

This Mortgage Assigned to Protective Life Insurance Co.  
of Birmingham, Alabama  
From Southern Bank & Trust Co.  
on 30 day of Sept. 1971. Assignment recorded  
in Vol. 1209 of R. E. Mortgages on Page 631

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an iron pin; thence continuing along said Circle, N. 9-30 E., 123.8 feet to an iron pin; thence along the line of Dallas W. Griffin, S. 44-17 E., 168 feet to an iron pin; thence continuing along said line, N. 45-43 E., 300 feet to an iron pin, the beginning corner.

Together with all and singular rights, members, hereditaments and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures, or other real improvements, now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

1. The Mortgagor herein shall remit and pay over to the Mortgagee, and the Mortgagee shall be entitled to receive in addition to all repayments of principal and interest called for in the note which this mortgage secures, and as long as any portion of the principal and interest on the note which this mortgage secures remains outstanding and unpaid, twenty percent (20%) per annum of all gross rentals received by the Mortgagor, both now and from time to time in the future, from the real estate described in the within mortgage in excess of any minimum annual rentals now and from time to time in the future provided to be paid to the Mortgagor, as Lessor, under the terms of any lease of the whole or any part of the real estate hereinabove described, which amount shall be computed and become due and payable by the Mortgagor to the Mortgagee annually within thirty (30) days following the date on which such rentals, exceeding the minimum annual rentals, become due and payable to the Mortgagor as Lessor. The percentage of the rental payments in excess of the minimum annual rentals hereinabove provided to be paid by the Mortgagor to the Mortgagee shall not be credited toward payment of any principal, interest or escrow for taxes, assessments, or fire and extended coverage insurance on the mortgaged premises from time to time due under the terms of the note and as otherwise provided in this mortgage instrument.
2. The Mortgagor herein within 90 days following the close of each fiscal year of the Mortgagor shall furnish to the Mortgagee an acceptable operating statement certified to by a certified public accountant chosen by the Mortgagor showing all income and expenses attributable to the mortgaged premises during the preceeding fiscal year of the Mortgagor.
3. As long as any portion of the principal or interest at any time due on the note which this mortgage secures shall remain unpaid, the Mortgagor covenants and agrees to pay over, remit and deposit with the Mortgagee with each monthly payment of principal and interest due on the note which this mortgage secures (a) an amount equal to 1/12th of the annual fire and extended coverage insurance premium or