

1652

STATE OF ALABAMA

COUNTY OF JEFFERSON

MORTGAGE

THIS MORTGAGE AGREEMENT, made this 15th day of October, 1991, between SOUTHEAST COMPUTER SERVICES, INC., a corporation, (the "Mortgagor"), and E. WAYNE MCCAIN, (the "Mortgagee").

Recitals

The Mortgagor is the owner of the fee simple title to the real estate and the buildings and improvements thereon, situated and being in the County of Shelby, State of Alabama, more particularly described in Exhibit A attached to this agreement (which real estate, buildings, and improvements are collectively called the "Mortgaged Premises"), having contemporaneously acquired the mortgaged premises from the Mortgagee.

The consideration for this mortgage is \$100,000.00, being the amount of \$30,000.00 representing part of the purchase price of the property paid by Mortgagor to Mortgagee, and \$70,000.00 representing Mortgagee's agreement to continue to pay all interest and principal payments under the First Mortgage (this agreement is referred to as the "Wraparound Mortgage").

The Mortgaged Premises are subject to, and the Wraparound Mortgage is subordinate to, a certain mortgage note and mortgage securing said note, said mortgage being described as given by E. Wayne McCain to Central Bank of the South, and recorded in Book 369, Page 378, in the Probate Office of Shelby County, Alabama, which mortgage constitutes a first mortgage lien upon the Mortgaged Premises described on Exhibit A attached hereto, the principal balance of which mortgage is \$70,000.00 as of the date of this agreement (which mortgage and mortgage note it secures are referred to collectively as the "First Mortgage").

Now, therefore, the Mortgagor and the Mortgagee agree as follows:

1. Wraparound Mortgage. The total principal amount due to the Mortgagee by the Mortgagor is the amount of \$100,000.00 being the amount of \$30,000.00 purchase money advanced by the Mortgagee to the Mortgagor upon the execution of this agreement and the amount of \$70,000.00 representing the agreement by the Mortgagee to pay all of the interest and principal payments under the First Mortgage.

2. Interest. The interest rate payable on the principal sum of the Wraparound Mortgage shall be the annual rate of eleven and one-half percent (11.5%). The interest at the eleven and one-half percent (11.5%) per annum rate shall commence to accrue on October

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15, 1991.

3. Payments. The principal sum of the Wraparound Mortgage together with interest thereon at the annual rate of eleven and one-half percent (11.5%) shall be payable as follows: constant equal monthly payments of \$1,168.19 each shall be paid commencing on November 15, 1991, and the same amount shall be paid monthly thereafter on the 15th of each subsequent calendar month until October 15, 2006, at which date the entire unpaid principal balance of the Wraparound Mortgage, together with accrued interest, shall be due and payable. Each constant monthly payment when received shall be applied first in payment of interest on the unpaid balance and the balance in reduction of the unpaid principal sum.

4. Payments on first mortgage. The Mortgagee shall pay to the holder of the First Mortgage, the \$70,000.00 unpaid principal balance of the First Mortgage, together with all interest thereon accruing thereunder from and after October 14, 1991, as and when required by the terms of said First Mortgage, that is, by paying the constant monthly installments of principal and interest of \$763.18 before the expiration of the applicable grace periods provided for such payments as contained in the First Mortgage.

5. Obligations of Mortgagor--first mortgage.

(a) Performance. The Mortgagor shall comply with all of the terms, covenants, and conditions of the First Mortgage on the part of the Mortgagor to be performed or observed, other than with respect to the payment of the monthly constant payments of principal and interest due under the First Mortgage.

(b) Default. If the Mortgagor shall fail to comply with any of the terms, provisions and conditions of the First Mortgage within five days prior to the expiration of any applicable grace period provided for in the First Mortgage and such failure shall result in a default thereunder (other than with respect to payment of the monthly constant payments), such failure on the part of the Mortgagor shall automatically constitute a default under the Wraparound Mortgage which shall entitle the Mortgagee, at its option, to exercise any and all of the same rights and remedies given the Mortgagee in the Wraparound Mortgage in the event of a default in the payment of principal or interest under the Wraparound Mortgage.

6. Principal reductions. If the unpaid principal balance of the First Mortgage is reduced either by application by the holder of the First Mortgage of insurance proceeds or of condemnation proceeds in reduction of the principal balance, or by prepayments made by the Mortgagor with the prior written consent of the Mortgagee, so that in either event the Mortgagee's obligation under the Wraparound Mortgage to pay to the holder of the First Mortgage the unpaid principal balance of the First Mortgage is similarly

reduced, then in such event, the Mortgagee agrees that the Mortgagor's obligation to pay the principal indebtedness to the Mortgagee under the Wraparound Mortgage, shall be likewise reduced by an equivalent amount; such equivalent amount to be deducted from the payment to be made by the Mortgagor to the Mortgagee under the Wraparound Mortgage at maturity; but no such reduction shall operate to reduce the obligation of the Mortgagor to make the constant monthly payments (of principal and interest) due and payable under the Wraparound Mortgage.

7. Grace period. If the Mortgagee shall default in making any required constant payment (of principal and/or interest) under the First Mortgage, at least five days prior to the expiration of the applicable grace period therefor, the Mortgagor shall have the right to advance the funds necessary to cure such default and all funds so advanced by the Mortgagor, together with interest thereon at the rate of 11.5 percent per annum shall be credited against the next installment(s) of the interest and principal due under the Wraparound Mortgage.

8. Casualty and condemnation. Anything hereinbefore contained to the contrary notwithstanding:

(a) Casualty. In case of casualty to any portion of the Mortgaged Premises resulting in damage or destruction, all insurance monies paid to the Mortgagee, less the actual costs, fees and expenses (if any) incurred in connection with the adjustment of the loss, and provided no default exists pursuant to the terms of the Wraparound Mortgage, shall be made available to the Mortgagor from time to time towards the cost of restoring the Mortgaged Premises, as the work of restoration progresses. Such payments shall be made on the certification of an independent, reputable licensed architect of the Mortgagor or of the then owner of the Mortgaged Premises, showing the amounts actually expended or incurred in connection with such restoration. This provision shall be further conditioned on proof satisfactory to the Mortgagee being submitted to the Mortgagee in writing prior to the request for release of any proceeds, that the cost of such restoration will not exceed the net amount of the insurance proceeds actually collected; and if it shall be determined that the cost of restoration will be in excess of the net amount of such proceeds then, the Mortgagor agrees to deposit with the Mortgagee sufficient funds (or security therefor reasonably acceptable to the Mortgagee) which, when added to the net insurance proceeds collected, shall be adequate to pay for the complete restoration. If the amount of the net insurance proceeds received by the Mortgagee from the insurance carrier, plus any additional funds paid by the Mortgagor, is in excess of the actual amount necessary to effect such restoration, then after the completion of such restoration, any balance remaining in the hands of the Mortgagee, shall be applied by the Mortgagee to the payment of principal due under the Wraparound Mortgage at maturity, but no such principal payments shall operate to reduce the obligation of

the Mortgagor to make the constant monthly payments (of principal and interest) due and payable under the Wraparound Mortgage. The provisions of this subparagraph (a) are subject to the rights of the holder of the First Mortgage. Prior to release of funds under this subparagraph (a) or subparagraph (b), Mortgagor shall submit proof satisfactory to Mortgagee that there are no claims for mechanics liens.

(b) Eminent domain. In the event of any partial taking of any of the Mortgaged Premises in condemnation or by right of eminent domain, Mortgagee agrees, provided the Mortgagor is not in default in the performance of any of the covenants and agreements contained herein, to make the net award paid to the Mortgagee, less all expenses incurred in effecting collection of such award payable in such condemnation or eminent domain proceedings, available from time to time as work progresses to the Mortgagor or then owner of the Mortgaged Premises for the purpose of restoring the improvements on the Mortgaged Premises to a complete architectural unit, such award to be made available in the same manner and under the same conditions as the fire insurance proceeds are required to be made available to the Mortgagor or then owner of the Mortgaged Premises pursuant to subparagraph (a) of this paragraph 8.

9. Reimbursement. In the event of a default in the performance or observance of any of the covenants or conditions on the part of the Mortgagor to be performed or observed, the Mortgagee may, at its option, perform the same, and the expense thereof, together with interest at 12 percent per annum (or lesser percentage, not exceeding the maximum rate legally collectible, if 12 percent exceeds the maximum legal rate) from the date the expense is incurred until date of reimbursement by the Mortgagor to the Mortgagee, shall immediately be due and payable from the Mortgagor to the Mortgagee, and be secured by the Wraparound Mortgage.

10. Financial and operating reports. The Mortgagor shall furnish to the Mortgagee, within 30 days after the mailing by the Mortgagee of a written request (but not more than once in any year) a detailed statement in writing signed by the Mortgagor (or a duly authorized officer of Mortgagor if a corporation, or by a general partner if the Mortgagor is a partnership) covering the period of time specified in such request, showing all income derived from the operation of the Mortgaged Premises and all disbursements made in connection therewith, and a rent roll listing all tenants (which may be by apartment or office numbers instead of names) of the Mortgaged Premises, the rent and other charges payable under the terms of their leases or other agreements, and the expiration dates of their leases. The Mortgagee and its authorized representatives shall have the right to enter and inspect the Mortgaged Premises at all reasonable times.

11. Covenants run with land. The covenants contained in this

agreement shall run with the land and bind the Mortgagor, the successors and assigns of the Mortgagor and all subsequent owners, encumbrancer, tenants and subtenants of the Mortgaged Premises and shall inure to the benefit of the Mortgagee, the personal representatives, successors, and assigns of the Mortgagee and all subsequent holders of the Wraparound Mortgage.

12. Attorneys' fees; defenses waived. If any mortgage note which the Wraparound Mortgage secures shall be placed in the hands of an attorney for collection, either after maturity or upon the Mortgagor's default, or if legal proceedings are instituted for the recovery of such note, or any part thereof, or for interest thereon, or if such note is placed in the hands of attorney to protect the rights of the holder or to enforce any of the agreements contained in the Wraparound Mortgage, (all or any of the foregoing as a result of the Mortgagee's default), the Mortgagor shall pay to the Mortgagee the reasonable fees of the attorney who may be employed for such purpose. The Mortgagor waives any defense, setoff or counterclaim (except as may result from the Mortgagee's failure to make the constant monthly payments under the First Mortgage provided to be paid by Mortgagee in paragraph 4) in any action or proceeding to enforce payment or any other provisions of the Wraparound Mortgage.

13. Condemnation; application of proceeds. If the Mortgaged Premises or any part thereof shall be taken in condemnation by any governmental authority, the Wraparound Mortgage and the notes secured by it, after vesting of title in such condemnation and until paid, shall nevertheless continue to bear interest at the rate of 11.5 percent per annum (or lesser percentage not exceeding the maximum rate legally collectible if 11.5 percent exceeds the maximum legal rate). If the rate of interest on the condemnation award paid by the government or condemning authority is less than the 11.5 percent rate, the Mortgagor covenants to pay to the Mortgagee the amount of difference between the 11.5 percent interest and the interest paid by such government or condemning authority, computed upon the unpaid principal from the date to which interest on the Wraparound Mortgage shall have been paid to the date of pay of the award to the Mortgagee, and the Mortgagor assigns to the Mortgagee so much of the award in such condemnation as shall be required to pay said difference in interest. The foregoing assignment of the award is in addition to and not in derogation or limitation of, the rights in and claim to any condemnation award for the taking of the whole or part of the Mortgaged Premises which, by virtue of the Wraparound Mortgage or by operation of law, the Mortgagee may have for the principal and interest under the Wraparound Mortgage unpaid and accrued on the date of the vesting of title in such condemnation.

14. Leases. The Mortgagor shall not cancel, abridge, or otherwise modify existing or future tenancies, sub-tenancies, leases, or sub-leases of the Mortgaged Premises, or accept

prepayment of installments of rent without the prior written consent of the Mortgagee which shall not be unreasonably withheld or delayed, except that the Mortgagor may, without the consent of the Mortgagee, cancel any lease, provided that simultaneously therewith, the Mortgagor enters into a new lease with a replacement tenant, (i) who has a net worth equal to or greater than the net worth of the tenant under the lease to be canceled; and (ii) the annual rental payable under such new lease shall not be less than the annual rental payable under the lease to be canceled; and (iii) the new lease shall be for a term not less than the remaining canceled term of the lease that was canceled.

15. Notices and payments. The Mortgagor shall promptly send to the Mortgagee copies of any notices received by them from the holder of the First Mortgage. The Mortgagee shall send to the Mortgagor, at the time the Mortgagee makes each monthly constant payment to the holder of the First Mortgage, an advice that each such payment has been made. (A copy of the Mortgagee's transmittal letter, if any, will suffice).

16. Continuing obligations. The obligations of the Mortgagor under the Wraparound Mortgage, and the mortgage notes which it is given to secure, shall continue until the entire debt is paid, notwithstanding any action or actions of partial foreclosure which may be brought to recover any amount or amounts for installments of principal, interest, taxes, assessments, water rates, vault taxes or fire insurance premiums or other payments due and payable under the provisions of the Wraparound Mortgage.

17. Mortgage tax. If it is determined by any governmental authority having jurisdiction that United States or Alabama State mortgage taxes are due on any mortgage note secured by the Wraparound Mortgage, the Mortgagor shall pay the amount of the mortgage taxes, together with any accrued penalty.

18. Waiver. No delay or omission by the Mortgagee to exercise any right, power, or remedy accruing under the Wraparound Mortgage shall be construed to be a waiver of any default or acquiescence. A waiver in one or more instances to exercise any right, power or remedy shall apply only to the particular instance or instances, and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but every term, covenant, provision or condition establishing such right, power or remedy shall survive and continue to remain in full force and effect.

19. U.C.C. documents. At the request of the Mortgagee, the Mortgagor shall execute and deliver Uniform Commercial Code Financing Statements, in duplicate, covering the fixtures, chattels, and articles of personal property subject to the lien of the Wraparound Mortgage.

20. Municipal requirements. The Mortgagor shall promptly pay and discharge any and all license fees or similar charges, with penalties and interest, which may be imposed by the municipality in which the Mortgaged Premises are situated, for the use of vaults, chutes, areas and other space beyond the lot line and under or abutting the public sidewalks in front of or adjoining the Mortgaged Premises. The Mortgagor shall promptly cure any violation of law and comply with any order of the municipality in which the Mortgaged Premises are situated respecting the repair, replacement or condition of the sidewalk or curb in front of or adjoining the Mortgaged Premises. On default of any of the foregoing, the Mortgagee may pay any and all such license fees or similar charges with penalties and interest, and the charges of the municipality for such repair or replacement, and the Mortgagor shall repay the same upon demand, with interest thereon at the rate of 12 percent per annum (or lesser percentage, not exceeding the maximum rate legally collectible if 12 percent exceeds the maximum legal rate) from the date the expense is incurred until the date of reimbursement by the Mortgagor to the Mortgagee, and the same shall thereupon be liens on the Mortgaged Premises and secured by the Second Mortgage.

21. Further instruments. The Wraparound Mortgage is a security agreement which covers, and the Mortgaged Premises includes, both real and personal property and all other rights and interests, whether tangible or intangible in nature, of the Mortgagor in the Mortgaged Premises. The Mortgagor shall, at the request of the Mortgagee, deliver to the Mortgagee any and all further instruments which the Mortgagee shall require in order to further secure and perfect the lien of the Wraparound Mortgage.

22. Severability. If any term, covenant, or condition of the Wraparound Mortgage shall be held to be invalid, illegal, or unenforceable in any respect, the Wraparound Mortgage shall be construed without such provision.

23. Governing law; cumulative rights. The terms of the Wraparound Mortgage shall be construed under the laws of the State of Alabama. The rights of the Mortgagee shall be separate, distinct, and cumulative and none shall be given effect to the exclusion of the others. No act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

24. Prepayment penalty. The Mortgagor shall have the right to prepay in full the unpaid balance of the indebtedness under the Wraparound Mortgage at any time by giving to Mortgagee at least 90 days prior written notice, by paying the principal and interest due plus a prepayment fee as follows: During the first loan year, 3 percent of the then principal amount; thereafter the prepayment fee will reduce by one half of 1 percent each loan year until the prepayment fee is reduced to 1 percent which 1 percent shall

prevail during the remaining term of the loan. A "loan year" shall be any one year beginning on the date of this agreement or any anniversary hereof. If the Mortgagor prepays the entire unpaid principal balance of the indebtedness under the Wraparound Mortgage, the amount to be paid by the Mortgagor shall include any prepayment charges due under the First Mortgage. In addition, if the Mortgagee makes any prepayment of the First Mortgage either in whole or in part and pays to the holder of the First Mortgage a prepayment fee, the amount of the prepayment fee shall be added to and become part of the principal of the Wraparound Mortgage and shall bear interest at the rate of 11.5 percent per annum (or lesser percentage not exceeding the maximum rate collectible, if 11.5 percent exceeds the maximum legal rate).

25. Subsequent liens. No further mortgage may be placed by the Mortgagor against the Mortgaged Premises or any part thereof unless such mortgage shall contain express language satisfactory to the Mortgagee subordinating such further mortgage to the lien of the Wraparound Mortgage and to all the provisions thereof, including, but not limited to, the full principal indebtedness of the Wraparound Mortgage as such principal indebtedness may be reduced by the application of a portion of the constant monthly payments thereunder in amortization of said principal indebtedness and all past and future advances made or to be made by the Mortgagee. The placing, by the Mortgagor, or by any subsequent fee owner of all or any portion of the Mortgaged Premises, of any such mortgage not containing the subordination provisions herein required shall make such mortgage null and void and of no force and effect, and such act shall be a default under the Wraparound Mortgage, entitling the Mortgagee to the same rights and remedies given Mortgagee in the Wraparound Mortgage for nonpayment of interest and/or principal.

26. Subrogation. The Mortgagor agrees that the Mortgagee is subrogated to all of the rights, remedies, and liens held by the holders of the First Mortgage to the extent of all amounts paid out or advanced by the Mortgagee which are used directly or indirectly to reduce, pay-off, discharge, or satisfy in whole or in part any part of the indebtedness secured by the First Mortgage, or to cure any default thereunder.

27. First mortgage. The Mortgagor agrees, immediately at the request of the Mortgagee from time to time, to notify and confirm to the holder of the First Mortgage in writing signed by the Mortgagor sent by registered or certified mail, return receipt requested, with a counterpart of said notification delivered to the Mortgagee, that (i) the Mortgagor has entered into the Wraparound Mortgage, describing the essence of the Wraparound Mortgage so that the holder of the First Mortgage will understand the same as it affects said holder, and (ii) payment of the constant monthly payments under the First Mortgage as well as deposits for taxes, assessments and similar charges which are mentioned in the First

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Mortgage, as well as any prepayment under the First Mortgage, or payment after acceleration of the First Mortgage, shall be made by the holder of Wraparound Mortgage upon receipt of the same from the Mortgagor, (iii) authorizing and directing the holder of the First Mortgage to accept the aforesaid payments, as well as the payment or performance of any other obligation contained in the First Mortgage on the part of the Mortgagor to be performed thereunder, with same effect as if paid or performed by the Mortgagor itself, (iv) directing the holder of the First Mortgage to send and deliver to the holder of the Wraparound Mortgage counterpart copies of all demands, notices and communications of defaults, payments due, or otherwise, required to be given or actually given to the Mortgagor, (v) requesting the holder of the First Mortgage to enter into an agreement with the holder of the Wraparound Mortgage whereby the holder of the Wraparound Mortgage shall be given notice of and opportunity to cure any default by the Mortgagor under the First Mortgage.

28. First mortgage due dates. Notwithstanding anything to the contrary contained in the Wraparound Mortgage, all payments required to be made by the Mortgagor, whether to the Mortgagee or to any other person, by the provisions of the First Mortgage (except the constant payments of principal and interest under the First Mortgage, which the Mortgagee has agreed to pay) shall be due and payable at least 15 days prior to the time such payments are required to be made by the provisions of the First Mortgage, except if a period of time more than 15 days is required expressly by the Wraparound Mortgage, the longer period shall be effective.

The whole of the principal sum and interest on the Wraparound Mortgage shall become due at the option of the Mortgagee after default in the payment of any installment of principal or of interest for five days. The preceding sentence shall supersede any contrary provision elsewhere contained in the Wraparound Mortgage.

29. Purchase-money mortgage. The Wraparound Mortgage constitutes a purchase-money mortgage given to secure a portion of the purchase price paid by Mortgagor in acquiring the fee title to the Mortgaged Premises.

30. Representations of Mortgagor. The Mortgagor covenants, represents, and warrants that on the date of the agreement there is no default on its part under the First Mortgage, and there are no outstanding claims of indebtedness for labor or materials furnished in connection with the construction, improvements, alteration or repair of any building or other improvements on the Mortgaged Premises.

31. Assignment of first mortgage. In the event the Mortgagee pays or satisfies the First Mortgage at any time, the Mortgagor agrees that the Mortgagee shall be entitled, if it so desires to obtain from the holder of the First Mortgage, instead of

satisfaction piece, an assignment to it of the First Mortgage.

32. Refinancing. The First Mortgage and/or the Wraparound Mortgage may, at the sole option of the Mortgagee, be extended, replaced, increased,, modified, or consolidated ("Refinancing"), including, without limitation, a consolidation with the Wraparound Mortgage. Any mortgage so extended, replaced, increased, modified or consolidated, is referred to as "New Mortgage(s)".

The conditions of the Refinancing are as follows:

(1) All proceeds, if any, in excess of the then unpaid principal amount of the First Mortgage and/or the Wraparound Mortgage being refinanced shall be the property of the Mortgagee and shall not be deemed to reduce the principal amount of the Wraparound Mortgage plus interest and other charges secured by the Wraparound Mortgage. Notwithstanding any Refinancing, nothing shall be deemed to reduce, abridge or postpone the obligation of Mortgagor to make the regular payments of principal or interest or other payments required by the Wraparound Mortgage;

(2) The aggregate annual charges payable for interest and amortization on the New Mortgage(s) shall not at any time exceed the annual charges then payable for interest and amortization under the Wraparound Mortgage;

(3) The maturity date of any New Mortgage(s) shall not be later than the maturity date of the Wraparound Mortgage;

(4) If the proceeds of any New Mortgage(s) are insufficient to pay the unpaid principal amount then due to the holder of the mortgage being refinanced, the deficiency shall be paid by the Mortgagee;

(5) The Mortgagee shall pay all expenses necessary to consummate the closing of the New Mortgage(s);

(6) The aggregate unpaid principal amount of the New Mortgage(s) shall not at any time exceed the unpaid principal amount of the Wraparound Mortgage plus interest and other charges secured by the Wraparound Mortgage;

(7) In Refinancing, the forms customarily utilized by the holder of the New Mortgage for similar properties shall be used and if the holder of the New Mortgage has no forms which are customarily used for such property, the customary forms of an institutional lender who makes loans on similar properties shall be used;

(8) The New Mortgage(s) may provide for a prepayment penalty not to exceed 3 percent of the amount being prepaid;

(9) The Mortgagee shall request the holder of the New Mortgage(s) to utilize provisions equivalent to those contained herein for insurance and condemnation proceeds.

(10) The New Mortgage(s) shall not prohibit the sale of the Mortgaged Premises.

(11) The New Mortgage(s) shall not be cross-collateralized with any other mortgage or loan, and shall cover only the Mortgaged Premises. The maturity date of the Wraparound Mortgage for the purpose of this paragraph shall be deemed to be the maturity date when, pursuant to the terms of the Wraparound Mortgage, the unpaid principal amount thereof is stated therein to become due and payable.

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The Mortgagor shall execute any and all documents which may be necessary to effectuate such Refinancing, provided such documents shall provide for an exculpation of the Mortgagor from personal liability. Upon the Mortgagor's failure to execute such documents within ten days of the Mortgagee's written request therefor, the unpaid principal balance due on the Wraparound Mortgage and interest, shall become due, at the option of the Mortgagee in the same manner as failure of the Mortgagor to pay interest or principal under the Wraparound Mortgage. Any additional mortgage placed by the Mortgagor on the Mortgaged Premises or any part thereof shall be expressly subordinate to the Mortgagee's right of Refinancing.

33. Default in note. Any default under the terms of any notes which the Wraparound Mortgage secures shall be deemed a default under the Wraparound Mortgage and each of the terms, covenants, and conditions of such notes are incorporated in and made a part of this agreement.

34. Ground leases. No owner of the Mortgaged Premises shall enter into a ground or master lease covering all or a material part of the Mortgaged Premises unless (a) a true copy is delivered to the Mortgagee, by registered or certified mail not more than 10 days after the execution thereof; (b) such ground or master lease shall provide (i) that it is subject and subordinate to the Wraparound Mortgage and all advances, past or future, which may be made thereunder and the Refinancing, (ii) that all occupancy subleases shall provide that in case of termination of the ground or master lease, the sublessee will attorn to and recognize the lessor under such ground or master lease or the owner of the demised premises as sublessee's landlord unless such sublease shall have been terminated in any dispossession or foreclosure proceedings.

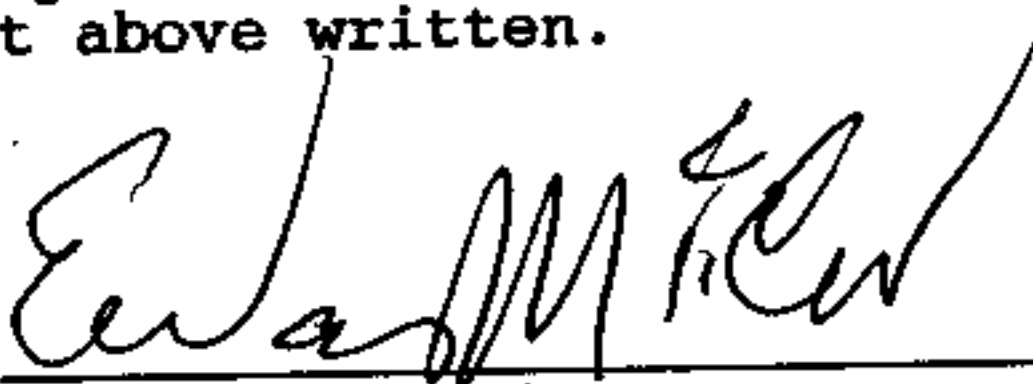
35. No usury. Anything herein to the contrary notwithstanding, the Mortgagor and the Mortgagee agree that the Mortgagee does not at any time intend to charge, nor does the Mortgagor have any obligation to pay, interest at a rate which

shall exceed the limits specified under the laws of the State of Alabama applicable to this agreement.

If any interpretation of the provisions of this agreement would require the Mortgagor to pay interest or other fees or sums, which, if paid, in the opinion of the Mortgagee or its counsel would constitute a violation of the above-mentioned intention of the parties, then the Mortgagee shall advise the Mortgagor in writing as to what reduced amount of interest or other charges or fees shall be paid and thereupon this agreement shall be deemed to be interpreted and intended to read as set forth in said writing as the true intention of the parties.

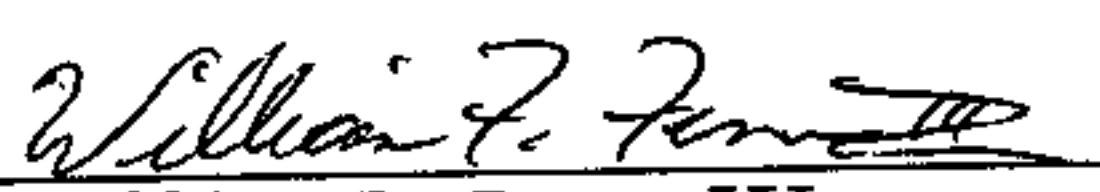
36. Amendment or termination. This agreement may not be changed, added to or terminated except if such change, addition or termination is in writing signed by the Mortgagor and Mortgagee. This agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this instrument as of the date first above written.


E. Wayne McCain

"Mortgagee"

SOUTHEAST COMPUTER SERVICES, INC.

By: 
William F. Fenn, III
Its President

"Mortgagor"

STATE OF ALABAMA)
) ss:
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that E. Wayne McCain, a married man, whose name is signed to the foregoing Wraparound Mortgage, and who is known to me, acknowledged before me on this day, that being informed of the contents of the above, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 15th day of October, 1991.

Tim M. Hall
Notary Public

My Commission Expires:
12-26-94

STATE OF ALABAMA)
) ss:
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William F. Fenn, III, whose name as President of Southeast Computer Services, Inc., a corporation, is signed to the foregoing Wraparound Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Officer and with full authority, executed the same voluntarily and as the act of said corporation.

Given under my hand and seal this 15th day of October, 1991.

Tim M. Hall
Notary Public

My Commission Expires:
12-26-94

This instrument was prepared by:

BEN L. ZARZAUR
Najjar Denaburg, P.C.
2125 Morris Avenue
Birmingham, AL 35203

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EXHIBIT "A"

A tract of land situated in the Northeast Quarter of the Northeast Quarter of Section 25, Township 20 South, Range 3 West, being more particularly described as follows: Commence at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 25, Township 20 South, Range 3 West and run Westerly along the South line of said Quarter-Quarter section 484.42 feet to a point on the Easterly right of way of McCain Parkway; thence turn right 91 degrees 32 minutes 11 seconds and run along said right of way 239.40 feet to the point of beginning; thence continue along last described course along said right of way 96.11 feet to a point on the South line of a 30 foot easement; thence turn right 78 degrees 19 minutes 01 seconds and run along said easement 29.05 feet; thence turn left 16 degrees 33 minutes 14 seconds and run along said easement 158.76 feet; thence turn right 132 degrees 14 minutes 56 seconds and run 179.08 feet; thence turn right 74 degrees 27 minutes 06 seconds and run 125.00 feet to the point of beginning. Situated in Shelby County, Alabama.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 OCT 29 AM 8:13

John H. Thompson, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ 150.00
2. Mtg. Tax	\$ 35.00
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$ 1.00
5. No. Fee	\$ 1.00
6. Certified Fee	\$ 1.00
Total	\$ 184.00