20141222000402630 12/22/2014 04:05:08 PM MORT 1/64

PREPARED BY:

Polsinelli PC 900 West 48th Place, Suite 900 Kansas City, Missouri 64112

Attn: Jason Lee

AFTER RECORDING RETURN TO:

2450 Broadway, 6<sup>th</sup> Floor Santa Monica, CA 90404 Attention: General Counsel

## MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

KHL PROPERTIES, LLC

("Mortgagor")

to

COLONY AMERICAN FINANCE LENDER, LLC ("Mortgagee")

Dated:

<u>December 18</u>, 2014

County:

Jefferson and Shelby

State:

Alabama

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

Jefferson County, 98.73% of the total Mortgage, Jefferson County please collect \$15,531.90 for intangible tax. Mortgage amount for properties in Jefferson County is \$10,354,510.00 Shelby County, 1.27% of the total Mortgage, Shelby County please collect \$200.25 for intangible tax. Mortgage amount for properties in Shelby County is \$133,490.00

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### MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

#### WITNESSETH:

- A. This Mortgage is given to secure a loan (the "Loan") in the principal sum of Ten Million, Four Hundred Eighty Eight Thousand and No/100 Dollars (\$10,488,000.00) or so much thereof as may be advanced pursuant to that certain Loan Agreement dated as of the date hereof by and between Mortgagor and Mortgagee (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), and evidenced by that certain Promissory Note dated the date hereof made by Mortgagor to Mortgagee (such Promissory Note, together with all extensions, renewals, replacements, restatements or modifications thereof, being hereinafter referred to as the "Note"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement.
- B. Mortgagor desires to secure the payment of the outstanding principal amount of the Loan together with all interest accrued and unpaid thereon and all other sums due to Mortgagee in respect of the Loan under the Note, the Loan Agreement and the other Loan Documents (the "Debt") and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents.
- C. This Mortgage is given pursuant to the Loan Agreement, and payment, fulfillment and performance by Mortgagor of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Mortgage.

NOW THEREFORE, in consideration of the making of the Loan by Mortgagee and the covenants, agreements, representations and warranties set forth in this Mortgage and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Mortgagor:

#### ARTICLE I.

#### **GRANTS OF SECURITY**

Section 1.01 Trust Property. Mortgagor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Mortgagee and its successors and assigns, with right of entry and power of sale, all right, title and interest of Mortgagor in, to and under the following, together with any of the same hereafter acquired by Mortgagor (collectively, the "Property"):

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 4/64

- (a) <u>Land</u>. The real property identified on <u>Schedule 1</u> attached hereto and made a part hereof and more particularly described in <u>Exhibit A</u>, attached hereto and made a part hereof (collectively, the "Land");
- (b) Additional Land. All additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or deed of trust or otherwise be expressly made subject to the lien of this Mortgage;
- (c) <u>Improvements</u>. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");
- (d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Mortgagor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Mortgagor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to Tenants under Leases except to the extent that Mortgagor shall have any right or interest therein;
- <u>Fixtures</u>. All tangible property now owned, or the ownership of which is hereafter acquired, by Mortgagor which is so attached or related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Land is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to. installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, lighting, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Mortgagor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively,

the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which Tenants are entitled to remove pursuant to Leases except to the extent that Mortgagor shall have any right or interest therein;

- (g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, equipment, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code), other than Fixtures, which are now or hereafter owned by Mortgagor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Mortgagor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (as amended from time to time, the "Uniform Commercial Code"), superior in lien to the lien of this Mortgage, and all proceeds and products of any of the above. Notwithstanding the foregoing, Personal Property shall not include any property belonging to Tenants under Leases except to the extent that Mortgagor shall have any right or interest therein;
- Leases and Rents. (i) All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment, extension, renewal, replacement, or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases"); (ii) all right, title and interest of Mortgagor, its successors and assigns, therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (collectively, the "Rents"); (iii) all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment and performance of the Obligations, including the payment of the Debt; (iv) all of Mortgagor's right, title and interest in, and claims under, any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty", and collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "Lease Guarantor", and collectively, the "Lease Guarantors") to Mortgagor; (v) all rights, powers, privileges, options and other benefits of Mortgagor as the lessor under any of the Leases and the beneficiary under any of the Lease Guaranties, including, without limitation, the immediate and continuing right to make claims for, and to receive, collect and acknowledge receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which Mortgagor or any lessor is or may become entitled to do under any of the Leases or Lease Guaranties; (vi) the right, subject to the provisions of the Loan Agreement, at Mortgagee's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents; (vii) during the continuance of an Event of Default, Mortgagor's irrevocable power of attorney, coupled with an interest, to take any or all other actions designated by Mortgagee for the proper management and preservation of the Land and Improvements; and (viii) any and all other rights of Mortgagor in and to the items set forth in subsections (i) through (vii) above, and all amendments, modifications, replacements, renewals and substitutions thereof;

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 6/64

- (i) <u>Condemnation Awards</u>. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- (j) <u>Insurance Proceeds</u>. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Property;
- (k) <u>Tax Certiorari</u>. All refunds, rebates or credits in connection with any reduction in Taxes, assessments or other charges assessed against the Property as a result of tax certiorari proceedings or any other applications or proceedings for reduction;
- (1) Rights. The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee in the Property;
- (m) Agreements. All agreements, contracts, certificates, instruments, franchises, management agreements, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Mortgagor therein and thereunder, including, without limitation, the right, upon the happening and during the continuance of any Event of Default, to receive and collect any sums payable to Mortgagor thereunder;
- (n) <u>Intellectual Property</u>. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, URLs or other online media, books and records and all other general intangibles relating to or used in connection with the operation of the Property;
- (o) Accounts. All reserves, escrows and deposit accounts maintained by Mortgagor with respect to the Property, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof, excluding the Rent Deposit Account, the Cash Management Account, all subaccounts of the Cash Management Account and all amounts deposited therein;
- (p) <u>Uniform Commercial Code Property</u>. All documents, instruments, chattel paper and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, relating to the Property;
- (q) <u>Minerals</u>. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above Land;
- (r) All Other Assets. All other accounts, general intangibles, instruments, investment property, documents, chattel paper, goods, moneys, letters of credit, letter of credit rights, certificates of deposit, deposit accounts, escrow deposits, commercial tort claims, oil, gas and minerals, and all other property and interests in property of Mortgagor, whether tangible or intangible, and including without limitation all of Mortgagor's claims and rights to the payment of damages arising under the Bankruptcy Code ("Bankruptcy Claims"), excluding the Rent Deposit Account, the Cash Management Account, all subaccounts of the Cash Management Account and all amounts deposited therein;

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 7/64

- (s) <u>Proceeds</u>. All proceeds of, and proceeds of any sale of, any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether in cash or in liquidation or other claims, or otherwise; and
- (t) Other Rights. Any and all other rights of Mortgagor in and to the items set forth in Subsections (a) through (s) above.

AND, without limiting any of the other provisions of this Mortgage, to the extent permitted by applicable law, Mortgagor expressly grants to Mortgagee, as secured party, a security interest in all of Mortgagor's right, title and interest in and to that portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Land or not, shall for the purposes of this Mortgage be deemed conclusively to be real estate and mortgaged hereby.

It is hereby acknowledged and agreed that Mortgagor has granted Mortgagee a security interest in the Rent Deposit Account, the Cash Management Account, all subaccounts of the Cash Management Account and all amounts deposited therein (collectively, the "Account Collateral") pursuant to the Loan Agreement. Notwithstanding anything to the contrary contained herein, Mortgagee's security interest in the Account Collateral shall be governed by the Loan Agreement and not this Mortgage.

#### Section 1.02 Assignment of Rents.

- (a) Mortgagor hereby absolutely and unconditionally assigns to Mortgagee all of Mortgagor's right, title and interest in and to all current and future Leases, Rents, Lease Guaranties and Bankruptcy Claims; it being intended by Mortgagor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the applicable Rent Deposit Account Agreement, the Cash Management Agreement, the Loan Agreement and the terms of this Mortgage, Mortgagee grants to Mortgagor a revocable license to (and Mortgagor shall have the right to) collect, receive, use and enjoy the Rents, as well as any sums due under the Lease Guaranties. Mortgagor shall hold the Rents, as well as all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Mortgagee for use in the payment of such sums. This assignment is effective without any further or supplemental assignment documents.
- (b) Mortgagor hereby authorizes and directs the lessees named in the Leases, any other future lessees or occupants of the Real Property and all Lease Guarantors to pay over to Mortgagee or to such other party as Mortgagee directs all Rents and all sums due under any Lease Guaranties, upon such lessee's receipt from Mortgagee of written notice to the effect that Mortgagee is then the holder of this Assignment. Such Rents shall be disbursed and/or applied in accordance with the terms of the Loan Agreement. In furtherance of the foregoing, Mortgagor hereby grants to Mortgagee an irrevocable power of attorney, coupled with an interest, to execute and deliver, on behalf of Mortgagor, to tenants under current and future Leases and counterparties to Lease Guaranties, direction letters to deliver all Rents and all sums due under any Lease Guaranties directly to Mortgagee. Any exercise of the foregoing power of attorney shall constitute an immediate revocation of the revocable license given pursuant to Section 1.02(a).
- Section 1.03 Security Agreement. This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Property. By executing and delivering this Mortgage, Mortgagor hereby grants to

Mortgagee, as security for the Obligations, a security interest in the Fixtures, the Equipment, the Personal Property and the other property constituting the Property to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the "Collateral"). If an Event of Default shall occur and be continuing, Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Mortgagee after the occurrence and during the continuance of an Event of Default, Mortgagor shall, at its expense, assemble the Collateral and make it available to Mortgagee at a convenient place (at the Land if tangible property) reasonably acceptable to Mortgagee, and Mortgagor shall pay to Mortgagee, within seven (7) Business Days after demand therefor, any and all expenses, including reasonable attorneys' fees and costs, incurred or paid by Mortgagee in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Collateral sent to Mortgagor in accordance with the provisions hereof at least ten (10) days prior to such action, shall, except as otherwise provided by applicable law, or the Loan Agreement constitute reasonable notice to Mortgagor. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Mortgagee to the payment of the Debt in such priority and proportions as Mortgagee in its discretion shall deem proper. The principal place of business of Mortgagor (Debtor) is as set forth in the preamble of this Mortgage and the address of Mortgagee (Secured Party) is as set forth in the preamble of this Mortgage.

Section 1.04 Fixture Filing. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, described or referred to in this Mortgage, and this Mortgage, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement naming Mortgagor as the Debtor and Mortgagee as the Secured Party filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures. This Mortgage constitutes a fixture filing in accordance with § 7-9A-502(c), Code of Alabama (1975), as amended. For this purpose, the respective addresses of Mortgagor, as debtor, and Mortgagee, as secured party, are as set forth in the preamble of this Mortgage. Mortgagor is the record owner of the Property, and Mortgagor's organizational identification number is 5552044.

#### CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Mortgagee and its successors and assigns, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Mortgagor shall well and truly pay and perform the Obligations (including the payment of the Debt) at the time and in the manner provided in this Mortgage, the Note, the Loan Agreement and the other Loan Documents, and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void; provided, however, that, subject to Section 9.06, Mortgagor's obligation to indemnify and hold harmless Mortgagee pursuant to the provisions hereof shall survive any such payment or release.

#### ARTICLE II.

#### DEBT AND OBLIGATIONS SECURED

- Section 2.01 Obligations. This Mortgage and the grants, assignments and transfers made in Article I are given for the purpose of securing the Obligations, including, but not limited to, the Debt.
- Section 2.02 Other Obligations. This Mortgage and the grants, assignments and transfers made in Article I are also given for the purpose of securing the following (collectively, the "Other Obligations"):
  - (a) the performance of all other obligations of Mortgagor contained herein;
- (b) the performance of each obligation of Mortgagor contained in the Loan Agreement and in each other Loan Document; and
- (c) the performance of each obligation of Mortgagor contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.
- Section 2.03 Debt and Other Obligations. Mortgagor's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "Obligations."
- Section 2.04 Variable Interest Rate. The Loan secured by this Mortgage may be a variable interest rate loan, if so provided in the Loan Agreement.
- Section 2.05 Loan Repayment. Provided no Event of Default exists, this Mortgage will be satisfied and discharged of record by Mortgagee in accordance with the terms and provisions set forth in the Loan Agreement.

#### Section 2.06 Other Mortgages; No Election of Remedies.

- (a) The Debt is now or may hereafter be secured by one or more other mortgages, deeds to secure debt, deeds of trust and other security agreements (collectively, as the same may be amended, restated, replaced, supplemented, extended, renewed or otherwise modified and in effect from time to time, are herein collectively called the "Other Mortgages"), which cover or will hereafter cover other properties that are or may be located in various states and in other Counties in Alabama (collectively, the "Other Collateral"). The Other Mortgages will secure the Debt and the performance of the other covenants and agreements of Mortgagor set forth in the Loan Documents. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may proceed under this Mortgage and/or any or all the Other Mortgages against either the Property and/or any or all the Other Collateral in one or more parcels and in such manner and order as Mortgagee shall elect. Mortgagor hereby irrevocably waives and releases, to the extent permitted by law, and whether now or hereafter in force, any right to have the Property and/or the Other Collateral marshaled upon any foreclosure of this Mortgage or any Other Mortgage.
- (b) Without limiting the generality of the foregoing, and without limitation as to any other right or remedy provided to Mortgagee in this Mortgage or the other Loan Documents, in the case and during the continuance of an Event of Default (i) Mortgagee shall have the right to pursue all of its rights and remedies under this Mortgage and the Loan Documents, at law and/or in equity, in one proceeding, or separately and independently in separate proceedings from time to time, as Mortgagee, in its sole and absolute discretion, shall determine from time to time, (ii) Mortgagee shall not be required to either marshal

assets, sell the Property and/or any Other Collateral in any particular order of alienation (and may sell the same simultaneously and together or separately), or be subject to any "one action" or "election of remedies" law or rule with respect to the Property and/or any Other Collateral, (iii) the exercise by Mortgagee of any remedies against any one item of Property and/or any Other Collateral will not impede Mortgagee from subsequently or simultaneously exercising remedies against any other item of Property and/or Other Collateral, (iv) all liens and other rights, remedies or privileges provided to Mortgagee herein shall remain in full force and effect until Mortgagee has exhausted all of its remedies against the Property and all Property has been foreclosed, sold and/or otherwise realized upon in satisfaction of the Debt, and (v) Mortgagee may resort for the payment of the Debt to any security held by Mortgagee in such order and manner as Mortgagee, in its discretion, may elect and Mortgagee may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Mortgagee thereafter to foreclose this Mortgage.

(c) Without notice to or consent of Mortgagor and without impairment of the lien and rights created by this Mortgage, Mortgagee may, at any time (in its sole and absolute discretion, but Mortgagee shall have no obligation to), execute and deliver to Mortgagor a written instrument releasing all or a portion of the lien of this Mortgage as security for any or all of the Obligations now existing or hereafter arising under or in respect of the Note, the Loan Agreement and each of the other Loan Documents, whereupon following the execution and delivery by Mortgagee to Mortgagor of any such written instrument of release, this Mortgage shall no longer secure such Obligations released.

Section 2.07 Future Advances. This Mortgage secures all future advances of the Obligations, regardless of whether such future advances are (a) optional or obligatory, (b) additional advances of principal or advances to protect the Property, (c) being advanced for the same purpose as advances previously made, (d) arising out of the same transaction as previous advances, or (e) currently within the contemplation of the parties. The priority of all such future advances shall relate back to the date of filing of this Mortgage.

#### ARTICLE III.

#### MORTGAGOR COVENANTS

Mortgagor covenants and agrees that throughout the term of the Loan:

Section 3.01 Payment of Debt. Mortgagor will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Mortgage.

Section 3.02 Incorporation by Reference. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note, and (c) all and any of the other Loan Documents, are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein. In the event of any inconsistency between any of the terms of this Mortgage (including the terms of Section 1.03 herein) and the Loan Agreement, the terms of the Loan Agreement shall control. Without limiting the generality of the foregoing, Mortgagor (i) agrees to insure, repair, maintain and restore damage to the Property, pay Taxes, assessments and other charges assessed against the Property, and comply with Legal Requirements, in accordance with the Loan Agreement, and (ii) agrees that the proceeds of insurance and condemnation awards shall be settled, held, applied and/or disbursed in accordance with the Loan Agreement.

Section 3.03 Performance of Other Agreements. Mortgagor shall observe and perform each and every term, covenant and provision to be observed or performed by Mortgagor pursuant to the Loan

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 11/64

Agreement, any other Loan Document and any other agreement or recorded instrument affecting or pertaining to the Property, and any amendments, modifications or changes thereto.

Section 3.04 Warranty of Title. Mortgagor is lawfully seized of an indefeasible estate in fee simple in and to the Land herein described, subject only to any special exceptions to title (but omitting any pre-printed, "standard" or "general" exceptions) set forth in the final loan policy of title insurance issued to Mortgagee in connection herewith.

#### ARTICLE IV.

#### OBLIGATIONS AND RELIANCES

Section 4.01 Relationship of Mortgagor and Mortgagee. The relationship between Mortgagor and Mortgagee is solely that of debtor and creditor, and Mortgagee has no fiduciary or other special relationship with Mortgagor, and no term or condition of any of the Loan Agreement, the Note, this Mortgage or the other Loan Documents shall be construed so as to deem the relationship between Mortgagor and Mortgagee to be other than that of debtor and creditor.

Section 4.02 No Reliance on Mortgagee. The general partners, members, principals and (if Mortgagor is a trust) beneficial owners of Mortgagor, as applicable, are experienced in the ownership and operation of properties similar to the Property, and Mortgagor and Mortgagee are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Mortgagor is not relying on Mortgagee's expertise, business acumen or advice in connection with the Property.

#### Section 4.03 No Mortgagee Obligations.

- (a) Notwithstanding the provisions of <u>Subsections 1.01(h)</u> and <u>(m)</u> or <u>Section 1.02</u>, Mortgagee is not undertaking the performance of (i) any obligations under the Leases, or (ii) any obligations with respect to any other agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses or other documents.
- (b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Mortgagee pursuant to this Mortgage, the Loan Agreement, the Note or the other Loan Documents, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal or insurance policy, Mortgagee shall not be deemed to have warranted, consented to, or affirmed the sufficiency, legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Mortgagee.

Section 4.04 Reliance. Mortgagor recognizes and acknowledges that in accepting the Loan Agreement, the Note, this Mortgage and the other Loan Documents, Mortgagee is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Article V of the Loan Agreement without any obligation to investigate the Property and notwithstanding any investigation of the Property by Mortgagee; that such reliance existed on the part of Mortgagee prior to the date hereof; that the warranties and representations are a material inducement to Mortgagee in making the Loan; and that Mortgagee would not be willing to make the Loan and accept this Mortgage in the absence of the warranties and representations as set forth in Article V of the Loan Agreement.

#### ARTICLE V.

#### FURTHER ASSURANCES

Section 5.01 Recording. Mortgager forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage and any of the other Loan Documents creating a Lien or security interest or evidencing the Lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the Lien or security interest hereof upon, and the interest of Mortgagee in, the Property. Mortgagor will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Mortgage, the other Loan Documents, any note, deed of trust, deed to secure debt or mortgage supplemental hereto, any security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of any of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any deed of trust, deed to secure debt or mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of any of the foregoing documents, except where prohibited by law so to do.

Section 5.02 Further Acts, Etc. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, deeds to secure debt, mortgages, assignments, notices of assignments, transfers and assurances as Mortgagee shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Mortgagee the Property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage, or for complying with all Legal Requirements. Mortgagor, on demand, will execute and deliver, and in the event it shall fail to so execute and deliver, hereby authorizes Mortgagee to execute in the name of Mortgagor or without the signature of Mortgagor to the extent Mortgagee may lawfully do so, one or more financing statements to evidence more effectively the security interest of Mortgagee in the Property and the Collateral. Financing statements to be filed with the Secretary of State of the State in which the Mortgagor is organized may describe as the collateral covered thereby "all assets of the debtor, whether now owned or hereafter acquired" or words to that effect, notwithstanding that such collateral description may be broader in scope than the collateral described herein. Mortgagee shall provide Mortgagor with copies of any notices and/or instruments of filings executed by Mortgagee in accordance with the immediately preceding sentence. Mortgagor grants to Mortgagee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Mortgagee at law and in equity, including, without limitation, such rights and remedies available to Mortgagee pursuant to this Section 5.02. Notwithstanding anything to the contrary in the immediately preceding sentence, Mortgagee shall not execute any documents as attorney in fact for Mortgagor unless (i) Mortgagor shall have failed or refused to execute the same within five (5) days after delivery of Mortgagee's request to Mortgagor or (ii) an Event of Default is continuing.

#### Section 5.03 Changes in Tax, Debt, Credit and Documentary Stamp Laws.

(a) If any law is enacted or adopted or amended after the date of this Mortgage which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Mortgagee's interest in the Property, Mortgagor will pay the tax, with

interest and penalties thereon, if any (it being understood that nothing hereunder shall require Mortgagor to pay any income or franchise tax imposed on Mortgagee by reason of Mortgagee's interest in the Property). If Mortgagee is advised by counsel chosen by it that the payment of tax by Mortgagor would be unlawful or taxable to Mortgagee or unenforceable or provide the basis for a defense of usury, then Mortgagee shall have the option, by written notice to Mortgagor, to declare the Debt due and payable no earlier than one hundred twenty (120) days following such notice.

- (b) Mortgagor will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes, assessments or other charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Mortgage or the Debt. If such claim, credit or deduction shall be required by law, Mortgagee shall have the option, by written notice to Mortgagor, to declare the Debt due and payable no earlier than one hundred twenty (120) days following such notice.
- (c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, this Mortgage, or any of the other Loan Documents or shall impose any other tax or charge on the same, Mortgagor will pay for the same, with interest and penalties thereon, if any.

#### ARTICLE VI.

#### DUE ON SALE/ENCUMBRANCE

Section 6.01 Mortgagee Reliance. Mortgagor acknowledges that Mortgagee has examined and relied on the experience of Mortgagor and its general partners, members, principals and (if Mortgagor is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Mortgagor's ownership of the Property as a means of maintaining the value of the Property as security for the payment and performance of the Obligations, including the repayment of the Debt. Mortgagor acknowledges that Mortgagee has a valid interest in maintaining the value of the Property so as to ensure that, should Mortgagor default in the payment and/or performance of the Obligations, including the repayment of the Debt, Mortgagee can recover the Debt by a foreclosure of the Property or other sale permitted by applicable law as to the Personal Property, Equipment or Fixtures.

Section 6.02 No Transfer. Mortgagor shall not permit or suffer any Transfer to occur except in accordance with the terms of the Loan Agreement.

#### ARTICLE VII.

#### RIGHTS AND REMEDIES UPON DEFAULT

Section 7.01 Remedies. Upon the occurrence and during the continuance of any Event of Default, Mortgagor agrees that Mortgagee may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(a) declare the entire unpaid Debt to be immediately due and payable;

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 14/64

- (b) institute proceedings, judicial or otherwise, for the complete or partial foreclosure of this Mortgage under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Mortgage for the balance of the Obligations not then due, unimpaired and without loss of priority;
- (d) to the extent permitted by applicable law, sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof, all as may be required or permitted by law; and, without limiting the foregoing:
- (i) In connection with any sale or sales hereunder, Mortgagee shall be entitled to elect to treat any of the Property which consists of (x) a right in action, or (y) property that can be severed from the Real Property covered hereby, or (z) any Improvements (without causing structural damage thereto), as if the same were personal property, and dispose of the same in accordance with applicable law, separate and apart from the sale of the Real Property. Where the Property consists of Real Property, Personal Property, Equipment or Fixtures, whether or not such Personal Property or Equipment is located on or within the Real Property, Mortgagee shall be entitled to elect to exercise its rights and remedies against any or all of the Real Property, Personal Property, Equipment and Fixtures in such order and manner as is now or hereafter permitted by applicable law;
- (ii) To the extent permitted by applicable law, Mortgagee shall be entitled to elect to proceed against any or all of the Real Property, Personal Property, Equipment and Fixtures in any manner permitted under applicable law; and if Mortgagee so elects pursuant to applicable law, the power of sale herein granted shall be exercisable (to the extent permitted by applicable law) with respect to all or any of the Real Property, Personal Property, Equipment and Fixtures covered hereby, as designated by Mortgagee and Mortgagee is hereby authorized and empowered to conduct any such sale of any Real Property, Personal Property, Equipment and Fixtures in accordance with the procedures applicable to Real Property;
- any portion of the Property which is Real Property or which is Personal Property, Equipment or Fixtures that the Mortgagee has elected under applicable law to sell together with Real Property in accordance with the laws governing a sale of the Real Property, Mortgagee shall give such notice of the occurrence of an Event of Default, if any, and its election to sell such Property, each as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, subject to the terms hereof and of the other Loan Documents, and, to the extent permitted by applicable law, without the necessity of any demand on Mortgagor, Mortgagee at the time and place specified in the notice of sale, shall sell such Real Property or part thereof at public auction to the highest bidder for cash in lawful money of the United States of America. Mortgagee may from time to time postpone any sale hereunder by public announcement thereof at the time and place noticed for any such sale; and
- (iv) If the Property consists of several lots, parcels or items of property, Mortgagee shall, subject to applicable law, (A) designate the order in which such lots, parcels or items shall be offered for sale or sold, or (B) elect to sell such lots, parcels or items through a single sale, or through two or more successive sales, or in any other manner Mortgagee designates and Mortgagor waives any right to

require otherwise. Any Person, including Mortgagor or Mortgagee, may purchase at any sale hereunder. Should Mortgagee desire that more than one sale or other disposition of the Property be conducted, Mortgagee shall, subject to applicable law, cause such sales or dispositions to be conducted simultaneously, or successively, on the same day, or at such different days or times and in such order as Mortgagee may designate, and no such sale shall terminate or otherwise affect the Lien of this Mortgage on any part of the Property not sold until all the Obligations have been satisfied in full. In the event Mortgagee elects to dispose of the Property through more than one sale, except as otherwise provided by applicable law, Mortgagor agrees to pay the costs and expenses of each such sale and of any judicial proceedings wherein such sale may be made;

- (e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, in the Loan Agreement or in the other Loan Documents;
- (f) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage or the other Loan Documents;
- (g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Mortgagor, any guarantor or indemnitor with respect to the Loan or any Person otherwise liable for the payment of the Debt or any part thereof, and Mortgagor hereby irrevocably consents to such appointment;
- subject to applicable law and Section 14.02 hereof, the license granted to (h) Mortgagor under Section 1.02 hereof shall automatically be revoked and Mortgagee may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Mortgagor and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Mortgagor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Mortgagor agrees to surrender possession of the Property and of such books, records and accounts to Mortgagee upon demand, and thereupon Mortgagee may do such acts and things as Mortgagee deems necessary or desirable to protect the security hereof, including without limitation, (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat on such terms and for such period of time as Mortgagee may deem proper; (ii) complete any construction on the Property in such manner and form as Mortgagee deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Mortgagor with respect to the Property, whether in the name of Mortgagor or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants and demand, sue for or otherwise collect and receive all Rents and all sums due under all Lease Guaranties, including, without limitation, those past due and unpaid (with all such Rents and all sums due under any Lease Guaranties to be deposited into the applicable Rent Deposit Account to the extent and as required by the terms of the Loan Agreement and the applicable Rent Deposit Account Agreement); (v) require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Mortgagor; (vi) require Mortgagor to vacate and surrender possession of the Property to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment and performance of the Obligations (including, without limitation, the payment of the Debt), in such order, priority and proportions as Mortgagee shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees and costs) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, assessments or other charges assessed against the Property, insurance

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premiums, other expenses and Capital Expenditures incurred in connection with the Property, as well as just and reasonable compensation for the services of Mortgagee, its counsel, agents and employees;

- (i) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Fixtures, the Equipment and/or the Personal Property, or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Fixtures, the Equipment and the Personal Property, and (ii) request Mortgagor, at its sole cost and expense, to assemble the Fixtures, the Equipment and/or the Personal Property and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Fixtures, the Equipment and/or the Personal Property sent to Mortgagor in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Mortgagor;
- (j) apply any sums then deposited or held in escrow or otherwise by or on behalf of Mortgagee in accordance with the terms of the Loan Agreement, this Mortgage or any other Loan Document to the payment of the following items in any order in its sole discretion:
  - (i) Taxes, assessments and other charges assessed against the properties;
  - (ii) Insurance premiums;
  - (iii) Other expenses and Capital Expenditures incurred in connection with the

Property;

- (iv) Interest on the unpaid principal balance of the Note;
- (v) Amortization of the unpaid principal balance of the Note; and/or
- (vi) All other sums payable pursuant to the Note, the Loan Agreement, this Mortgage and the other Loan Documents, including, without limitation, the Release Price, if applicable, and advances made by Mortgagee pursuant to the terms of this Mortgage;
- (k) pursue such other remedies as may be available to Mortgagee at law or in equity; and/or
- (l) apply the undisbursed balance of any escrow or other deposits held by or on behalf of Mortgagee with respect to the Property to the payment of the Debt in such order, priority and proportions as Mortgagee shall deem to be appropriate in its sole discretion.

In the event of a sale, by foreclosure, power of sale (if permitted under the laws of the State in which the Property is located) or otherwise, of less than all of the Property, this Mortgage shall continue as a Lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

The exercise by Mortgagee of its rights under this <u>Section 7.01</u> and the collection of the Rents and the sums due under the Lease Guaranties and the application thereof as provided in the Loan Documents shall not be considered a waiver of any Default or Event of Default under the Note, the Loan Agreement, this Mortgage or the other Loan Documents.

Section 7.02 Application of Proceeds. The purchase money proceeds and avails of any disposition of the Property or any part thereof, or any other sums collected by Mortgagee pursuant to the Note, this Mortgage or the other Loan Documents, may be applied by Mortgagee to the payment of the Obligations in such priority and proportions as Mortgagee in its discretion shall deem proper, to the extent consistent with law.

Section 7.03 Right to Cure Defaults. During the continuance of any Event of Default, Mortgagee may, but without any obligation to do so and without notice to or demand on Mortgagor and without releasing Mortgagor from any obligation hereunder, perform the obligations in Default in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof. Mortgagee is authorized to enter upon the Property for such purposes or appear in, defend or bring any action or proceeding to protect its interest in the Property or to foreclose this Mortgage or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees and disbursements to the extent permitted by law), with interest thereon at the Default Rate for the period after notice from Mortgagee that such cost or expense was incurred to the date of payment to Mortgagee, shall constitute a portion of the Debt, shall be secured by this Mortgage and the other Loan Documents and shall be due and payable to Mortgagee upon demand.

#### Section 7.04 Other Rights, Etc.

- (a) The failure of Mortgagee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Mortgage. Mortgagor shall not be relieved of Mortgagor's obligations hereunder by reason of (i) the failure of Mortgagee to comply with any request of Mortgagor or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any Person liable for the Obligations or any portion thereof, or (iii) any agreement or stipulation by Mortgagee extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Mortgage or the other Loan Documents.
- (b) It is agreed that the risk of loss or damage to the Property is on Mortgagor, and Mortgagee shall have no liability whatsoever for any decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Mortgagee shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to any Property or collateral not in Mortgagee's possession.
- (c) Mortgagee may resort for the payment and performance of the Obligations (including, but not limited to, the payment of the Debt) to any other security held by Mortgagee in such order and manner as Mortgagee, in its discretion, may elect. Mortgagee may take action to recover the Debt, or any portion thereof, or to enforce the Other Obligations or any covenant hereof, without prejudice to the right of Mortgagee thereafter to enforce any remedy hereunder or under applicable law against Mortgagor, including the right to foreclose this Mortgage. The rights of Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Mortgagee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.
- Section 7.05 Right to Release Any Portion of the Property. Mortgagee may release any portion of the Property for such consideration as Mortgagee may require without, as to the remainder of the Property, in any way impairing or affecting the Lien or priority of this Mortgage, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Debt shall have been

reduced by the actual monetary consideration, if any, received by Mortgagee for such release, and Mortgagee may accept by assignment, pledge or otherwise any other property in place thereof as Mortgagee may require without being accountable for so doing to any other lienholder. This Mortgage shall continue as a Lien and security interest in the remaining portion of the Property.

Section 7.06 Right of Entry. Subject to the rights of Tenants and upon reasonable prior notice to Mortgagor, Mortgagee and its agents shall have the right to enter and inspect the Property at all reasonable times in accordance with the terms and conditions set forth in the Loan Agreement.

#### ARTICLE VIII.

#### INDEMNIFICATION

Section 8.01 Mortgage and/or Intangible Tax. Mortgagor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless Mortgagee and any Person claiming by or through Mortgagee (collectively with Mortgagee, the "Indemnified Parties" and each, an "Indemnified Party") from and against any and all losses, damages, costs, fees, expenses claims, suits, judgments, awards, liabilities, obligations, debts, fines, penalties or charges imposed upon or incurred by or asserted against any Indemnified Party and directly or indirectly arising out of or in any way relating to any mortgage, recording, stamp, intangible or other similar taxes required to be paid by any Indemnified Party under applicable Legal Requirements in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement of this Mortgage or any of the Loan Documents (but excluding any income, franchise or other similar taxes).

Section 8.02 No Liability to Mortgagee. This Mortgage shall not be construed to bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Mortgagee with respect to the Leases. Mortgagee shall not be liable for any loss sustained by Mortgagor resulting from Mortgagee's failure to let the Property after an Event of Default or from any other act or omission of Mortgagee in managing the Property after an Event of Default unless such loss is caused by the willful misconduct, bad faith or gross negligence of Mortgagee. Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Mortgage and Mortgagor shall indemnify Mortgagee for, and hold Mortgagee harmless from and against, (a) any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Mortgage, and (b) any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Mortgagee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties, unless caused by the willful misconduct or bad faith of Mortgagee. Should Mortgagee incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees and costs, shall be secured by this Mortgage and by the other Loan Documents and Mortgagor shall reimburse Mortgagee therefor within seven (7) Business Days after demand therefor, and upon the failure of Mortgagor so to do Mortgagee may, at its option, declare the Obligations to be immediately due and payable. This Mortgage shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Mortgagee, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Mortgagee responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 8.03 Duty to Defend; Attorneys' Fees and Other Fees and Expenses. In connection with any indemnification obligations of Mortgagor hereunder, upon written request by any Indemnified Party, Mortgagor shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals reasonably approved by the Indemnified Parties. Notwithstanding the foregoing, if the defendants in any such claim or proceeding include both Mortgagor and any Indemnified Party and Mortgagor and such Indemnified Party shall have reasonably concluded that there are any legal defenses available to it and/or other Indemnified Parties that are different from or in addition to those available to Mortgagor, such Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party. Upon demand, Mortgagor shall pay or, in the sole and absolute discretion of any Indemnified Party, reimburse, such Indemnified Party for the payment of the reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

#### ARTICLE IX.

#### WAIVERS

Section 9.01 Waiver of Counterclaim. To the extent permitted by applicable law, Mortgagor hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Mortgagee arising out of or in any way connected with this Mortgage, the Loan Agreement, the Note, any of the other Loan Documents or the Obligations.

Section 9.02 Marshaling and Other Matters. To the extent permitted by applicable law, Mortgagor hereby waives the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshaling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, to the extent permitted by applicable law, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, and on behalf of each and every Person acquiring any interest in or title to the Property subsequent to the date of this Mortgage.

Section 9.03 Waiver of Notice. To the extent permitted by applicable law, Mortgagor shall not be entitled to any notices of any nature whatsoever from Mortgagee, except with respect to matters for which this Mortgage or any of the other the Loan Documents specifically and expressly provide for the giving of notice by Mortgagee to Mortgagor, and except with respect to matters for which Mortgagee is required by applicable law to give notice, and Mortgagor hereby expressly waives the right to receive any notice from Mortgagee with respect to any matter for which this Mortgage or any of the other Loan Documents does not specifically and expressly provide for the giving of notice by Mortgagee to Mortgagor.

Section 9.04 Waiver of Statute of Limitations. To the extent permitted by applicable law, Mortgagor hereby expressly waives and releases its right to plead any statute of limitations as a defense to the payment and performance of the Obligations (including, without limitation, the payment of the Debt).

Section 9.05 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST, WITH REGARD TO THE NOTE, THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY MORTGAGOR AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND

EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. MORTGAGEE IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY MORTGAGOR.

Section 9.06 Survival. Except as otherwise set forth in the other Loan Documents, the indemnifications made pursuant to Article VIII herein and the representations and warranties, covenants, and other obligations arising under the Loan Documents, shall continue indefinitely in full force and effect and shall survive and shall in no way be impaired by (a) any satisfaction, release or other termination of this Mortgage or any other Loan Document, (b) any assignment or other transfer of all or any portion of this Mortgage or any other Loan Document or Mortgagee's interest in the Property (but, in such case, such indemnifications shall benefit both the Indemnified Parties and any such assignee or transferee), (c) any exercise of Mortgagee's rights and remedies pursuant hereto, including, but not limited to, foreclosure or acceptance of a deed in lieu of foreclosure, any exercise of any rights and remedies pursuant to the Loan Agreement, the Note or any of the other Loan Documents, any transfer of all or any portion of the Property (whether by Mortgagor or by Mortgagee following foreclosure or acceptance of a deed in lieu of foreclosure or at any other time), (d) any amendment to this Mortgage, the Loan Agreement, the Note or any other Loan Document, and/or (e) any act or omission that might otherwise be construed as a release or discharge of Mortgagor from the Obligations or any portion thereof. Notwithstanding the foregoing or anything to the contrary set forth herein, in no event shall Mortgagor be obligated to defend or indemnify any Indemnified Party for any damages, losses, claims and liabilities directly resulting from the gross negligence, bad faith or willful misconduct of such Indemnified Party.

#### ARTICLE X.

#### **NOTICES**

All notices or other written communications hereunder shall be delivered in accordance with the terms of the Loan Agreement.

#### ARTICLE XI.

#### APPLICABLE LAW

Section 11.01 Governing Law; Jurisdiction; Service of Process. WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS MORTGAGE, THIS MORTGAGE SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) SHALL GOVERN ALL MATTERS RELATING TO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE LOAN AGREEMENT.

Section 11.02 Usury Laws. Notwithstanding anything to the contrary, (a) all agreements and communications between Mortgagor and Mortgagee are hereby and shall automatically be limited so that, after taking into account all amounts deemed to constitute interest, the interest contracted for, charged or

received by Mortgagee shall never exceed the maximum legal rate of interest, (b) in calculating whether any interest exceeds the maximum legal rate of interest, all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal Indebtedness of Mortgagor to Mortgagee, and (c) if through any contingency or event, Mortgagee receives or is deemed to receive interest in excess of the Maximum Legal Rate, any such excess shall be deemed to have been applied toward payment of the principal of any and all then outstanding indebtedness of Mortgagor to Mortgagee, or if there is no such Indebtedness, shall immediately be returned to Mortgagor.

Section 11.03 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Mortgage or any application thereof shall be invalid or unenforceable, the remainder of this Mortgage and any other application of the term shall not be affected thereby.

#### ARTICLE XII.

#### DEFINITIONS

Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage may be used interchangeably in the singular or plural form and the word "Mortgagor" shall mean "each Mortgagor and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Mortgagee" shall mean "Mortgagee and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of Indebtedness secured by this Mortgage," the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all reasonable attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels, incurred or paid by Mortgagee in protecting its interest in the Property, the Leases, the Rents, the sums due under the Lease Guaranties, and/or in enforcing its rights hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

#### ARTICLE XIII.

#### MISCELLANEOUS PROVISIONS

Section 13.01 No Oral Change. This Mortgage, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Mortgager or Mortgagee, but only by an agreement in writing signed by the party(ies) against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 13.02 Successors and Assigns. This Mortgage shall be binding upon, and shall inure to the benefit of, Mortgagor and Mortgagee and their respective successors and permitted assigns, as set forth in the Loan Agreement.

Section 13.03 Inapplicable Provisions. If any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Mortgage, such provision shall be fully severable and this Mortgage shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Mortgage, and the remaining

provisions of this Mortgage shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Mortgage, unless such continued effectiveness of this Mortgage, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

Section 13.04 Headings, Etc. The headings and captions of the various Sections of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 13.05 Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Mortgagee shall be subrogated to all of the rights, claims, liens, titles and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles and interests, if any, are not waived, but rather are continued in full force and effect in favor of Mortgagee and are merged with the Lien and security interest created herein as cumulative security for the payment, performance and discharge of the Obligations (including, but not limited to, the payment of the Debt).

Section 13.06 Entire Agreement. The Note, the Loan Agreement, this Mortgage and the other Loan Documents constitute the entire understanding and agreement between Mortgagor and Mortgagee with respect to the transactions arising in connection with the Obligations and supersede all prior written or oral understandings and agreements between Mortgagor and Mortgagee with respect thereto. Mortgagor hereby acknowledges that, except as incorporated in writing in the Note, the Loan Agreement, this Mortgage and the other Loan Documents, there are not, and were not, and no Persons are or were authorized by Mortgagee to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, the Loan Agreement, this Mortgage and the other Loan Documents.

Section 13.07 Limitation on Mortgagee's Responsibility. No provision of this Mortgage shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Mortgagee, nor shall it operate to make Mortgagee responsible or liable for any waste committed on the Property by the Tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any Tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Mortgagee a "mortgagee in possession."

Section 13.08 Recitals. The recitals hereof are a part hereof, form a basis for this Mortgage and shall be considered prima facie evidence of the facts and documents referred to therein.

Section 13.09 Time of Essence. Time is of the essence with respect to this Mortgage and each and every provision hereof.

#### ARTICLE XIV.

#### STATE-SPECIFIC PROVISIONS

Section 14.01 Principles of Construction. Without limiting Section 11.01, to the extent that the laws of the State of Alabama govern the interpretation or enforcement of this Mortgage, (a) the following provisions of this Article XIV shall apply, and (b) in the event of any inconsistencies between the terms and provisions of this Article XIV and the other terms and provisions of this Mortgage, the terms and provisions of this Article XIV shall control and be binding:

Section 14.02 Additional Remedies. In addition to the remedies provided for in this Mortgage, with the understanding that such remedies shall be cumulative, not exclusive, and Mortgagee shall have the right to resort to any one or more of such remedies in any order Mortgagee may choose, and on any one or more occurrences, without waiver or election, upon the occurrence of any Event of Default, Mortgagee shall have the further and additional right to:

- (a) Bring a court action at law or in equity (l) to foreclose this Mortgage (2) or to enforce its provisions or any of the indebtedness or obligations secured by this Mortgage, either or both, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of Mortgagee's right to institute or maintain the other, provided that Mortgagee shall have only one payment and satisfaction of the Debt;
- (b) Cause any or all of the Property to be sold under the power of sale granted hereby in any manner permitted by applicable law;
- (c) Exercise any other right or remedy available under law or in equity or under the Loan Documents; and
- Sell the Property at public outcry to the highest bidder for cash in front of the main or front door of the court house of the county where said Property, or a substantial and material part thereof, 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, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in the county (or all counties, if more than one) in which the Property is located (but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks), and upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the Property so purchased. Any such sale shall be held between the hours of 11 a.m. and 4 p.m. on the day designated for the exercise of the power of sale hereunder. Mortgagee may bid at said sale and purchase said Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale, the 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 Mortgagee may elect in its sole discretion. Any such sale shall operate as a foreclosure of this Mortgage only as to the Property sold, and if the Debt and all other sums secured hereby are not thereby satisfied in full, the other Property shall continue as security therefor and there may be a further foreclosure of this Mortgage, either by sale under power of sale or by judicial foreclosure.

<u>Section 14.03 Proceeds</u>. The proceeds of any sale under this Mortgage will be applied in the following manner:

FIRST: Payment of the costs and expenses of the sale, including but not limited to, Mortgagee's fees, reasonable legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of the Mortgagee, together with interest at the Default Rate provided under the Loan Agreement on all advances made by the Mortgagee.

SECOND: Payment of all sums expended by the Mortgagee under the terms of this Mortgage and not yet repaid, together with interest on such sums at the Default Rate provided under the Loan Agreement.

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 24/64

THIRD: Payment of the indebtedness and obligations of the Mortgagor secured by this Mortgage in any order that the Mortgagee chooses.

FOURTH: The remainder, if any, to the person or persons appearing of record to be the owner of the Property at the time of such sale.

Section 14.04 Mortgagee's Option on Foreclosure. At the option of the Mortgagee, this Mortgage may be foreclosed as provided by law or in equity, in which event Mortgagee's reasonable attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Mortgagee exercises its option to foreclose the Mortgage in equity, Mortgagee may, at its option, foreclose this Mortgage subject to the rights of any tenants of the 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 by the Mortgagor to be a defense to any proceedings instituted by the Mortgagee to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Property.

Section 14.05 Waiver. Mortgagor waives all rights to direct the order or manner in which any of the Property will be sold in the event of any sale under this Mortgage, and also any right to have any of the Property marshalled upon any sale. Mortgagee may in its discretion sell all the personal and real property together or in parts, in one or more sales, and in any sequence Mortgagee selects.

[NO FURTHER TEXT ON THIS PAGE]

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 25/64

IN WITNESS WHEREOF, THIS MORTGAGE has been executed by Mortgagor as of the day and year first above written.

MORTGAGOR:

KHL PROPERTIES, LLC, a Delaware limited liability company

Name: Brandon Nielson

Title: President

STATE OF UTAH COUNTY OF DAVIS

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brandon Nielson, whose named as President of KHL Properties, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 16 day of December, 2014.

Wie Haward

JULIE HARWARD

Notary Public

State of Utah

Comm. No. 675363

My Comm. Expires May 14, 2018

Notary Public

My Commission Expires:  $\frac{5}{l}$ 

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 26/64

## SCHEDULE 1 Property List

		*Noloiress	City	Sale	Zo
	25790	1138 Oak Shadow Circle	Birmingham	AL	35215
-	25791	2408 Etowah Street	Birmingham	AL	35217
	25792	2115 Sun Circle	Fultondale	AL	35068
	25793	1608 6th Streeet NW	Birmingham	AL	35215
	25794	113 16th Court Circle	Birmingham	AL	35215
	25795	5109 Wilson Circle	Adamsville	AL	35005
	25796	1516 Celinda Lane	Birmingham	AL	35235
	25797	2323 Spencer Lane	Birmingham	AL	35215
	25798	245 Fox Glen Road NW	Birmingham	AL	35215
	25799	317 Fox Glen Road	Birmingham	AL	35215
	25800	9765 Virginianna Drive	Birmingham	AL	35215
	25801	5111 Hickory Drive	Pinson	AL	35126
	25802	108 Von Dale Drive	Birmingham	AL	35215
	25803	529 Bonnie Bell Lane	Birmingham	AL	35210
	25804	9825 Westfield Court	Birmingham	AL	35217
	25805	413 13th Court NW	Birmingham	AL	35215
	25806	5823 Willow Crest Drive	Pinson	AL	35126
	25807	3034 Debra Drive	Fultondale	AL	35068
	25808	3104 Cobblestone Drive	Birmingham	AL	35215
	25809	705 13th Court NW	Birmingham	AL	35215
	25810	144 Sunburst Circle	Birmingham	AL	35215
	25811	328 Sun Valley	Birmingham	AL	35215
	25812	1407 Creekwood Circle	Birmingham	AL	35235
	25813	1544 Pine Tree Drive	Birmingham	AL	35235
	25814	629 16th Terr Circle NW	Birmingham	AL	35215
	25815	524 20th Avenue NW	Birmingham	AL	35215
-	25816	501 17th Avenue NW	Birmingham	AL	35215
	25817	3814 Mars Avenue	Birmingham	AL	35215
	25818	205 Hart Avenue	Hueytown	AL	35023
	25819	813 Hagwood Road	Birmingham	AL	35235
	25820	438 Westchester Drive	Birmingham	AL	35215
	25821	1717 Molly Drive	Birmingham	AL	35235
	25822	704 Cherry Lane	Birmingham	AL	35215
		,			

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 27/64

25823	1909 Valley Run Drive	Birmingham	AL	35235
25824	101 16th Court Circle NE	Birmingham	AL	35215
25825	725 Vaughn Circle	Birmingham	AL	35235
25826	445 19th Ter NE	Birmingham	AL	35215
25827	105 Elm Circe	Trussville	AL	35173
25828	800 27th Avenue NE	Birmingham	AL	35215
25829	2412 Etowah	Birmingham	AL	35217
25830	6525 Kathy Circle	Pinson	AL	35126
25831	516 Pinellas Street	Birmingham	AL	35206
25832	532 Bonnie Bell Lane	Birmingham	AL	35210
25833	1217 Turf Drive	Birmingham	AL	35215
25834	236 E. Haven Drive	Birmingham	AL	35215
25835	1737 English Knoll Circle	Birmingham	AL	35235
25836	428 16th Court NW	Birmingham	AL	35215
25837	5112 Rick Drive	Pinson	AL	35126
25838	519 Enclave Circle	Fultondale	AL	35068
25839	604 Polly Reed Road	Birmingham	AL	35215
25840	2616 2nd Place NW	Birmingham	AL	35215
25841	2538 Martin Circle	Birmingham	AL	35235
25842	3248 Larabee Lane	Hueytown	AL	35023
25843	1619 2nd Street NW	Birmingham	AL	35215
25844	424 20th Court NE	Birmingham	AL	35235
25845	817 Hillview Drive	Birmingham	AL	35235
25846	1504 Celinda Lane	Birmingham	AL	35235
25847	634 Mcpherson Lane	Hueytown	AL	35023
25848	203 Butternut Lane	Trussville	AL	35173
25849	716 Abigale Lane	Irondale	AL	35210
25850	5157 Beacon Drive	Irondale	AL	35210
25851	4652 Summit Cove	Hoover	AL	35226
25852	6124 Tyler Loop Road	Pinson	AL	35126
25853	7233 Higdon Road S.	Birmingham	AL	35212
25854	221 Chickasaw Drive	Birmingham	AL	35214
25855	548 Bailey Drive	Birmingham	AL	35215
25856	1112 Kawanda Lane	Birmingham	AL	35215
25857	2008 NW 9th Place	Center Point	AL	35215
25858	2655 6th Street NE	Birmingham	AL	35215
25859	737 Sleepy Hollow Drive	Birmingham	AL	35214
25860	305 Orange Circle	Birmingham	AL	35215
25861	1729 Molly Drive	Birmingham	AL	35235

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 28/64

25862	421 Bellehurst Drive	Birmingham	AL	35215
25863	1000 Park Place	Birmingham	AL	35215
25864	112 26th Avenue NW	Birmingham	AL	35215
25865	2925 2nd Place	Birmingham	AL	35215
25866	308 Della Rose Drive	Birmingham	AL	35214
25867	1377 Winola Lane	Birmingham	AL	35235
25868	4817 Highland Trace Drive	Birmingham	AL	35215
25869	5064 Darlene Drive	Pinson	AL	35126
25870	210 NW 18th Avenue	Birmingham	AL	35215
25871	312 Harris Avenue	Adamsville	AL	35005
25872	1533 Tarrant Huffman Road	Birmingham	AL	35217
25873	1325 Turf Drive	Birmingham	AL	35215
25874	904 August Drive	Birmingham	AL	35215
25875	908 Country View Drive	Birmingham	AL	35215
25876	540 Zinnia Lane	Birmingham	AL	35215
25877	724 Country View Drive	Birmingham	AL	35215
25878	3137 Cobblestone Drive	Birmingham	AL	35215
25879	2577 Daly Drive	Birmingham	AL	35235
25880	1759 Sonia Drive	Birmingham Pleasant	AL	35235
25881	132 4th Plaza	Grove	AL	35127
25882	1612 5th Place	Birmingham Pleasant	AL	35215
25883	937 9th Avenue	Grove	AL	35127
25884	773 15th Court NW	Birmingham	AL	35215
25885	1808 Lyle Drive	Birmingham	AL	35235
25886	3015 Summit Ridge Drive	Adamsville	AL	35005
25887	913 Kathryne Circle	Birmingham	AL	25235
25888	6545 Telia Drive	Pinson	AL	35126
25889	1831 Mara Drive	Center Point	AL	35215
25890	721 Sherwood Road	Fairfield	AL	35064
25891	29 Fox Hound Trail	Pelham	AL	35124
25892	1701 Wendy Circle	Birmingham	AL	35235
25893	2608 Rainier Drive	Center Point	AL	35215
25894	1684 Brewster Road	Birmingham	AL	35235
	1684 Brewster Road 12 21st Court NW	Birmingham Birmingham	AL AL	35235 35215
25894				
25894 25895	12 21st Court NW	Birmingham	AL	35215
25894 25895 25896	12 21st Court NW 605 Westfield Drive	Birmingham Fairfield	AL AL	35215 35064

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 29/64

25900	955 Hickory Circle	Birmingham	AL	35215
25901	2708 Oak Shadow Ter	Birmingham	AL	35215
25902	420 86th Street S	Birmingham	AL	35206
25903	5072 Oak Leaf Circle	Adamsville	AL	35005
25904	134 Freda Jane Lane	Birmingham	AL	35215
25905	1701 6th Street NW	Birmingham Pleasant	AL	35215
25906	960 7th Place	Grove	AL	35127
25907	800 Dunwoody Lane	Birmingham	AL	35215
25908	505 16Th Ter NW	Birmingham	AL	35215
25909	105 Shawnee Lane NW	Birmingham	AL	35215
25910	428 Willow Lane	Hueytown	AL	35228
25911	5040 Ewell Lane	Irondale	AL	35210
25912	930 Chinchona Drive	Birmingham	AL	35214
25913	313 Della Rose Circle	Birmingham	AL	35214
25914	1139 Ware Boulevard	Birmingham	AL	35235
25915	6518 Chrissy Drive	Pinson	AL	35126
25916	445 Carriage Hills Drive	Bessemer	AL	35022
25917	836 86th Place S	Birmingham	AL	35206
25918	1132 Corvair Circle	Birmingham	AL	35235
25919	164 Sunburst Circle	Birmingham	AL	35215
25920 ·	1904 Reed Road NE	Birmingham	AL	35215
25921	3006 Scaleybark Drive	Adamsville	AL	35005
25922	319 22nd Terr NE	Birmingham	AL	35215
25923	5232 Brigette Circle	Adamsville	AL	35005
25924	113 Sterling Drive	Bessemer	AL	35023
25925	841 Wear Drive	Birmingham	AL	35235
25926	409 NE 35th Avenue	Center Point	AL	35215
25927	1609 English Knoll Lane	Birmingham	AL	35235
25928	305 26th Court NW	Birmingham	AL	35215
25929	508 26th Avenue NE	Center Point	AL	35215
25930	1756 Sonia Drive	Birmingham	AL	35235
25931	1632 Maralyn Drive	Birmingham	AL	35235
25932	39 Sunset Lane	Birmingham	AL	35215
25933	1193 Dogwood Lane	Birmingham	AL	35215
25934	201 Beechwood Drive	Bessemer	AL	35023
25935	705 Lance Boulevard	Birmingham	AL	35206
25936	2741 Wood Drive	Birmingham	AL	35215
25937	447 Argonne Drive NE	Birmingham	AL	35215

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 30/64

25938	1309 Lake LN NE	Birmingham	AL	35215
25939	1108 Sherwood Forest Dr	Birmingham	AL	35235
25940	8540 Valley Hill Dr	Birmingham	AL	35206
25941	2813 3rd St NW	Birmingham	AL	35215
25942	212 Cathy Lane	Birmingham	AL	35215
25943	779 Lannie Bonnie Circle	Birmingham	AL	35224
25944	2825 2nd St Nw	Center Point	AL	35215
25945	512 15th CT NW	Center Point	AL	35215
25946	2813 Emerald Ave	Bessemer	AL	35023
25947	5020 Oak Leaf Circle	Adamsville	AL	35005

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#### 20141222000402630 12/22/2014 04:05:08 PM MORT 31/64

### EXHIBIT A Legal Description

File # OSLAW-KHL930

LOT 26, IN BLOCK 1, ACCORDING TO THE AMENDED MAP OF VON-DALES TENTH SECTOR, AS RECORDED IN MAP BOOK 93, PAGE 56, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 134 Freda Jane Lane, Birmingham, AL 35215 File # OSLAW-KHL971

LOT 5, IN BLOCK 14, ACCORDING TO THE SURVEY OF BRIDLEWOOD FORREST, THIRD SECTOR, AS RECORDED IN MAP BOOK 51, PAGE 59, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 512 15th CT NW, Center Point, AL 35215

File # OSLAW-14821

LOT 4, IN BLOCK 6, ACCORDING TO THE SURVEY OF VALLEY BROOK, THIRD SECTOR, AS RECORDED IN MAP BOOK 101, PAGE 95, IN THE OFFICE OF THE JUDGE PROBATE OF JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION.

Property Address: 317 Fox Glen Road, Birmingham, AL 35215

File # OSLAW-14824

LOT 7, BLOCK 5, ACCORDING TO THE MAP AND SURVEY OF VON-DALES, SEVENTH SECTOR, AS RECORDED IN MAP BOOK 83, PAGE 35, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 108 Von Dale Drive, Birmingham, AL 35215

File # OSLAW-14831

LOT 16, BLOCK 2, ACCORDING TO THE SURVEY OF QUEENSBURY EAST, SECOND SECTOR, AS RECORDED IN MAP BOOK 127, PAGE 15, IN THE OFFICE OF JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 32/64

Property Address: 705 13th Court NW Birmingham AL 35215

File # OSLAW-14832

LOT 38, BLOCK 5, ACCORDING TO THE SURVEY OF AMENDED MAP OF SUNRISE EAST, FORTH SECTOR, AS RECORDED IN MAP BOOK 128, PAGE 39, IN THE OFFICE OF JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 144 Sunburst Circle, Birmingham, AL 35215

File # OSLAW-14847

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF JEFFERSON, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 16, IN BLOCK 2, ACCORDING TO THE SURVEY OF SPRING LAKE HILLS, THIRD SECTOR, AS RECORDED IN MAP BOOK 74, PAGE 1, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 725 Vaughn Circle, Birmingham, AL 35235

File # OSLAW-14858

LOT 12, ACCORDING TO THE SURVEY OF ENGLISH ESTATES, AS RECORDED IN MAP BOOK 95, PAGE 83, IN THE PROBATE OFFICE JEFFERSON COUNTY.

Property Address: 1737 English Knoll Circle, Birmingham, AL 35235

File # OSLAW-KHL859

LOT 13, BLOCK 2, ACCORDING TO THE SURVEY OF BRIDLEWOOD FOREST ESTATES, SECOND SECTOR, AS RECORDED IN MAP BOOK 49, PAGE 22, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 428 16th Court NW, Birmingham, AL 35215

File # OSLAW-KHL922

LOT 9, AND THE SOUTH 1/2 OF LOT 10, IN BLOCK 11 ACCORDING TO THE MAP

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 33/64

OF SURVEY OF THE CONSOLIDATED REALTY COMPANY, SECOND ADDITION TO FAIRFIELD HIGHLANDS, AS RECORDED IN MAP BOOK 2, PAGE 53, IN THE BESSEMER DIVISION OF THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 605 Westfield Drive, Fairfield, AL 35064

File # OSLAW-KHL969

LOT 49, ACCORDING TO THE MAP AND SURVEY OF EDGEWATER OAKS, AS RECORDED IN MAP BOOK 36, PAGE 81, SHEETS 1, 2 AND 3, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA, BESSEMER DIVISION.

Property Address: 779 Lannie Bonnie Circle, Birmingham, AL 35224

File # OSLAW-KHL973

LOT 54, ACCORDING TO THE SURVEY OF THE 1ST SECTOR OF LONGVIEW 2ND ADDITION TO SHADY GROVES, AS RECORDED IN MAP BOOK 105, PAGE 59, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 5020 Oak Leaf Circle, Adamsville, AL 35005

File # OSLAW-14840

LOT 3, AND THE EAST 1/2 OF LOT 4, IN BLOCK 4, ACCORDING TO THE MAP AND SURVEY OF W.D. BUSH SURVEY OF INDUSTRIAL CITY, AS RECORDED IN MAP BOOK 2, PAGE 52, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BESSEMER DIVISION.

Property Address: 205 Hart Avenue, Hueytown, AL 35023

File # OSLAW-14835

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF JEFFERSON, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS FOLLOWS: LOT 9, IN BLOCK "L", ACCORDING TO THE SURVEY OF UNIT NO. 2, SPRING LAKE MANOR, AS RECORDED IN MAP BOOK 36, PAGE 96, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION. BEING THE SAME PROPERTY AS CONVEYED FROM WELLS FARGO BANK, NA BY MICHAEL CORVIN AS MEMBER OF CORVIN AUCTIONEERING, LLC TO FEDERAL HOME LOAN MORTGAGE CORPORATION, AS DESCRIBED IN BOOK LR201219 PAGE 18034, DATED 11/28/2012, RECORDED 11/30/2012 IN

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 34/64

JEFFERSON COUNTY RECORDS.

Property Address: 1544 Pine Tree Drive, Birmingham, AL 35235

File # OSLAW-KHL861

LOT 49-G, ACCORDING TO THE SURVEY OF CHAPEL HILLS, FIRST SECTOR, THE ENCLAVE, AS RECORDED IN MAP BOOK 196, PAGE 95, SHEET 3 OF 4, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BEING SITUATE IN JEFFERSON COUNTY, ALABAMA.

Property Address: 519 Enclave Circle, Fultondale, AL 35068

File # OSLAW-14817

PART OF LOT NO. 9, ACCORDING TO THE SURVEY OF ROBBINS SUBDIVISION, AS RECORDED IN MAP BOOK 81, PAGE 83, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING AT THE SOUTHEAST CORNER OF SAID LOT, THENCE RUN WEST ALONG THE SOUTH LINE OF SAID LOT 235.00 FEET; THENCE TURN 136 DEGREES 38 MINUTES RIGHT AND RUN 123.79 FEET TO THE NORTH LINE OF SAID LOT, THENCE TURN 43 DEGREES 22 MINUTES RIGHT AND RUN 145.00 FEET ALONG THE NORTH LINE OF SAID LOT TO THE EAST LINE OF SAID LOT; THENCE TURN 90 DEGREES 00 MINUTES RIGHT AND RUN 85.00 FEET ALONG THE EAST LINE OF SAID LOT TO THE POINT OF BEGINNING.

Property Address: 5109 Wilson Circle, Adamsvillem, AL 35005

File # OSLAW-14818

LOT 15, ACCORDING TO THE SURVEY OF CEDARGATE, 2ND SECTOR, AS RECORDED IN MAP BOOK 117, PAGE 90 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA; BEING SITUATED IN JEFFERSON COUNTY, ALABAMA.

Property Address: 1516 Celinda Lane, Birmingham, AL 35235

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 35/64

File # OSLAW-14819

PARCEL I: LOT 10, BLOCK 11, ACCORDING TO THE SURVEY OF FIRST ADDITION TO CENTERWOOD PARK 3RD SECTOR, RECORDED IN MAP BOOK 95, PAGE 80, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA. PARCEL II: LOT 1, ACCORDING TO THE SURVEY OF LO-PAT'S ADDITION TO CENTERWOOD PARK, AS RECORDED IN MAP BOOK 123, PAGE 4, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 2323 Spencer Lane, Birmingham, AL 35215

File # OSLAW-14822

LOT 2, ACCORDING TO THE FOSTER'S ADDITION TO BELMAR ESTATES, AS RECORDED IN MAP BOOK 56, PAGE 27 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION.

Property Address: 9765 Virginianna Drive, Birmingham, AL 35215

File # OSLAW-14825

LOT 2, BLOCK 22, ACCORDING TO THE SURVEY OF CRESTLINE'S HOLIDAY GARDENS, FOURTH SECTOR, AS RECORDED IN MAP BOOK 459, PAGE 56 A, B AND C IN THE PROBATE OF JEFFERSON COUNTY, ALABAMA. SUBJECT TO STATUTORY RIGHTS OF REDEMPTION EXISTING BY VIRTUE OF THAT CERTAIN FORECLOSURE DEED RECORDED IN DEED IN INSTRUMENT NO. LR201312/28608, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 529 Bonnie Bell Lane, Birmingham, AL 35210

File # OSLAW-14826

LOT 1, ACCORDING TO THE SURVEY OF A. G. GASTON VILLA, AS RECORDED IN MAP BOOK 108, PAGE 46, IN THE OFFICE OF THE JUDGE OF PROBATE JEFFERSON COUNTY, ALABAMA.

Property Address: 9825 Westfield Court, Birmingham, AL 35217

File # OSLAW-14827

LOT 10, BLOCK 1, ACCORDING TO THE SURVEY OF ROEBUCK OAKS, FIRST

#### 20141222000402630 12/22/2014 04:05:08 PM MORT 36/64

SECTOR, AS RECORDED IN MAP BOOK 55, PAGE 61, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 413 13th Court NW, Birmingham, AL 35215

File # OSLAW-14828

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF JEFFERSON, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS FOLLOWS: LOT 22, ACCORDING TO THE MAP AND SURVEY OF WILLOW RIDGE 4TH SECTOR, AS RECORDED IN MAP BOOK 120, PAGE 15 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 5823 Willow Crest Drive, Pinson, AL 35126

File # OSLAW-14829

LOT 6, ACCORDING TO THE SURVEY OF 2ND ADD. TO WESTHILL ACRES, AS RECORDED IN MAP BOOK 97, PAGE 14, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 3034 Debra Drive, Fultondale, AL 35068

File # OSLAW-14830

LOT 9, BLOCK 1, ACCORDING TO THE MAP AND SURVEY OF SLEEPY HOLLOW, AS RECORDED IN MAP BOOK 109, PAGE 72, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 3104 Cobblestone Drive, Birmingham, AL 35215

File # OSLAW-14833

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN JEFFERSON COUNTY, ALABAMA, TO-WIT: A PART OF LOT 2, IN BLOCK 3, ACCORDING TO THE MAP AND PLAT OF SUN VALLEY, AS RECORDED IN MAP BOOK 34, PAGE 80, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE RUN IN AN EASTERLY DIRECTION AND ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 160.70 FEET; THENCE 93 DEGREES 05' TO THE LEFT IN A NORTHERLY DIRECTION A DISTANCE OF 102.89 FEET; THENCE 87 DEGREES 12' TO THE LEFT IN A WESTERLY DIRECTION A DISTANCE OF 144.15 FEET TO THE EASTERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, SAID POINT BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 985.4 FEET; THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE A DISTANCE OF 72.57 FEET TO

## 20141222000402630 12/22/2014 04:05:08 PM MORT 37/64

THE P.T. OF SAID CURVE; THENCE ALONG THE TANGENT A DISTANCE OF 30.0 FEET TO THE POINT OF BEGINNING.

Property Address: 328 Sun Valley, Birmingham, AL 35215

File # OSLAW-14834

LOT 9, BLOCK 8, ACCORDING TO ROLLINGWOOD ESTATES, 4TH SECTOR, AS RECORDED IN MAP BOOK 114, PAGE 42 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1407 Creekwood Circle, Birmingham, AL 35235

File # OSLAW-14836

LOT 9, IN BLOCK 28, ACCORDING TO THE SURVEY OF BRIDLEWOOD FOREST ESTATES, 4TH SECTOR, UNIT III, AS RECORDED IN MAP BOOK 74 PAGE 99, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA; BEING SITUATED IN JEFFERSON COUNTY, ALABAMA.

Property Address: 629 16th Terr Circle NW, Birmingham, AL 35215

File # OSLAW-14837

LOT 34, IN BLOCK 6, ACCORDING TO THE MAP AND SURVEY OF WOODLAND ESTATES, 3RD SECTOR, 2ND PHASE, AS RECORDED IN MAP BOOK 94, PAGE 17, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMAN.

Property Address: 524 20th Avenue NW, Birmingham, AL 35215

File # OSLAW-14839

LOT 4, BLOCK 4, ACCORDING TO THE SURVEY OF ASTRO WORLD-FIRST SECTOR, AS RECORDED IN MAP BOOK 93, PAGE 38, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA

Property Address: 3814 Mars Avenue, Birmingham, AL 35215

File # OSLAW-14841

LOT 13, BLOCK 1, ACCORDING TO THE SURVEY OF EDGE-O-TOWN ESTATES, AS RECORDED IN MAP BOOK 64, PAGE24, IN THE PROBATE OFFICE OF

## 20141222000402630 12/22/2014 04:05:08 PM MORT 38/64

JEFFERSON COUNTY, ALABAMA.

Property Address: 813 Hagwood Road, Birmingham, AL 35235

File # OSLAW-14842

LOT 29-A ACCORDING TO THE RESURVEY OF LOTS27, 28 AND 29, BLOCK 5 OF VALLEY BROOK THIRD SECTOR, AS RECORDED IN MAP BOOK 112, PAGE 35, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 438 Westchester Drive, Birmingham, AL 35215 File # OSLAW-14843

LOT 6, BLOCK 2, ACCORDING TO THE SURVEY OF GREEN HILL FOREST, AS RECORDED IN MAP BOOK 88, PAGE 60, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1717 Molly Drive, Birmingham, AL 35235

File # OSLAW-14844

LOT 4, ACCORDING TO THE SURVEY OF CHARLES POE ADDITION TO CENTER POINT, AS RECORDED IN MAP BOOK 146, PAGE 18, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 704 Cherry Lane, Birmingham, AL 35215

File # OSLAW-14845

LOT 14, BLOCK 2, ACCORDING TO THE SURVEY OF VALLEY WEST, AS RECORDED IN MAP BOOK 113, PAGE 31, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1909 Valley Run Drive, Birmingham, AL 35235

File # OSLAW-14846

LOT 17, BLOCK 2, ACCORDING TO THE MAP AND SURVEY OF STARDUST MANOR, SECTOR II, AS RECORDED IN MAP BOOK 60, PAGE 34 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 101 16th Court Circle NE, Birmingham, AL 35215

## 20141222000402630 12/22/2014 04:05:08 PM MORT 39/64

File # OSLAW-14849

LOT 18, IN BLOCK 2, ACCORDING TO THE SURVEY OF CREST LANE GARDENS, SECOND SECTOR, AS RECORDED IN MAP BOOK 56, PAGE 89 IN THE PROBATE OF JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION.

Property Address: 445 19th Ter NE, Birmingham, AL 35215

File # OSLAW-14851

LOT 4, IN BLOCK 7, ACCORDING TO THE CORRECTED MAP OF HOLIDAY PARK ESTATES, SECOND SECTOR, AS RECORDED IN MAP BOOK 43, PAGE 95, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 800 27th Avenue NE, Birmingham, AL 35215

File # OSLAW-14852

LOT 60, BLOCK 5, ACCORDING TO THE SURVEY OF TARRANT GARDEN ESTATES, THIRD SECTOR, AS RECORDED IN MAP BOOK 75, PAGE 64, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 2412 Etowah, Birmingham, AL 35217

File # OSLAW-14853

LOT 36, ACCORDING LO THE AMENDED MAP OF COSBY HILLS, SECOND ADDITION, AS RECORDED IN MAP BOOK 134, PAGE 62, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 6525 Kathy Circle, Pinson, AL 35126

File # OSLAW-14854

LOTS 20 AND 21, BLOCK 9, ACCORDING TO THE SURVEY OF OAKVILLE, AS RECORDED IN MAP BOOK 8, PAGE 103 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 516 Pinellas Street, Birmingham, AL 35206

## 20141222000402630 12/22/2014 04:05:08 PM MORT 40/64

File # OSLAW-14855

LOT 24, BLOCK 21, ACCORDING TO THE SURVEY OF CRESTLINE'S HOLIDAY GARDENS, FOURTH SECTOR, AS RECORDED IN MAP BOOK 49, PAGE 56 A, B AND C, IN THE PROBATE OFFICE OF JEFFERSON COUNTY.

Property Address: 532 Bonnie Bell Lane Birmingham AL 35210

File # OSLAW-14856

LOT 9, BLOCK 8, ACCORDING TO THE SURVEY OF CENTERWOOD PARK, SECTOR NUMBER 3, AS RECORDED IN MAP BOOK 82, PAGE 46, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION.

Property Address: 1217 Turf Drive, Birmingham, AL 35215

File # OSLAW-14857

LOT 4, BLOCK 1, ACCORDING TO THE SURVEY OF EAST HAVEN ESTATES AS RECORDED IN MAP BOOK 52, PAGE 15, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 236 E. Haven Drive, Birmingham, AL 35215 File # OSLAW-KHL860

LOT 25, IN BLOCK 2, ACCORDING TO THE MAP AND SURVEY OF HICKORY HILLS ESTATES, FIFTH SECTOR, AS RECORDED IN MAP BOOK 101, PAGE 70, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 5112 Rick Drive, Pinson, AL 35126

File # OSLAW-KHL862

ALL THAT PARCEL OF LAND IN CITY OF BIRMINGHAM, JEFFERSON COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED BOOK 200001, PAGE 2826, ID# 12-20-2-10-7, BEING KNOWN AND DESIGNATED AS LOT 4, BLOCK 2, SERENE VALLEY 2ND SECTION, FILED IN PLAT BOOK 85, PAGE 34.

Property Address: 604 Polly Reed Road, Birmingham, AL 35215

## 20141222000402630 12/22/2014 04:05:08 PM MORT 41/64

File # OSLAW-KHL864

LOT 13, ACCORDING TO THE AMENDED SURVEY OF R AND D ADDITION TO GRAYSON VALLEY, AS RECORDED IN MAP BOOK 121, PAGE 59, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 2538 Martin Circle, Birmingham, AL 35235

File # OSLAW-KHL865

LOT 1, IN BLOCK 7, ACCORDING TO THE MAP OF EDENWOOD, FIRST SECTOR, AS RECORDED IN MAP BOOK 18, PAGE 49 A & B, IN THE PROBATE OF JEFFERSON COUNTY, ALABAMA, BESSEMER DIVISION.

Property Address: 3248 Larabee Lane, Hueytown, AL 35023

File # OSLAW-KHL866

LOT 6, ACCORDING TO THE MAP AND SURVEY OF PEG-O-WOOD SUBDIVISION, A RESURVEY OF LOTS 7, 8, BLOCK 10, BORGAN & CLEVELAND 1ST ADDITION TO CENTER POINT, AS RECORDED IN MAP BOOK 94, PAGE 14, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1619 2nd Street NW, Birmingham, AL 35215

File # OSLAW-KHL867

LOT 23, BLOCK 5, ACCORDING TO THE SURVEY OF WOODLAND ESTATES, 3RD SECTOR 2ND PHASE AS RECORDED IN MAP BOOK 94, PAGE 17, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 424 20th Court NE, Birmingham, AL 35235 File # OSLAW-KHL868

LOT 9, BLOCK 2, ACCORDING TO THE SURVEY OF LEWIS' FIRST ADDITION TO HUFFMAN GARDENS, AS RECORDED IN MAP BOOK 42, PAGE 87, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 817 Hillview Drive, Birmingham, AL 35235

File # OSLAW-KHL869

LOT 12, ACCORDING TO THE SURVEY OF CEDARGATE, SECOND SECTOR, AS RECORDED IN MAP BOOK 117, PAGE 90, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

## 20141222000402630 12/22/2014 04:05:08 PM MORT 42/64

Property Address: 1504 Celinda Lane, Birmingham, AL 35235

File # OSLAW-KHL870

LOT 7-A, ACCORDING TO THE MAP OF JOHNSON'S 2ND ADDITION TO KINGWOOD, AS RECORDED IN MAP BOOK 26, PAGE 44, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA, BESSEMER DIVISION.

Property Address: 634 Mcpherson Lane, Hueytown, AL 35023

File # OSLAW-KHL871

PARCEL 6: LOT 1, BLOCK 6, ACCORDING TO THE SURVEY AND MAP OF CAHABA COVE SUBDIVISION, AS RECORDED IN MAP BOOK 114, PAGE 45 AND AMENDED IN MAP BOOK 115, PAGE 71 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 203 Butternut Lane, Trussville, AL 35173

File # OSLAW-KHL872

LOT 11, IN BLOCK 29, ACCORDING TO THE SURVEY OF CRESTLINE HOLIDAY GARDENS, FIFTH SECTOR, AS RECORDED IN MAP BOOK 49, PAGE 57 A AND B, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 716 Abigale Lane, Irondale, AL 35210

File # OSLAW-KHL873

LOT 16, BLOCK 16, ACCORDING TO THE SURVEY OF CRESTLINE'S HOLIDAY GARDENS FOURTH SECTOR, AS RECORDED IN MAP BOOK 49, PAGE 56, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 5157 Beacon Drive, Irondale, AL 35210 File # OSLAW-KHL875

PART OF THE EAST 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 1 WEST, SITUATED IN JEFFERSON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE SOUTHEAST CORNER OF SAID EAST 1/2 OF SAID 1/4 - 1/4 SECTION, THENCE IN A WESTERLY DIRECTION AND ALONG THE SOUTH

LINE OF SAID 1/4- 1/4 SECTION FOR A DISTANCE OF 281.68 FEET TO THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; THENCE CONTINUE ALONG THE LAST NAMED COURSE FOR A DISTANCE OF 380.23 FEET TO THE SOUTHWEST CORNER OF SAID EAST 1/2 OF SAID 1/4- 1/4 SECTION; THENCE TURN AN ANGLE TO THE RIGHT OF 88° 59' IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID EAST 1/2 OF SAID 1/4-1/4 SECTION FOR A DISTANCE OF 149.58 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF TYLER LOOP ROAD; THENCE TURN AN ANGLE TO THE RIGHT OF 112° 21' IN A SOUTHEASTERLY DIRECTION AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 411.06 FEET TO THE POINT OF BEGINNING.

Property Address: 6124 Tyler Loop Road, Pinson, AL 35126

File # OSLAW-KHL876

LOT 4, BLOCK 39, EXCEPT THE NORTH 10 FEET DEEDED TO THE CITY OF BIRMINGHAM FOR STREET PURPOSE, GATE CITY AS RECORDED IN MAP BOOK 1, PAGE 378, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION.

Property Address: 7233 Higdon Road S., Birmingham, AL 35212

File # OSLAW-KHL877

LOT 15, ACCORDING TO THE MAP OF FORESTDALE, AS RECORDED IN MAP BOOK 48, PAGE 30, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 221 Chickasaw Drive, Birmingham, AL 35214

File # OSLAW-KHL879

LOT 19, IN BLOCK 3, ACCORDING TO THE MAP AND SURVEY OF WINNETKA ESTATES, AS RECORDED IN MAP BOOK 56, PAGE 10, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1112 Kawanda Lane, Birmingham, AL 35215

File # OSLAW-KHL881

LOT 11, BLOCK 1, ACCORDING TO THE SURVEY OF REYNOLDS AND MORRISON ADDITION TO CENTER CREST, AS RECORDED IN MAP BOOK 90,

## 20141222000402630 12/22/2014 04:05:08 PM MORT 44/64

PAGE 17, THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 2655 6th Street NE, Birmingham, AL 35215

File # OSLAW-KHL882

LOT 16, ACCORDING TO THE AMENDED MAP OF LEGENDWOOD ESTATES, AS RECORDED IN MAP BOOK 114, PAGE 97, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 737 Sleepy Hollow Drive, Birmingham, AL 35214

File # OSLAW-KHL886

LOT 12, ACCORDING TO THE AMENDED MAP HUFFMAN PARK, AS RECORDED IN MAP BOOK 42, PAGE 49, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 305 Orange Circle, Birmingham, AL 35215

File # OSLAW-KHL892

LOT 24, ACCORDING TO THE SURVEY OF GRIMES REAL ESTATE AND INVESTMENT COMPANY'S THIRD ADDITION TO WESTWOOD AS RECORDED IN MAP BOOK 61, PAGE 60, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 308 Della Rose Drive, Birmingham, AL 35214

File # OSLAW-KHL893

LOT 13, BLOCK F, ACCORDING TO THE MAP OR SURVEY OF SPRING LAKE MANOR SUBDIVISION UNIT NUMBER 1 AS RECORDED IN PLAT BOOK 36, PAGE 89 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1377 Winola Lane, Birmingham, AL 35235

File # OSLAW-KHL894

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF JEFFERSON AND STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS FOLLOWS: LOT 45, ACCORDING TO THE SURVEY OF PHASE I, HIGHLAND TRACE, AS RECORDED IN MAP BOOK 173, PAGE 90, IN THE PROBATE OFFICE

OF JEFFERSON COUNTY, ALABAMA. BEING THE SAME PROPERTY AS CONVEYED FROM MICHAEL CORVIN, AUCTIONEER TO FEDERAL HOME LOAN MORTGAGE CORPORATION, AS DESCRIBED IN DEED BOOK 201217 PAGE 1741, RECORDED 09/07/2012 IN JEFFERSON COUNTY RECORDS,

Property Address: 4817 Highland Trace Drive, Birmingham, AL 35215

# File # OSLAW-KHL896

LOT 2B, ACCORDING TO THE SURVEY OF LOT 2, BLOCK 3, OF BORGAN AND CLEVELAND FIRST ADDITION TO CENTER POINT, MAP BOOK 27, PAGE 40, SAID RESURVEY BEING RECORDED IN MAP BOOK 174, PAGE 20, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA

Property Address: 210 NW 18th Avenue, Birmingham, AL 35215

File # OSLAW-KHL898

LOT 23, ACCORDING TO THE SURVEY OF BRIARMONT, AS RECORDED IN MAP BOOK 71, PAGE 64, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA. LESS AND EXCEPT: A PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 2 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF LOT NO. 23, ACCORDING TO BRIARMONT AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, IDENTIFIED AS TRACT NO. 30 PARCEL 1 ON ALDOT PROJECT NO. STPBH-7229 (601), MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE RUN NORTHWESTERLY ALONG THE EXISTING EASTERN RIGHT OF WAY LINE OF BRIARNONT DRIVE A DISTANCE OF 4 METERS, MORE OR LESS, TO A POINT THAT IS 7.900 METERS EAST OF AND AT A RIGHT ANGLE TO THE CENTERLINE OF BRIARMONT DRIVE AT STATION 30+45.000, THE POINT OF BEGINNING; THENCE RUN NORTH ALONG THE EXISTING EASTERN RIGHT OF WAY LINE OF BRIARMONT DRIVE A DISTANCE OF 23 METERS, MORE OR LESS, TO A POINT THAT IS 20.170 METERS SOUTH OF AND AT RIGHT ANGLES TO THE CENTERLINE OF SAID PROJECT AT STATION 110+28.932; THENCE CONTINUE NORTH ALONG THE EXISTING EASTERN RIGHT OF WAY LINE OF BRIARMONT DRIVE A DISTANCE OF 10 METERS, MORE OR LESS, TO A POINT THAT IS 13.767 METERS SOUTH OF AND AT RIGHT ANGLES TO THE CENTERLINE OF SAID PROJECT AT STATION 110+35.386; THENCE RUN EAST ALONG THE SOUTHERN RIGHT OF WAY LINE OF TARRANT-HUFFMAN ROAD A DISTANCE

## 20141222000402630 12/22/2014 04:05:08 PM MORT 46/64

OF 4 METERS, MORE OR LESS, TO A POINT THAT IS 13.920 METERS SOUTH OF AND AT RIGHT ANGLES TO THE CENTERLINE OF SAID PROJECT AT STATION 110+40.000 THENCE SOUTH A DISTANCE OF 31 METERS, MORE OR LESS, TO THE POINT OF BEGINNING.

Property Address: 1533 Tarrant Huffman Road, Birmingham, AL 35217

File # OSLAW-KHL899

LOT 3, BLOCK 11, ACCORDING TO THE SURVEY OF CENTERWOOD PARK, 3RD SECTOR, AS RECORDED IN MAP BOOK 95, PAGE 80, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1325 Turf Drive, Birmingham, AL 35215

File # OSLAW-KHL900

LOT 27, ACCORDING TO THE SURVEY OF SEVEN SPRINGS SECOND & THIRD SECTORS, AS RECORDED IN MAP BOOK 120, PAGE 70, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 904 August Drive, Birmingham, AL 35215

File # OSLAW-KHL901

LOT 28, BLOCK 8, ACCORDING TO THE MAP AND SURVEY OF ARROWHEAD THIRD SECTOR, AS RECORDED IN MAP BOOK 92, PAGE 1, IN THE PROBATE OFFICE OF JEFFERSON COUNTY ALABAMA.

Property Address: 908 Country View Drive, Birmingham, AL 35215

File # OSLAW-KHL902

LOT 28, BLOCK 12, ACCORDING TO THE SURVEY OF ROEBUCK GARDEN ESTATES, SECOND SECTOR, AS RECORDED IN MAP BOOK 44, PAGE 33, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA; BEING SITUATED IN JEFFERSON COUNTY, ALABAMA.

## 20141222000402630 12/22/2014 04:05:08 PM MORT 47/64

Property Address: 540 Zinnia Lane, Birmingham, AL 35215

File # OSLAW-KHL903

LOT 1, BLOCK 4, ACCORDING TO THE MAP OF ARROWHEAD, FIRST SECTOR, AS RECORDED IN MAP BOOK 88, PAGE 13, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 724 Country View Drive, Birmingham, AL 35215

File # OSLAW-KHL904

LOT 5, BLOCK 4, ACCORDING TO THE SURVEY OF SLEEPY HOLLOW, AS RECORDED IN MAP BOOK 109, PAGE 72, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 3137 Cobblestone Drive, Birmingham, AL 35215

File # OSLAW-KHL907

LOT 14, ACCORDING TO THE SURVEY OF WHEELER HAVEN, AS RECORDED IN MAP BOOK 13, PAGE 64, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BESSEMER DIVISION. SUBJECT TO ALL RIGHTS OF REDEMPTION IN FAVOR OF ALL PERSONS ENTITLE TO REDEEM THE PROPERTY FROM MORTGAGE FORECLOSURE SALE EVIDENCED BY MORTGAGE FORECLOSURE DEED RECORDED IN BOOK 201364 PAGE 4691 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 132 4th Plaza, Pleasant Grove, AL 35127 File # OSLAW-KHL909

LOT 1, ACCORDING TO THE SURVEY OF RODGERS DALE, AS RECORDED IN MAP BOOK 13, PAGE 26, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BESSEMER DIVISION.

Property Address: 937 9th Avenue, Pleasant Grove, AL 35127

File # OSLAW-KHL910

LOT 13, BLOCK 14, ACCORDING TO THE SURVEY OF SECOND SECTOR QUEENSBURY EAST, AS RECORDED IN MAP BOOK 127, PAGE 15, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA

Property Address: 773 15th Court NW, Birmingham, AL 35215

## 20141222000402630 12/22/2014 04:05:08 PM MORT 48/64

File # OSLAW-KHL911

LOT 13, BLOCK 1, ACCORDING TO THE SURVEY OF VALLEY WEST, AS RECORDED IN MAP BOOK 113, PAGE 31, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1808 Lyle Drive, Birmingham, AL 35235

File # OSLAW-KHL912

LOT 48, ACCORDING TO THE SURVEY OF 4TH SECTOR, SOUTHERN STRUCTURES ADDITION TO THE WESTWOOD HEIGHTS, 3TH AND 4TH SECTORS, AS RECORDED IN MAP BOOK 100, PAGE 55, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 3015 Summit Ridge Drive, Adamsville, AL 35005

File # OSLAW-KHL913

LOT 4, ACCORDING TO THE SURVEY OF KATHRYNE JONES RESURVEY OF LOTS 15, AND 16, SPRING LAKE ESTATES, SECOND SECTOR, AS RECORDED IN MAP BOOK 106, PAGE 21, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 913 Kathryne Circle, Birmingham, AL 25235

File # OSLAW-KHL915

LOT 19, IN BLOCK 2, ACCORDING TO THE SURVEY OF MARA VISTA ESTATES, SECOND SECTOR, AS RECORDED IN MAP BOOK 82, PAGE 32, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1831 Mara Drive, Center Point, AL 35215 File # OSLAW-KHL916

LOT 19, BLOCK 2, ACCORDING TO THE SURVEY OF BELWOOD SURVEY, AS RECORDED IN MAP BOOK 10, PAGE 33, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BESSEMER DIVISION.

Property Address: 721 Sherwood Road, Fairfield, AL 35064

File # OSLAW-KHL921

PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 1 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION, TOWNSHIP AND RANGE; THENCE EAST ALONG THE NORTH LINE OF SAID 1/4-1/4 SECTION 600 FEET; THENCE 89 DEGREES 45 MINUTES RIGHT A DISTANCE OF 152.39 FEET TO THE POINT OF BEGINNING; THENCE RUN 89 DEGREES 49 MINUTES LEFT FOR 100 FEET; THENCE 89 DEGREES 49 MINUTES RIGHT FOR A DISTANCE OF 100 FEET; THENCE 89 DEGREES 49 MINUTES RIGHT FOR A DISTANCE OF 150 FEET TO POINT OF BEGINNING, ALL OF SAID PROPERTY BEING SITUATED IN JEFFERSON COUNTY, ALABAMA.

Property Address: 12 21st Court NW, Birmingham, AL 35215

File # OSLAW-KHL923

STATE OF ALABAMA COUNTY OF JEFFERSON LOT 1 ACCORDING TO THE SURVEY OF LAURA ESTATES, FIRST AND SECOND SECTORS, AS RECORDED IN MAP BOOK 106, PAGE 27, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY OF ALABAMA.

Property Address: 1760 Sonia Drive, Birmingham, AL 35235

File # OSLAW-KHL924

LOT 61A, ACCORDING TO THE AMENDED MAP OF REGENCY EAST, 6TH SECTOR, AS RECORDED IN MAP BOOK 103, PAGE 92, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 5009 Juiata Drive, Irondale, AL 35210

File # OSLAW-KHL926

LOT 16, ACCORDING TO THE MAP OR RIDGEVIEW AS RECORDED IN MAP BOOK 41, PAGE 11 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 955 Hickory Circle, Birmingham, AL 35215

File # OSLAW-KHL928

## 20141222000402630 12/22/2014 04:05:08 PM MORT 50/64

LOT 9, BLOCK 4, ACCORDING TO THE SURVEY OF EASTWOOD PARK AS RECORDED IN MAP BOOK 18, PAGE 50, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 420 86th Street S, Birmingham, AL 35206

File # OSLAW-KHL934

LOT 29, IN BLOCK 10, ACCORDING TO THE MAP AND SURVEY OF BRIDLEWOOD FOREST ESTATES, THIRD SECTOR, AS RECORDED IN MAP BOOK 51, PAGE 59 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 505 16Th Ter NW, Birmingham, AL 35215

File # OSLAW-KHL935

LOT 3, AND THE EAST 2 FEET OF LOT 2, ACCORDING TO THE SURVEY OF HUFFMAN HEIGHTS, SECOND ADDITION AS RECORDED IN MAP BOOK 60, PAGE 1, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 105 Shawnee Lane NW, Birmingham, AL 35215

File # OSLAW-KHL939

LOT 1, BLOCK 1, ACCORDING TO THE SURVEY OF MERRYWOOD ESTATES FIRST ADDITION AS RECORDED IN MAP BOOK 67 PAGE 91 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA BIRMINGHAM DIVISION.

Property Address: 313 Della Rose Circle, Birmingham, AL 35214

File # OSLAW-KHL940

LOT 55, ACCORDING TO THE MAP AND SURVEY OF OAKLAND ESTATES FIRST ADDITION, AS RECORDED IN MAP BOOK 53, PAGE 4, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1139 Ware Boulevard, Birmingham, AL 35235

File # OSLAW-KHL943

LOT 9, BLOCK 2, ACCORDING TO THE SURVEY OF JONES ADDITION TO GLENBROOK ESTATES, AS RECORDED IN MAP BOOK 68, PAGE 24, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

## 20141222000402630 12/22/2014 04:05:08 PM MORT 51/64

Property Address: 836 86th Place S, Birmingham, AL 35206

File # OSLAW-KHL946

LOT 1, ACCORDING TO THE E.B. DANIEL, JR., RESURVEY OF LOT 4 AND THE NORTHEAST 25 FEET OF LOT 3 OF THOMAS RAY SHERROD SUBDIVISION, AS RECORDED IN MAP BOOK 73, PAGE 90, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1904 Reed Road NE, Birmingham, AL 35215

File # OSLAW-KHL947

LOT 7, IN BLOCK 3, ACCORDING TO THE MAP OF HILLCREST ESTATES, 2ND SECTOR, AS RECORDED IN MAP BOOK 106, PAGE 63, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 3006 Scaleybark Drive, Adamsville, AL 35005

File # OSLAW-KHL950

LOT 17, ACCORDING TO THE MAP AND SURVEY OF STERLING MANOR WEST, AS RECORDED IN MAP BOOK 17, PAGE 79, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BESSEMER DIVISION. SITUATED IN JEFFERSON COUNTY, ALABAMA, BESSEMER DIVISION.

Property Address: 113 Sterling Drive, Bessemer, AL 35023

File # OSLAW-KHL955

LOT 14, BLOCK 2, ACCORDING TO THE SURVEY OF CENTER CREST, AS RECORDED IN MAP BOOK 45, PAGE 27, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 508 26th Avenue NE, Center Point, AL 35215

File # OSLAW-KHL957

LOT 8, BLOCK 3, ACCORDING TO THE SURVEY OF SWEETWATER OAKS, 2ND SECTOR, AS RECORDED IN MAP BOOK 98, PAGE 7, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

## 20141222000402630 12/22/2014 04:05:08 PM MORT 52/64

Property Address: 1632 Maralyn Drive, Birmingham, AL 35235

File # OSLAW-KHL961

LOT 18, ACCORDING TO THE SURVEY OF JONES' ADDITION TO SHADYWOOD, SECOND SECTOR, AS RECORDED IN MAP BOOK 76, PAGE 61, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION.

Property Address: 705 Lance Boulevard, Birmingham, AL 35206

File # OSLAW-KHL962

LOT 2, ACCORDING TO THE SURVEY OF RIVER OAKS, AS RECORDED IN MAP BOOK 147, PAGE 21, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 2741 Wood Drive, Birmingham, AL 35215

File # OSLAW-KHL963

LOT 9, BLOCK 2, ACCORDING TO THE SURVEY OF PINE CREST, AS RECORDED IN MAP BOOK 72, PAGE 31, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 447 Argonne Drive NE, Birmingham, AL 35215

File # OSLAW-KHL964

LOT 11, BLOCK 6, ACCORDING TO THE SURVEY OF EAST HAVEN ESTATES, AS RECORDED IN MAP BOOK 52, PAGE 15, IN THE PROBATE COURT OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1309 Lake LN NE, Birmingham, AL 35215

File # OSLAW-KHL970

LOT 14, IN BLOCK 12, ACCORDING TO THE SURVEY OF VALLEY DALE, 1ST ADDITION, 6TH SECTOR, AS RECORDED IN MAP BOOK 72, PAGE 74, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

## 20141222000402630 12/22/2014 04:05:08 PM MORT 53/64

Property Address: 2825 2nd St Nw, Center Point, AL 35215

File # OSLAW-KHL972

LOT 4, BLOCK 5, ACCORDING TO THE SURVEY OF PINEVIEW GARDENS, SECOND SECTOR, AS RECORDED IN MAP BOOK 17 PAGE 12, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 2813 Emerald Ave, Bessemer, AL 35023

File # OSLAW-14823

LOT 7, BLOCK 4, ACCORDING TO THE MAP AND SURVEY OF HICKORY HILLS ESTATES, FIFTH SECTOR, AS RECORDED IN MAP BOOK 101, PAGE 70, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 5111 Hickory Drive, Pinson, AL 35126

File # OSLAW-14850

LOT 8, BLOCK 5, ACCORDING TO THE SURVEY OF RIDGEWOOD FOREST, FOURTH SECTOR, AS RECORDED IN MAP BOOK 111, PAGE 17, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION; SITUATED IN JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION.

Property Address: 105 Elm Circe, Trussville, AL 35173

File # OSLAW-14812

LOT 11 ACCORDING TO THE SURVEY OF OAK SHADOW, AS RECORDED IN MAP BOOK 114, PAGE 6 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA. BEING THE SAME PROPERTY ACQUIRED BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT PURSUANT TO THE PROVISIONS OF THE NATIONAL HOUSING ACT, AS AMENDED (42 USC 1441, ET. SEQ.). DEED DATED JUNE 13, 2012 AND RECORDED ON AUGUST 14, 2012 IN DEED BOOK LR201216 PAGE 10949.

Property Address: 1138 Oak Shadow Circle, Birmingham, AL 35215

File # OSLAW-14813

## 20141222000402630 12/22/2014 04:05:08 PM MORT 54/64

LOT 59, IN BLOCK 5, ACCORDING TO THE SURVEY OF TARRANT GARDEN ESTATES, THIRD SECTOR, AS RECORDED IN MAP BOOK 75, PAGE 64, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA. BEING THE SAME PROPERTY ACQUIRED BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT PURSUANT TO THE PROVISIONS OF THE NATIONAL HOUSING ACT, AS AMENDED (42 USC 1441, ET. SEQ.). DEED DATED JUNE 21, 2011 AND RECORDED ON DECEMBER 18, 2012 IN DEED BOOK LR201220 PAGE 7912.

Property Address: 2408 Etowah Street, Birmingham, AL 35217

File # OSLAW-14814

LOT 6, ACCORDING T THE SURVEY OF SUN RIDGE, AS RECORDED IN MAP BOOK 100, AT PAGE 54 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 2115 Sun Circle, Fultondale, AL 35068

File # OSLAW-14815

LOT 27, BLOCK 9, ACCORDING TO THE SURVEY OF BRIDLEWOOD FOREST ESTATES, THIRD SECTOR, AS RECORDED IN MAP BOOK 51, RAGE 59 A AND B IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA

Property Address: 1608 6th Street NW, Birmingham, AL 35215 File # OSLAW-14816

LOT 20, BLOCK 2, ACCORDING TO THE SURVEY OF STARDUST MANOR, SECTOR II, AS RECORDED IN MAP BOOK 60, PAGE 34 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA SUBJECT TO ALL OUTSTANDING RIGHTS OF REDEMPTION IN FAVOR OF PERSONS ENTITLED TO REDEEM THE PROPERTY FROM THAT CERTAIN MORTGAGE FORECLOSURE SALE EVIDENCED BY MORTGAGE FORECLOSURE DEED RECORDED IN BOOK 201312, PAGE 4384, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 113 16th Court Circle, Birmingham, AL 35215

File # OSLAW-14820

PARCEL 2 ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY

OF JEFFERSON, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS FOLLOWS: LOT 23, ACCORDING TO THE SURVEY OF CENTER POINT MEDICAL CENTER AND PLANNED RESIDENTIAL PARK 3RD SECTION, AS RECORDED IN MAP BOOK 107, PAGE 84, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA. BEING THE SAME PROPERTY AS CONVEYED FROM MICHAEL CORVIN, AUCTIONEER TO FEDERAL HOME LOAN MORTGAGE CORPORATION, AS DESCRIBED IN BOOK LR201220, PAGE 544, DATED 12/05/2012, RECORDED 12/12/2012, IN JEFFERSON COUNTY RECORDS.

Property Address: 245 Fox Glen Road NW, Birmingham, AL 35215

File # OSLAW-KHL945

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN BIRMINGHAM, JEFFERSON COUNTY, ALABAMA, TO-WIT: LOT 48, IN BLOCK 5, ACCORDING TO THE AMENDED MAP OF SUNRISE EAST-FOURTH SECTOR, AS RECORDED IN MAP BOOK 128, PAGE 39, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 164 Sunburst Circle, Birmingham, AL 35215

File # OSLAW-KHL878

LOT 13, BLOCK 6, ACCORDING TO THE MAP OF FOURTH PHASE, SECOND ADDITION TO SLEEPY HOLLOW, AS RECORDED IN MAP BOOK 221, PAGE 91, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 548 Bailey Drive, Birmingham, AL 35215

File # OSLAW-KHL936

LOT 8, ACCORDING TO THE SURVEY OF WILLOW GLEN AS RECORDED IN MAP BOOK 22, PAGE 32, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BESSEMER. TOGETHER WITH ALL IMPROVEMENTS SITUATED THEREON.

Property Address: 428 Willow Lane, Hueytown, AL 35228 File # OSLAW-KHL951

LOT 1, IN BLOCK 3, ACCORDING TO THE SURVEY OF EDGE-0-TOWN ESTATES, AS RECORDED IN MAP BOOK 64, PAGE 24, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

## 20141222000402630 12/22/2014 04:05:08 PM MORT 56/64

Property Address: 841 Wear Drive, Birmingham, AL 35235

File # OSLAW-KHL887

LOT 9, BLOCK 2, ACCORDING TO THE SURVEY OF GREEN HILL FOREST, AS RECORDED IN MAP BOOK 88, PAGE 60, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1729 Molly Drive, Birmingham, AL 35235

File # OSLAW-KHL888

LOT 16, BLOCK 1, ACCORDING TO THE MAP AND SURVEY OF FIRST SECTOR OF VALLEY CREST ESTATES, AS RECORDED IN MAP BOOK 125, PAGE 9, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 421 Bellehurst Drive, Birmingham, AL 35215

File # OSLAW-KHL889

LOTS 1 AND 1-A, IN BLOCK 3, ACCORDING TO THE SURVEY OF ROEBUCK GARDENS ESTATES, AS RECORDED IN MAP BOOK 40, PAGE 74 A & B, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1000 Park Place, Birmingham, AL 35215

File # OSLAW-KHL890

LOT 7, ACCORDING TO THE SURVEY OF CENTER POINT HIGHLANDS, THIRD ADDITION/AS RECORDED IN MAP BOOK 41, PAGE 41, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 112 26th Avenue NW, Birmingham, AL 35215

File # OSLAW-KHL891

LOT 12-A, ACCORDING TO A RESURVEY OF LOTS 12 AND 13 CENTER POINT MEDICAL CENTER AND PLANNED RESIDENTIAL PARK 4TH SECTOR, AS RECORDED IN MAP BOOK 110, PAGE 69, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

## 20141222000402630 12/22/2014 04:05:08 PM MORT 57/64

Property Address: 2925 2nd Place

Birmingham AL 35215

File # OSLAW-KHL895

LOT 2, IN THE BLOCK 4, ACCORDING TO THE SURVEY OF HICKORY RIDGE HILL ESTATES, SIXTH SECTOR, AS RECORDED IN MAP BOOK 106, PAGE 36, IN THE PROBATE OFFICE OF THE JEFFERSON COUNTY, ALABAMA.

Property Address: 5064 Darlene Drive, Pinson, AL 35126

File # OSLAW-KHL897

LOT 23, ACCORDING TO THE SURVEY OF COMPTON PARK, SECOND SECTOR, AS RECORDED IN MAP BOOK 78, PAGE 12, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 312 Harris Avenue, Adamsville, AL 35005

File # OSLAW-14838

LOT 1, BLOCK 2, SURVEY OF BRIDGEWOOD FOREST ESTATES, 5TH SECTOR, MAP BOOK 97, PAGE 64, PAGE JEFFERSON COUNTY, ALABAMA.

Property Address: 501 17th Avenue NW, Birmingham, AL 35215

File # OSLAW-KHL920

LOT 45, ACCORDING TO THE SURVEY OF ROLLINGWOOD ESTATES, 1" ADDITION TO THE 2ND SECTOR, AS RECORDED IN MAP BOOK 123, PAGE 29, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION.

Property Address: 1684 Brewster Road, Birmingham, AL 35235

File # OSLAW-KHL927

LOT 39, ACCORDING TO THE SURVEY OF OAK SHADOWS AS RECORDED IN MAP BOOK 114, PAGE 6, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 2708 Oak Shadow Ter, Birmingham, AL 35215

File # OSLAW-KHL914

## 20141222000402630 12/22/2014 04:05:08 PM MORT 58/64

LOT 163, ACCORDING TO THE AMENDED MAP OF COSBY HILL FIRST ADDITION AS RECORDED IN MAP BOOK 120, PAGE 19 A & B, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 6545 Telia Drive, Pinson, AL 35126

File # OSLAW-KHL863

LOT 29, ACCORDING TO THE AMENDED SURVEY OF VALLEY VIEW ESTATES, SECOND SECTOR, AS RECORDED IN MAP BOOK 56, PAGE 29, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA

Property Address: 2616 2nd Place NW, Birmingham, AL 35215

File # OSLAW-KHL880

LOT 57, ACCORDING TO THE SURVEY OF ECHO VALLEY, AS RECORDED IN MAP BOOK 67, PAGE 77, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 2008 NorthWest 9th Place, Center Point, AL 35215

File # OSLAW-KHL905

LOT 20, BLOCK 15, ACCORDING TO THE SURVEY OF EIGHTH ADDITION TO GRAYSON VALLEY ESTATES, HIGHLAND SECTOR, THE WOODLANDS, AS RECORDED IN MAP BOOK 149, PAGE 25 IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 2577 Daly Drive, Birmingham, AL 35235

File # OSLAW-KHL906

LOT 30, ACCORDING TO THE SURVEY OF LAURA ESTATES, FIRST AND SECOND SECTOR, AS RECORDED IN MAP BOOK 106, PAGE 27 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1759 Sonia Drive, Birmingham, AL 35235

File # OSLAW-KHL908

LOT 11, BLOCK 11, ACCORDING TO THE SURVEY OF BRIDLEWOOD FOREST ESTATES, THIRD SECTOR, AS RECORDED IN MAP BOOK 51, PAGE 59 A AND B, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA. LESS AND EXCEPT THE SOUTHEASTERLY 10 FEET OF LOT 11, BLOCK 11, BRIDLEWOOD FOREST ESTATES, THIRD SECTOR.

Property Address: 1612 5th Place, Birmingham, AL 35215

File # OSLAW-KHL917

LOT 29, ACCORDING TO SURVEY OF HUNTER'S GLEN, FIRST ADDITION, AS RECORDED IN MAP BOOK 6, PAGE 56, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

Property Address: 29 Fox Hound Trail, Pelham, AL 35124 File # OSLAW-KHL918

LOT 9, ACCORDING TO THE SURVEY OF MORRIS' ADDITION TO GREENRIDGE, AS RECORDED IN MAP BOOK 146, PAGE 58, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1701 Wendy Circle, Birmingham, AL 35235

File # OSLAW-KHL919

## PARCEL 1:

LOT 12, ACCORDING TO THE RESURVEY OF LAKEVIEW ESTATES, SECOND SECTOR, AS RECORDED IN MAP BOOK 68, PAGE 30, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 2608 Rainier Drive, Center Point, AL 35215

File # OSLAW-KHL929

LOT 19, ACCORDING TO THE SURVEY OF FIRST SECTOR OF LONGVIEW SECOND ADDITION TO SHADY GROVE, AS RECORDED IN MAP BOOK 105, PAGE 59, IN THE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 5072 Oak Leaf Circle, Adamsville, AL 35005

File # OSLAW-KHL931

LOT 22, ACCORDING TO THE MAP OF OAK HAVEN, FIRST ADDITION, AS RECORDED IN MAP BOOK 88, PAGE 24, IN THE PROBATE OFFICE OF

## 20141222000402630 12/22/2014 04:05:08 PM MORT 60/64

JEFFERSON COUNTY, ALABAMA.

Property Address: 1701 6th NW Street, Birmingham, AL 35215

File # OSLAW-KHL932

LOTS 37 AND 38, ACCORDING TO THE SURVEY OF PLEASANT HOMES, #2, IN THE SE 1/4 OF NW 1/4 OF SECTION 8, TOWNSHIP 18, RANGE 4 WEST, AS RECORDED IN MAP BOOK 9, PAGE 81, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA, BESSEMER DIVISION.

Property Address: 960 7th Place, Pleasant Grove, AL 35127 File # OSLAW-KHL933

LOT 11, ACCORDING TO THE MAP AND SURVEY OF FIRST SECTOR, GARNER AND GRABOWSKI'S FIRST ADDITION TO SUN VALLEY, AS RECORDED IN MAP BOO 113, PAGE 81, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA

Property Address: 800 Dunwoody Lane, Birmingham, AL 35215

File # OSLAW-KHL937

LOT 10, BLOCK 7, ACCORDING TO THE MAP AND SURVEY OF CRESTLINE'S HOLIDAY GARDENS, SECOND SECTOR, AS RECORDED IN MAP BOOK 49, PAGE 54, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 5040 Ewell Lane, Irondale, AL 35210

File # OSLAW-KHL938

LOT 15, BLOCK 7, ACCORDING TO THE SURVEY OF SMITHFIELD ESTATES 1ST ADDITION TO 3RD SECTOR, AS RECORDED IN MAP BOOK 102 PAGE 84, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 930 Chinchona Drive, Birmingham, AL 95214

File # OSLAW-KHL941

LOT 49, ACCORDING TO THE AMENDED MAP OF COSBY HILLS, SECOND ADDITION, AS RECORDED IN MAP BOOK 134, PAGE 62, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 6518 Chrissy Drive, Pinson, AL 95126

File # OSLAW-KHL942

LOT 24, BLOCK 3, ACCORDING TO THE MAP AND SURVEY OF CARRIAGE HILLS, SECOND SECTOR, AS RECORDED IN MAP BOOK 18, PAGE 25, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 445 Carriage Hills Drive, Bessemer, AL 35022

## File # OSLAW-KHL944

LOT 129A, ACCORDING TO THE RESURVEY LOTS 121-123, 126-137, 10 AND 11 OF OAKLAND ESTATES, FIRST ADDITION, AS RECORDED IN MAP BOOK 78, PAGE 5, IN THE PROBATE OFFICE OF JEFFERSON COUNTY ALABAMA.

Property Address: 1132 Corvair Circle, Birmingham, AL 35235

## File # OSLAW-KHL948

PART OF THE SE 1/4 OF THE NE 1/4, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 1 WEST, JEFFERSON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE SE 1/4 OF THE NE 1/4; THENCE RUN EAST ALONG THE SOUTH LINE OF SAID 1/4-1/4 363 FEET; THENCE TURN LEFT 90°24' AND RUN NORTH 190 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 123 FEET; THENCE TURN RIGHT 90°24' AND RUN EAST 37 FEET; THENCE TURN LEFT 90°24' AND RUN NORTH 155 FEET TO THE SOUTH LINE OF COX'S SECOND ADDITION TO CENTER POINT AS RECORDED IN MAP BOOK 53, PAGE 73; THENCE TURN RIGHT 90°24' AND RUN EAST ALONG THE SOUTH LINE OF SAID COX'S SECOND ADDITION TO CENTER POINT 192.71 FEET MORE OR LESS TO POINT 709 FEET FROM THE WEST LINE OF HANCOCK'S ADDITION TO CENTER POINT GARDENS AS RECORDED IN MAP BOOK 57, PAGE 74 IF SAID WEST LINE OF SAID SUBDIVISION WERE EXTENDED NORTHWARD THENCE TURN RIGHT 89°36' AND RUN SOUTH 150.96 FEET; THENCE TURN LEFT 90°24' AND RUN EAST 7.09 FEET MORE OR LESS TO THE WEST LINE OF SAID HANCOCK'S ADDITION TO CENTER POINT GARDENS THENCE TURN RIGHT 89°34' AND RUN SOUTH ALONG SAID WEST LINE OF HANCOCK'S ADDITION TO CENTER POINT GARDENS 127.04 FEET TO THE NORTH LINE OF LESLIES ADD. TO CENTER POINT RECORDED IN MAP BOOK 109, PAGE 24; THENCE TURN RIGHT 90°26' AND RUN WEST 236.87 FEET MORE OR LESS ALONG THE NORTH LINE OF LESLIES ADDITION TO CENTER POINT TO THE POINT BEGINNING.

Property Address: 319 22nd Terr NE, Birmingham, AL 35215

## File # OSLAW-KHL949

ALL 26, ACCORDING TO THE MAP OF FIRST SECTOR OF LONGVIEW'S ADDITION TO BAILEY AND PARRISH SUBDIVISION AS RECORDED IN MAP BOOK 112, PAGE 46, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 5232 Brigette Circle, Adamsville, AL 35005

#### File # OSLAW-KHL952

LOT 7, BLOCK 8, ACCORDING TO THE SURVEY OF CENTER POINT PARKWAY ESTATES, FIRST ADDITION, SECOND SECTOR, AS RECORDED IN MAP BOOK 97, PAGE 68, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA

Property Address: 409 NorthEast 35th Avenue, Center Point, AL 35215

File # OSLAW-KHL953

## PARCEL I:

LOT 39, WHICH LIES SOUTHEAST OF TIMBERCREST CIRCLE, EAST OF ENGLISH KNOLL AND NORTHWEST OF BREWSTER ROAD, ALL ACCORDING TO THE SURVEY OF ROLLINGWOOD ESTATES, 2ND SECTOR, AS RECORDED IN MAP BOOK 113, PAGE 2 AND AMENDED IN MAP BOOK 113, PAGE 75, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

## PARCEL II:

PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 1 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF LOT 39, OF THE AMENDED MAP OF ROLLINGWOOD ESTATES, 2ND SECTOR, AS RECORDED IN MAP BOOK 113, PAGE 75, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA; THENCE RUN SE ALONG THE NE LINE OF SAID LOT A DISTANCE OF 140.0 FEET TO THE SE CORNER OF SAME; THENCE TURN LEFT 90 DEGREES 00 MINUTES AND RUN NE A DISTANCE OF 20.0 FEET; THENCE TURN LEFT 90 DEGREES 00 MINUTES AND RUN NW A DISTANCE OF 140.0 FEET; THENCE TURN LEFT 90 DEGREES 00 MINUTES AND RUN SW A DISTANCE OF 20.0 FEET TO THE POINT OF BEGINNING. SITUATED IN JEFFERSON COUNTY,

## 20141222000402630 12/22/2014 04:05:08 PM MORT 63/64

ALABAMA.

Property Address: 1609 English Knoll Lane, Birmingham, AL 35235

File # OSLAW-KHL954

LOT 37, ACCORDING TO THE SURVEY OF VALLEY VIEW ESTATES FIFTH AND SIXTH SECTION AS RECORDED IN MAP BOOK 94, PAGE 13, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 305 26th NW Court, Birmingham, AL 35215

File # OSLAW-KHL956

LOT 2, ACCORDING TO THE MAP AND SURVEY OF LAURA ESTATES, FIRST AND SECOND SECTORS, AS RECORDED IN MAP BOOK 106, PAGE 27, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1756 Sonia Drive, Birmingham, AL 35235

File # OSLAW-KHL958

LOT 16 AND THE WEST 5 FEET OF LOT 17, ACCORDING TO THE SURVEY OF BOWDEN-BISHOP ADDITION TO ROEBUCK, AS RECORDED IN MAP BOOK 41, PAGE 68, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 39 Sunset Lane, Birmingham, AL 35215

File # OSLAW-KHL959

PARCEL 2: (1193 DOGWOOD LN)

LOT 7, BLOCK 14, ACCORDING TO THE SURVEY OF ROEBUCK GARDEN ESTATES, AS RECORDED IN MAP BOOK 40, PAGE 74 A&B, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1193 Dogwood Lane, Birmingham, AL 35215

File # OSLAW-KHL960

LOT 2, BLOCK 2, ACCORDING TO THE SURVEY OF WESTWOOD GARDENS IN HUEYTOWN AS RECORDED IN MAP BOOK 6, PAGE 33, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 201 Beechwood Drive, Bessemer, AL 35023

## 20141222000402630 12/22/2014 04:05:08 PM MORT 64/64

File # OSLAW-KHL965

LOT 11, BLOCK 4, ACCORDING TO THE SURVEY OF BARNISDALE FOREST, SECOND SECTOR, AS RECORDED IN MAP BOOK 52, PAGE 77, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 1108 Sherwood Forest Drive, Birmingham, AL 35235

File # OSLAW-KHL966

LOT 16, IN BLOCK 3, ACCORDING TO THE SURVEY OF CEDARBARK EAST, AS RECORDED IN MAP BOOK 113, PAGE 28, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 8540 Valley Hill Drive, Birmingham, AL 35206

File # OSLAW-KHL967

LOT 6, IN BLOCK 7, ACCORDING TO THE MAP AND SURVEY OF VALLEY DALE, THIRD SECTOR, AS RECORDED IN MAP BOOK 64, PAGE 31, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 2813 3rd NW Street, Birmingham, AL 35215

File # OSLAW-KHL968

LOT 5, BLOCK 10, ACCORDING TO THE MAP AND SURVEY OF VON DALES, FIRST SECTOR, AS RECORDED IN MAP BOOK 57, PAGE 6, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Property Address: 212 Cathy Lane, Birmingham, AL 35215

A H N N

Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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