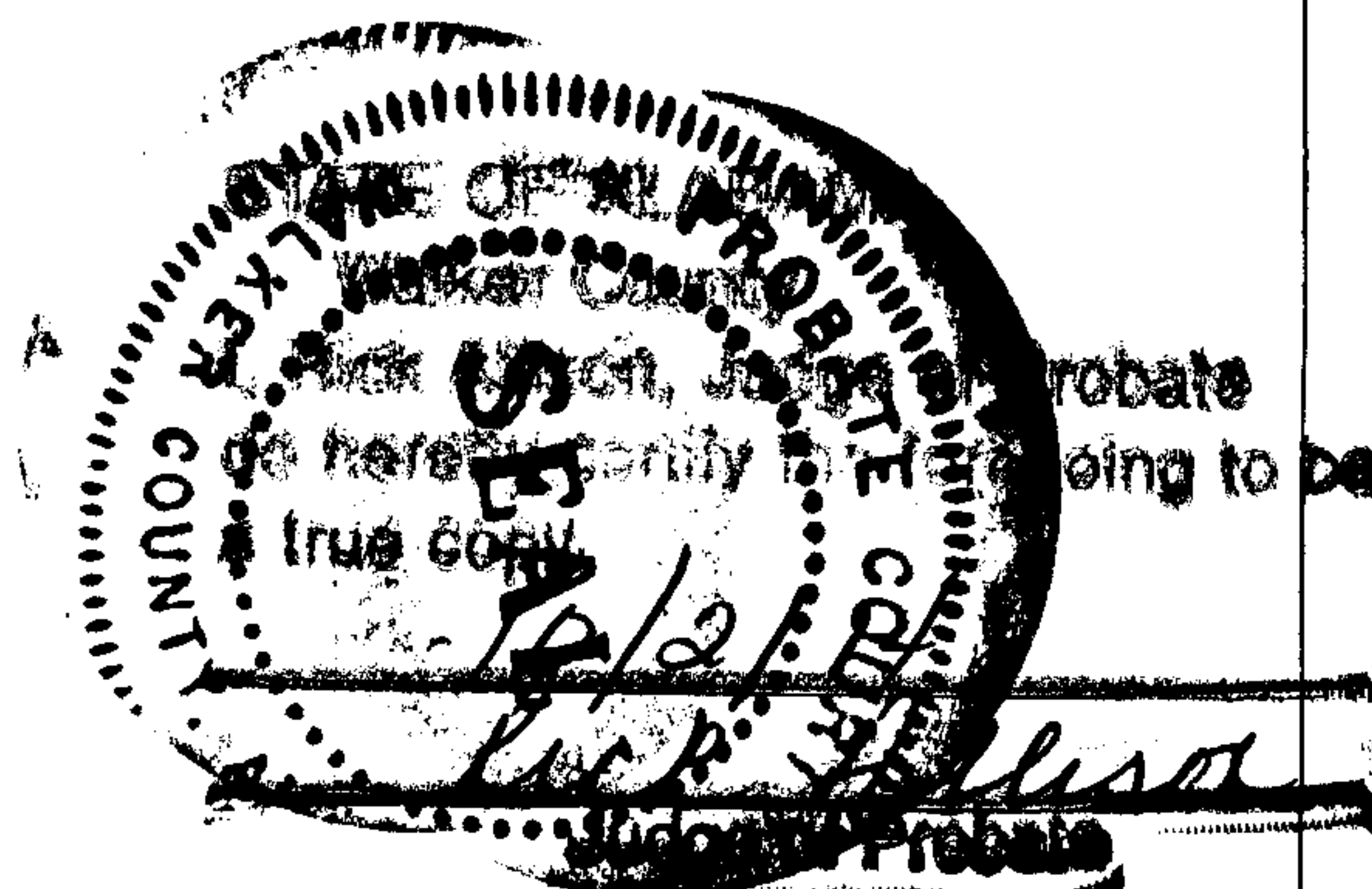


Notary Public - **KAREN EDGER**

Commission Expires: **6/7/15**



20141008000317220 12/16 \$60.00
Shelby Cnty Judge of Probate, AL
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Exhibit "A"
for Mortgage between
Progress Bank, as Lender
and BW Properties, LLC, as Borrower

Elmore County:

TRACT 1:

LOT 4 AND A PART OF LOT 5 ACCORDING TO THE RESURVEY OF THE J.D. ROY LANDS IN DEATSVILLE, ALABAMA, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF ELMORE COUNTY, ALABAMA, IN PLAT BOOK 5, PAGE 1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF ALABAMA HIGHWAY 143 (CHURCH STREET) AND THE EAST RIGHT OF WAY OF SHORT STREET IN THE TOWN OF DEATSVILLE, ALABAMA AND BEING ALSO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, RUN ALONG THE SOUTH RIGHT OF WAY OF SAID ALABAMA HIGHWAY 143, SOUTH 73 DEGREES 20 MINUTES 00 SECONDS EAST, 167.00 FEET; THENCE SOUTH 04 DEGREES 20 MINUTES 45 SECONDS WEST, 219.56 FEET; THENCE NORTH 76 DEGREES 19 MINUTES 38 SECONDS WEST, 135.79 FEET TO THE EAST RIGHT OF WAY OF SAID SHORT STREET; THENCE ALONG THE EAST RIGHT OF WAY OF SAID SHORT STREET, NORTH 02 DEGREES 46 MINUTES 50 SECONDS WEST, 235.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:


LOT 3, LOT 3A, ACCORDING TO THE RESURVEY OF THE J.D. ROY LANDS IN DEATSVILLE, ALABAMA, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF ELMORE COUNTY, ALABAMA, IN PLAT BOOK 5, PAGE 1, AND OTHER UNPLATTED LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF ALABAMA HIGHWAY 143 (CHURCH STREET) AND THE EAST RIGHT OF WAY OF SHORT STREET IN THE TOWN OF DEATSVILLE, ALABAMA, RUN ALONG THE SOUTH RIGHT OF WAY OF SAID ALABAMA HIGHWAY 143, SOUTH 73 DEGREES 20 MINUTES 00 SECONDS EAST 167.00 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, CONTINUE ALONG THE SOUTH RIGHT OF WAY OF SAID ALABAMA HIGHWAY 143, SOUTH 73 DEGREES 20 MINUTES 00 SECONDS EAST, 140.96 FEET TO THE WEST RIGHT OF WAY OF ACADEMY STREET; THENCE ALONG THE WEST RIGHT OF WAY OF SAID ACADEMY STREET, SOUTH 04 DEGREES 49 MINUTES 38 SECONDS WEST, 211.81 FEET; THENCE NORTH 76 DEGREES 19 MINUTES 38 SECONDS WEST, 137.76 FEET; THENCE NORTH 02 DEGREES 20 MINUTES 45 SECONDS EAST 219.56 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

PART OF LOT 3 AND A PART OF LOT 5, ACCORDING TO THE RESURVEY OF THE J.D. ROY LANDS IN DEATSVILLE, ALABAMA, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF ELMORE COUNTY, ALABAMA, IN PLAT BOOK 5, PAGE 1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF ALABAMA HIGHWAY 143 (CHURCH STREET) AND THE EAST RIGHT OF WAY OF SHORT STREET IN THE TOWN OF DEATSVILLE, ALABAMA, RUN ALONG THE SOUTH RIGHT OF WAY OF SAID ALABAMA HIGHWAY 143, SOUTH 73 DEGREES 20 MINUTES 00 SECONDS EAST 307.96 FEET TO THE WEST RIGHT OF ACADEMY STREET; THENCE ALONG THE WEST RIGHT OF WAY OF SAID ACADEMY STREET, SOUTH 04 DEGREES 49 MINUTES 38 SECONDS WEST, 173.85 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING CONTINUE ALONG THE WEST RIGHT OF WAY SAID ACADEMY STREET, SOUTH 04 DEGREES 49 MINUTES 38 SECONDS WEST, 37.96 FEET; THENCE NORTH 76 DEGREES 19 MINUTES 38 SECONDS WEST, 273.55 FEET TO THE EAST RIGHT OF WAY OF SAID SHORT STREET; THENCE ALONG THE EAST RIGHT OF WAY OF SAID SHORT STREET, NORTH 02 DEGREES 46 MINUTES 50 SECONDS WEST 55.00 FEET; THENCE SOUTH 73 DEGREES 14 MINUTES 56 SECONDS EAST 283.70 FEET TO THE POINT OF BEGINNING.


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Shelby Cnty Judge of Probate, AL
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Rick Allison, Judge of Probate, Walker County, Alabama

Shelby County:

Tract I: The East 1/2 of Lot 9, Block 27, according to Dunstan's Map of the Town of Calera, Alabama. Situated in Shelby County, Alabama. Subject to easements, restrictions, rights of way and permits of record.

Tract II: Lot 13, in Block 27, according to Dunstan's Map of the Town of Calera, Alabama. Also, the W 1/2 of vacated alley lying at rear of said Lot 13, Block 27, Dunstan's Map of the Town of Calera, Alabama. Situated in Shelby County, Alabama. Subject to easements, restrictions, rights of way and permits of record.

Tract III: A lot in Calera, Alabama, on Central Avenue, and described as being the lot North of the B. Adkins lot; and running North 75 feet from the NW corner of said Adkins lot along the East side of Central Avenue; thence East 150 feet to a lot known as the Doak lot; thence South along the West side of the Doak lot 75 feet; thence West along the North line of the B. Adkins lot 150 feet to the point of beginning. Being a lot fronting 75 feet on Central Avenue and running back along the North line B. Adkins lot 150 feet. Situated in Shelby County, Alabama. Said property is further described as Lot 12, Block 27 according to Dunstan's Map of the Town of Calera, Alabama. Also, the West 1/2 of vacated alley lying at rear of said Lot 12, Block 27, Dunstan's Map of the Town of Calera, Alabama. Subject to easements, restrictions, rights of way and permits of record.

Tract IV: Lot 11, in Block 27, according to J. H. Dunstan's Map and Survey of the Town of Calera, Alabama; being situated in Shelby County, Alabama. Also, the E 1/2 of vacated alley lying at rear of said Lot 11, Block 27, Dunstan's Map of the Town of Calera, Alabama. Subject to easements, restrictions, rights of way and permits of record.

Tract V: The West 1/2 of Lot 9, Block 27, Dunstan's Map of the Town of Calera, Alabama, more particularly described by metes and bounds as follows: Begin at the Southwest corner of Lot 9, Block 27, of Dunstan's Map of Calera, Alabama, and run thence Northerly along the West line of said Lot 9 a distance of 74.34 feet to a point; thence turn 89 degrees 26 minutes right and run Easterly a distance of 74.92 feet to a point; thence turn 90 degrees 34 minutes right and run Southerly a distance of 74.34 feet to a point; thence turn 89 degrees 26 minutes right and run Westerly a distance of 74.92 feet to the point of beginning, and containing 5,568.80 feet or 0.1278 of an acre more or less. Also, the East 1/2 of vacated alley lying at rear of said Lot 9, Block 27, Dunstan's Map of the Town of Calera, Alabama. Subject to easements, restrictions, rights of way and permits of record.

Tract VI: Lot Number 16 of the Shelby Lime Company's Allotment of land at Calera in said County and State, said lot having 75 feet frontage in Montgomery Avenue, formerly called the Harkins Road, and a depth of 175 feet, more or less, to an alley in the rear, and known as Frederick Endress property. Situated in Shelby County, Alabama.

Covington County:

A PARCEL OF LAND IN THE CITY OF OPP, COVINGTON COUNTY, ALABAMA, AS SURVEYED BY HENRY JUDAH AND ASSOCIATES, INC. DATED THE 21ST DAY OF FEBRUARY, 1995, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING 5/8" REBAR AT THE SOUTHWEST INTERSECTION OF MORGAN STREET AND PERRY STORE ROAD, AND THENCE SOUTH 06 DEGREES 38 MINUTES 35 SECONDS WEST ALONG THE WEST SIDE OF MORGAN STREET 112.66 FEET TO 5/8" REBAR, THENCE SOUTH 03 DEGREES 05 MINUTES 35 SECONDS EAST ALONG THE WEST SIDE OF MORGAN STREET 138.04 FEET TO A 5/8" REBAR, THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST ALONG THE WEST SIDE OF MORGAN STREET 135.24 FEET TO A 5/8" REBAR, THENCE NORTH 82 DEGREES 05 MINUTES 13 SECONDS WEST 241.54 FEET TO A SET 5/8" IRON PIPE, THENCE NORTH 00 DEGREES 58 MINUTES 18 SECONDS EAST 463.05 FEET TO A 5/8" REBAR ON THE SOUTH SIDE OF PERRY STORE ROAD, THENCE SOUTH 62 DEGREES 28 MINUTES 00 SECONDS EAST ALONG THE SOUTH SIDE OF PERRY STORE ROAD 99.92 FEET TO A 5/8" REBAR, THENCE SOUTH 64 DEGREES 39 MINUTES 05 SECONDS EAST ALONG THE SOUTH SIDE PERRY STORE ROAD 100.07 FEET TO A 5/8" REBAR, THENCE SOUTH 69 DEGREES 19 MINUTES 24 SECONDS EAST ALONG THE SOUTH SIDE OF PERRY STORE ROAD 62.96 FEET TO THE POINT OF BEGINNING. SAID PARCEL BEING IN THE SE 1/4 OF THE SE 1/4 OF SECTION 28, AND THE NE 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 18 EAST.

Walker County:

PARCEL I (ONE), AS SHOWN ON SURVEY PREPARED BY JOYCE PROUT & ASSOCIATES, ON AUGUST 28, 1996, AS FOLLOWS:

20141008000317220 14/16 \$60.00
Shelby Cnty Judge of Probate, AL
10/08/2014 01:27:15 PM FILED/CERT

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Rick Allison, Judge of Probate, Walker County, Alabama

LOT NINE (9), LOT TEN (10), AND LOT ELEVEN (11) IN BLOCK 18, IN THE SW 1/4 OF THE NE 1/4, OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 9 WEST, SITUATED IN THE TOWN OF NAUVOO, AS SHOWN ON THE RECORDED MAP OF THE TOWN OF NAUVOO, MAP BOOK ONE, PAGE 11, SLIDE #3, IN THE OFFICE OF THE JUDGE OF PROBATE, WALKER COUNTY, ALABAMA.

MINERALS AND USUAL AND CUSTOMARY MINERAL RIGHTS AND PRIVILEGES ARE EXCEPTED.

PARCEL II (TWO), AS SHOWN ON SURVEY PREPARED BY JOYCE PROUT & ASSOCIATES, ON AUGUST 28, 1996, AS FOLLOWS:

LOTS NUMBER 12 AND 13, BLOCK 18, IN THE TOWN OF NAUVOO, AS SHOWN ON THE RECORDED MAP OF THE TOWN OF NAUVOO, MAP BOOK ONE, PAGE 11, SLIDE #3, IN THE OFFICE OF THE JUDGE OF PROBATE, WALKER COUNTY, ALABAMA. SAID LOTS 12 AND 13, BLOCK 18 ARE SITUATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 9 WEST, WALKER COUNTY, ALABAMA.

MINERALS AND USUAL AND CUSTOMARY MINERAL RIGHTS AND PRIVILEGES ARE EXCEPTED.

PARCEL III (THREE), AS SHOWN ON SURVEY PREPARED BY JOYCE PROUT & ASSOCIATES, ON AUGUST 28, 1996, AS FOLLOWS:

A PARCEL OF LAND, BEING A PART OF THE TWENTY FOOT ALLEY, LYING WEST OF LOTS 12 AND 13, IN BLOCK 18, IN THE TOWN OF NAUVOO, WALKER COUNTY, ALABAMA, WHICH WAS VACATED BY ORDER OF THE PROBATE COURT, WALKER COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 9, BLOCK 18, AND RUN SOUTH 13 DEGREES 50 MINUTES 54 SECONDS WEST, ALONG THE EAST BOUNDARY OF SAID ALLEY, 249.65 FEET, TO THE SOUTHWEST CORNER OF LOT 13, BLOCK 18;

THENCE RUN NORTH 75 DEGREES 58 MINUTES 11 SECONDS WEST 20.00 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 18; THENCE RUN NORTH 13 DEGREES 50 MINUTES 54 SECONDS EAST ALONG THE WEST BOUNDARY OF SAID ALLEY, 249.65 FEET TO THE NORTHEAST CORNER OF LOT ONE, BLOCK 18;

THENCE RUN SOUTH 75 DEGREES 58 MINUTES 11 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL IS SITUATED IN THE SW 1/4 OF THE NE 1/4, SECTION 21, TOWNSHIP 12 SOUTH, RANGE 9 WEST.

SAID PARCEL CONTAINS 0.11 ACRES, MORE OR LESS.

MINERALS AND USUAL AND CUSTOMARY MINERAL RIGHTS AND PRIVILEGES ARE EXCEPTED.

THE ABOVE DESCRIBED PARCEL NUMBER THREE, IS ALL THE TWENTY FOOT ALLEY, LYING WEST OF LOTS 9, 10, 11, 12 AND 13, IN BLOCK 18, IN THE TOWN OF NAUVOO, WALKER COUNTY, ALABAMA, SITUATED LYING AND BEING LOCATED IN THE SW 1/4 OF THE NE 1/4, SECTION 21, TOWNSHIP 12 SOUTH, RANGE 9 WEST, IN THE TOWN OF NAUVOO, WALKER COUNTY, ALABAMA.

SAID ALLEY WAS VACATED BY ORDER OF THE PROBATE COURT OF WALKER COUNTY, ALABAMA, WALKER COUNTY PROBATE COURT CASE PC-96-215, RECORDED IN MINUTE BOOK 198, PAGE 239, ON OCTOBER 25, 1996, IN THE OFFICE OF THE JUDGE OF PROBATE, WALKER COUNTY, ALABAMA.

Recorded In OML BK 2400 Pg 292, 10/02/2014 10:55:21 AM
Rick Allison, Judge of Probate, Walker County, Alabama



20141008000317220 15/16 \$60.00
Shelby Cnty Judge of Probate, AL
10/08/2014 01:27:15 PM FILED/CERT

RICK ALLISON
JUDGE OF PROBATE
WALKER COUNTY, ALABAMA
(205) 384-7281

MAILING ADDRESS:
P.O. BOX 502
JASPER, ALABAMA 35502-0502

LOCATION:
1900 3RD AVENUE
JASPER, ALABAMA

STATE OF ALABAMA
COUNTY OF WALKER

I, RICK ALLISON, JUDGE OF PROBATE IN AND FOR SAID COUNTY AND
STATE, HEREBY CERTIFY THAT A MTG, ASSIG, LEASES, & SEC. AGREEMENT FROM
PROGRESS BANK TO BW PROPERTIES, LLC

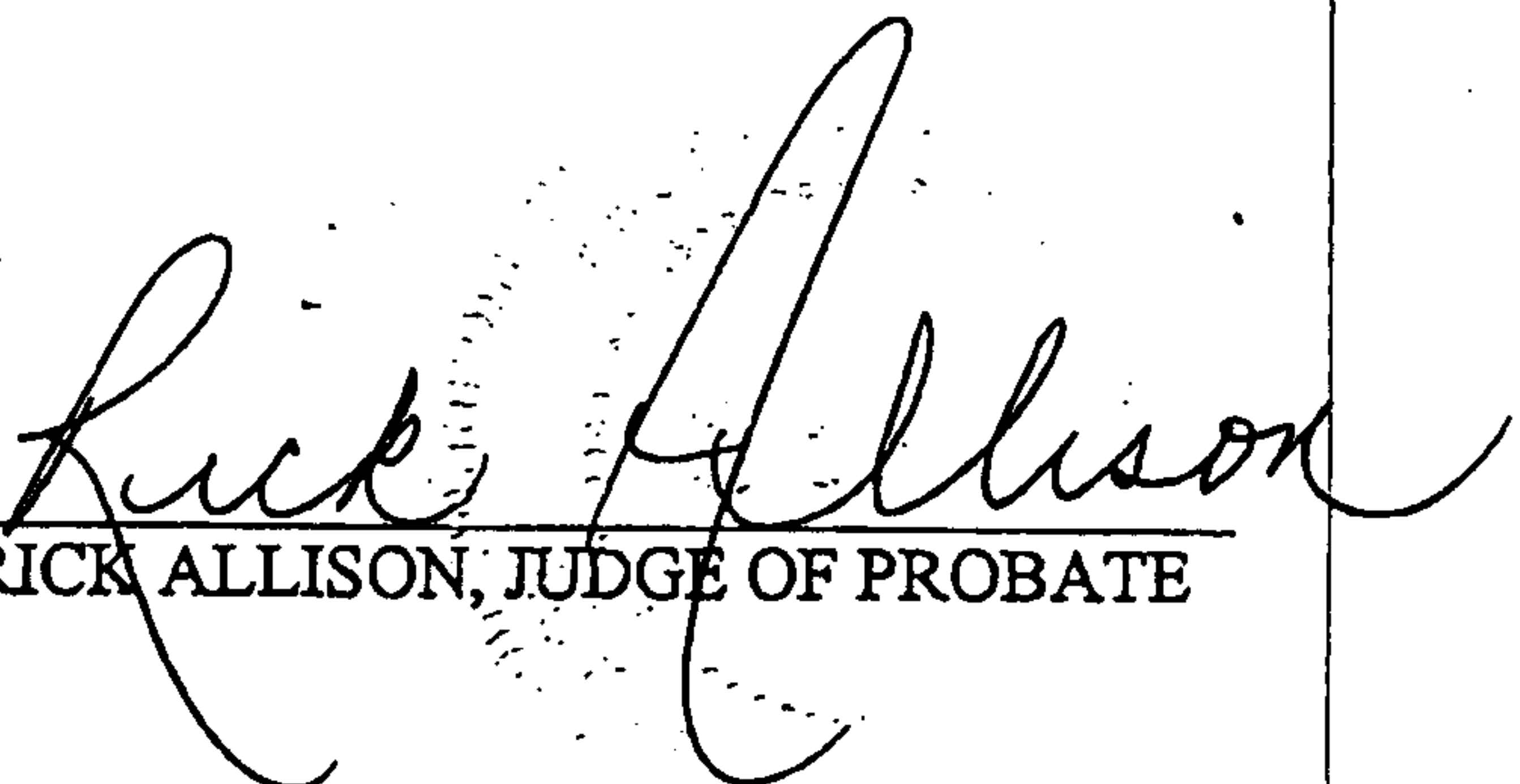
WAS FILED IN THIS OFFICE ON OCTOBER 2, 2014

AT 10:55:21 A.M.

I, FURTHER CERTIFY THAT TAX IN THE AMOUNT OF \$ 1,327.50
WAS PAID AT THE TIME OF FILING.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE 2nd
DAY OF OCTOBER, 2014

SHELBY CO. (17%)	148,000.00	\$222.00
COVINGTON CO (34%)	299,000.00	448.50
ELMORE CO. (27%)	248,000.00	372.00
WALKER CO. (22%)	190,000.00	285.00
		<u>\$ 1,327.50</u>


RICK ALLISON, JUDGE OF PROBATE

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Rick Allison, Judge of Probate, Walker County, Alabama