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Shelby County, Alabama

MORTGAGE, FINANCING STATEMENT, FIXTURE FILING, SECURITY AGREEMENT  
AND ASSIGNMENT OF LEASES AND RENTS

made by

LEISERV, INC. Mortgagor

to

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent,  
Mortgagee

Dated as of December 7, 2009

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**NOTE TO RECORDER:** THIS INSTRUMENT IS TO BE INDEXED AND/OR FILED AS BOTH A  
MORTGAGE AND AS A FINANCING STATEMENT FILED AS A FIXTURE FILING

THIS INSTRUMENT IS SUBJECT TO THE TERMS AND PROVISIONS OF THE INTERCREDITOR  
AGREEMENT, DATED AS OF AUGUST 14, 2009 (AS SUCH AGREEMENT MAY BE AMENDED,  
RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME  
TO TIME) AMONG JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT FOR THE FIRST  
PRIORITY SECURED PARTIES REFERRED TO THEREIN, THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., AS COLLATERAL AGENT FOR THE SECOND PRIORITY SECURED PARTIES  
REFERRED TO THEREIN, BRUNSWICK CORPORATION, AND EACH OF THE OTHER LOAN PARTIES  
REFERRED TO THEREIN.

PURSUANT TO SECTION 29(B), THE MAXIMUM AMOUNT OF PRINCIPAL INDEBTEDNESS SECURED  
BY THIS MORTGAGE AT THE TIME OF EXECUTION OR WHICH UNDER ANY CONTINGENCY MAY  
HEREAFTER BECOME SECURED BY THIS MORTGAGE AT ANY TIME IS ONE MILLION FOUR  
HUNDRED FIFTY THREE THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$1,453,520.00)

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**Recording requested by, and after recording, please return to:**

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017  
Attn: Christopher Garcia

MORTGAGE, FINANCING STATEMENT, FIXTURE FILING, SECURITY  
AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

THIS MORTGAGE, FINANCING STATEMENT, FIXTURE FILING, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS, dated as of December 7, 2009 is made by Leiserv, Inc., a Delaware corporation ("**Mortgagor**"), whose address is c/o Brunswick Corporation, 1 North Field Court, Lake Forest, Illinois 60045, and whose state organizational identification number is 2073929, to THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as collateral agent for the Holders and the Indenture Trustee (as such terms are defined below) (in such capacity, the "**Mortgagee**" which term shall be deemed to include successors and assigns as mortgagee under this Mortgage), whose address is 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602. References to this "**Mortgage**" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

Background

A. Subject to Mortgage Permitted Exceptions (as defined in the Indenture referred to below), Mortgagor (i) is the owner of the fee simple estate in the parcel(s) of real property described on Schedule A attached hereto (the "**Land**"), and (ii) owns all of the buildings, improvements, structures, and fixtures now or subsequently located on the Land (the "**Improvements**"; the Land and the Improvements being collectively referred to as the "**Real Estate**").

B. Pursuant to that certain Indenture dated as of August 14, 2009 among Brunswick Corporation, a Delaware corporation (the "**Company**"), the Subsidiary Guarantors defined therein, and The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "**Indenture Trustee**"; and such Indenture, as the same may be amended, supplemented, restated replaced, substituted or otherwise modified from time to time, the "**Indenture**"), the Company has issued, and may issue in the future, its 11.250% Senior Secured Notes due 2016 (as the same may be amended, supplemented, restated, replaced, substituted or otherwise modified from time to time, and including any Additional Notes (as defined in the Indenture), collectively, the "**Notes**").

C. The Company, the other Grantors as defined therein, and The Bank of New York Mellon Trust Company, N.A., as Collateral Agent for the Secured Parties (as defined below), are parties to that certain Pledge and Security Agreement dated as of August 14, 2009 (as the same may be amended, supplemented, restated replaced, substituted or otherwise modified from time to time, the "**Security Agreement**").

D. The Mortgagee, JPMorgan Chase Bank, N.A., as administrative agent for the First Priority Secured Parties as defined therein, the Company and the other Loan Parties as defined therein, are parties to that certain Intercreditor Agreement dated as of August 14, 2009 (as the



same may be amended, supplemented, restated replaced, substituted or otherwise modified from time to time, the “**Intercreditor Agreement**”).

E. Mortgagor has executed and delivered this Mortgage pursuant to the requirements of the Indenture in order to secure the Secured Obligations (as defined below) (including with respect to any guarantee pursuant to Article X of the Indenture). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement or the Indenture, as applicable. References in this Mortgage to “**Secured Parties**” shall mean the Mortgagee, the Indenture Trustee and the Holders. References in this Mortgage to the “**Default Rate**” shall mean the rate of interest borne by the Notes. References in this Mortgage to “**Event of Default**” means the occurrence of any Event of Default as that term is defined in the Indenture.

Now, therefore, in consideration of the premises, Mortgagor hereby agrees as follows:

#### Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure (i) in the event the Mortgagor is the Company, the prompt and complete payment and performance of any principal, interest, penalties, fees, premiums (if any), indemnifications, reimbursements, guarantees and other liabilities payable under the Notes, the Additional Notes, the Indenture and the Collateral Documents, in each case, whether now or hereafter existing, renewed or restructured, whether or not from time to time decreased or extinguished and later increased, created or incurred, whether or not arising on or after the commencement of a proceeding under Title 11, U.S. Code or any similar federal or state law for the relief of debtors (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding and (ii) in the event the Mortgagor is a Subsidiary Guarantor, the prompt and complete payment and performance of all obligations and liabilities of Mortgagor which may arise under, out of, or in connection with this Mortgage, the Security Agreement, and the guarantee by Mortgagor of the Notes and the Additional Notes, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Mortgagee or any Secured Party that are required to be paid by Mortgagor pursuant to the terms of any of the foregoing agreements) (as applicable, the “**Secured Obligations**”), MORTGAGOR HAS CONVEYED, GRANTED, BARGAINED, SOLD, ALIENATED, ENFEOFFED, RELEASED, ASSIGNED, TRANSFERRED, MORTGAGED, WARRANTED AND SET OVER AND BY THESE PRESENTS DOES HEREBY CONVEY, GRANT, BARGAIN, SELL, ALIENATE, ENFEOFF, RELEASE, ASSIGN, TRANSFER, MORTGAGE, WARRANT AND SET OVER TO MORTGAGEE, AND GRANTS MORTGAGEE, WITH MORTGAGE COVENANTS, A LIEN ON AND SECURITY INTEREST IN:

(A) the Land and the Improvements;

(B) all right, title and interest Mortgagor now has or may hereafter acquire in and to the Improvements or any part thereof and all the estate, right, title, claim or



demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof;

(C) all right, title and interest of Mortgagor in, to and under all easements, rights of way, licenses, operating agreements, abutting strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, development rights, air rights, mineral and soil rights, plants, standing and fallen timber, and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(D) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings, appliances and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in and used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window-cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (D) being referred to as the “**Equipment**”);

(E) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Improvements and the Equipment, subsequently acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite that are being incorporated into the Improvements, and, in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor;

(F) all right, title and interest of Mortgagor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Mortgagor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the “**Leases**”), and all rights of Mortgagor in respect of cash and securities deposited



thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Mortgaged Property (as defined below) (collectively, the “**Rents**”);

(G) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor’s interest in and to all such insurance policies and all proceeds of such insurance policies (including title insurance policies), including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth herein and in the Indenture; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein, subject to the provisions relating to such awards and compensation generally set forth herein, in the Indenture and the Intercreditor Agreement;

(H) to the extent assignable, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements and options relating to the purchase or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate; and

(I) all proceeds, both cash and noncash, of the foregoing.

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (A) through (E) are collectively referred to as the “**Premises**”, and those described in the foregoing clauses (A) through (I) are collectively referred to as the “**Mortgaged Property**”).

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby granted and conveyed unto Mortgagee, its successors and assigns forever, upon the trust and for the uses and purposes set forth herein, subject to Mortgage Permitted Exceptions and to the other terms and conditions set forth herein;

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Indenture has terminated or defeased pursuant to its express terms and all of the Secured Obligations (other than contingent indemnification obligations for which no claim has been made) have been indefeasibly paid and performed in full, then this Mortgage, and all the properties, interest and rights herein granted, bargained and sold shall cease, terminate and be void.



This Mortgage covers present and future advances and re-advances, in the aggregate amount of the Secured Obligations, made by the Secured Parties for the benefit of Mortgagor, and the lien of such future advances and re-advances shall relate back to the date of this Mortgage.

### Terms and Conditions

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

1. Warranty of Title. Until this Mortgage is satisfied and released in accordance with Section 10 of this Mortgage, Mortgagor shall warrant, defend and preserve its title and the lien of this Mortgage against all claims of all persons and entities except those having rights under Mortgage Permitted Exceptions.

2. Payment of Taxes and Other Impositions. (a) Except as may be otherwise provided in the Indenture, and subject to Mortgagor's right to contest same, prior to delinquency, Mortgagor shall pay or discharge or cause to be paid or discharged all material taxes, governmental charges and assessments levied or imposed upon the Mortgagor or the Premises (all of the foregoing are collectively referred to as the "**Impositions**"), except where (i) the validity or amount thereof is being contested in good faith by appropriate negotiations or proceedings or (ii) where the failure to effect such payment is not adverse in any material respects to the Holders. Upon request by Mortgagee, Mortgagor shall deliver to Mortgagee evidence reasonably acceptable to Mortgagee showing the payment of any such Imposition. If by law any Imposition, at Mortgagor's option, may be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Mortgagor may elect to pay such Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(b) Subject to the terms of the Indenture, nothing herein shall affect any right or remedy of Mortgagee under this Mortgage or otherwise, without notice or demand to Mortgagor, to pay any Imposition after the date such Imposition shall have become delinquent (unless Mortgagor is in compliance with clause (a) of this Section 2 in connection with such delinquency), and to add to the Secured Obligations the amount so paid, together with interest from the time of payment at the Default Rate. Any sums paid by Mortgagee in discharge of any Impositions shall be (i) a lien on the Premises secured hereby prior to any right or title to, interest in, or claim upon the Premises subordinate to the lien of this Mortgage, and (ii) payable on written demand by Mortgagor to Mortgagee together with interest at the Default Rate as set forth above.

3. Damage or Destruction. If the Mortgaged Property, or any material part thereof, shall be destroyed or damaged, Mortgagor shall, to the extent required by the Indenture, give prompt notice thereof to Mortgagee. All insurance proceeds payable in connection with such destruction or damage shall be applied in the manner set forth in the Indenture.

4. Condemnation/Eminent Domain. To the extent required by the Indenture, promptly following the receipt of notice of the institution of any proceedings for the condemnation of the Mortgaged Property, or any material portion thereof, Mortgagor shall notify



Mortgagee of the pendency of such proceedings. All amounts and proceeds payable in connection with any such condemnation shall be applied in the manner set forth in the Indenture.

5. Further Assurances. To the extent permitted under applicable law and the Indenture, and to further assure Mortgagee's rights under this Mortgage, Mortgagor agrees, within a reasonable amount of time after demand of Mortgagee, to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property and a separate assignment of each Lease in recordable form) as may be reasonably required by Mortgagee to confirm the lien of this Mortgage and all other rights or benefits conferred on Mortgagee by this Mortgage.

6. Mortgagee's Right to Perform. If Mortgagor fails to perform any of the covenants or agreements of Mortgagor set forth in this Mortgage within the applicable notice and grace period, if any, provided for in the Indenture, then Mortgagee, without waiving or releasing Mortgagor from any obligation or default under this Mortgage, may, at any time (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the Default Rate, shall immediately be due from Mortgagor to Mortgagee. To the extent that any such amounts or costs paid by Mortgagee shall constitute payment of (i) real estate taxes and assessments, (ii) premiums on insurance policies covering the Premises, (iii) reasonable expenses incurred in upholding or enforcing the lien of this Mortgage, including, but not limited to, the reasonable expenses of any litigation to prosecute or defend the rights and lien created by this Mortgage or (iv) any amount, costs or charge to which Mortgagee becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority, then, and in each such event, such amounts or costs, together with interest thereon at the Default Rate, shall (x) be added to the Secured Obligations, (y) be secured by this Mortgage and (z) be a lien on the Mortgaged Property prior to any right, title to, interest in, or claim upon the Mortgaged Property attaching subsequent to the lien of this Mortgage. No payment or advance of money by Mortgagee under this Section shall be deemed or construed to cure Mortgagor's default or waive any right or remedy of Mortgagee. Upon the occurrence and during the continuance of any Event of Default or if Mortgagor fails to make any payment or to do any act as herein provided, Mortgagee may, but without any obligation to do so and without notice to or demand on Mortgagor, unless otherwise required by the Indenture, and without releasing Mortgagor from any obligation hereunder, make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof. Mortgagee is authorized to enter upon the Real Estate for such purposes and, upon the occurrence and during the continuance of any Event of Default, (i) appear in, defend, or bring any action or proceeding to protect its interest in the Real Estate, (ii) foreclose this Mortgage or (iii) collect the Secured Obligations, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest at the Default Rate. All other reasonable costs and expenses incurred by Mortgagee in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding (including reasonable attorneys' fees to the extent permitted by law) shall bear interest 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. All such other reasonable costs and expenses incurred by Mortgagee together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the



Secured Obligations and be secured by this Mortgage and the Collateral Documents and shall be immediately due and payable upon demand by Mortgagee therefor.

7. Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default, in addition to any other rights and remedies Mortgagee may have pursuant to the Collateral Documents, or as provided by law, and without limitation, Mortgagee may immediately take such action, without notice or demand, unless otherwise required by the Indenture, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) Mortgagee may, to the extent permitted by applicable law, (A) institute and maintain an action of judicial foreclosure against all or any part of the Mortgaged Property, (B) institute and maintain an action under the Indenture or any other Collateral Documents on behalf of the Secured Parties, (C) sell all or part of the Mortgaged Property (Mortgagor expressly granting to Mortgagee the power of sale), or (D) take such other action at law or in equity for the enforcement of this Mortgage or any of the Collateral Documents as the law may allow. Mortgagee may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with interest thereon at the Default Rate and all reasonable costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Interest at the Default Rate shall be due on any judgment obtained by Mortgagee from the date of judgment until actual payment is made of the full amount of the judgment.

(ii) Mortgagee may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Secured Obligations, enter into and upon the Mortgaged Property and each and every part thereof and exclude Mortgagor and its agents and employees therefrom without liability for trespass, damage or otherwise (Mortgagor hereby agreeing to surrender possession of the Mortgaged Property to Mortgagee upon demand at any such time) and use, operate, manage, maintain and control of the Mortgaged Property and every part thereof. Following such entry and taking of possession, Mortgagee shall be entitled, without limitation, (x) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Mortgagee may, in its discretion, deem proper, (y) to enforce, cancel or modify any Lease and (z) generally to execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Mortgagee shall deem appropriate as fully as Mortgagor might do. Whenever, before any sale of the Mortgaged Property, all Secured Obligations that are then due shall have been paid and all Events of Default fully cured, Mortgagee will surrender possession of the Mortgaged Property back to Mortgagor, its successors or assigns.



(iii) Mortgagee may, 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 Secured Obligations then due and payable, subject to the continuing lien and security interest of this Mortgage for the balance of the Secured Obligations not then due, unimpaired and without loss of priority.

(iv) Mortgagee may sell for cash or upon credit the Real Estate 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 as may be required or permitted by law. This constitutes, and grants to Mortgagee, a Power of Sale pursuant to § 35-10-12 of the Alabama Code (1975), as amended.

(v) Mortgagee may recover judgment on the Secured Obligations either before, during or after any proceedings for the enforcement of this Mortgage or the Collateral Documents.

(vi) The rights granted to Mortgagor under Section 12 hereof shall automatically be revoked and Mortgagee may enter into or upon the Real Estate, 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 Real Estate and of such books, records and accounts to Mortgagee upon demand, and thereupon Mortgagee may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Mortgaged Property and conduct the business thereat; (ii) complete any construction on the Real Estate in such manner and form as Mortgagee deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Real Estate; (iv) exercise all rights and powers of Mortgagor with respect to the Mortgaged 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, collect and receive all Rents of the Real Estate and every part thereof; (v) require Mortgagor to vacate and surrender possession of the Real Estate to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise; and (vi) apply the receipts from the Mortgaged Property to the payment of the Secured Obligations, in such order, priority and proportions as Mortgagee shall deem appropriate in its sole discretion and in accordance with the Indenture after deducting therefrom all reasonable expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all reasonable amounts necessary to pay the taxes, other charges, insurance and other expenses in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of Mortgagee, its counsel, agents and employees. Whenever, before any sale of the Mortgaged Property, all Secured Obligations that are then due shall have been paid and all Events of Default





fully cured, Mortgagee will surrender possession of the Mortgaged Property back to Mortgagor, its successors or assigns.

(b) In case of Mortgagee's sale or foreclosure sale, the Real Estate and the related personal property may be sold in one parcel or in more than one parcel and Mortgagee is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Mortgage beyond the applicable notice and grace period provided for in the Indenture, if any, Mortgagee shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition and Mortgagee shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Mortgage.

(d) To the extent permitted by the Indenture, (i) upon the occurrence and during the continuance of any Event of Default, the Mortgagee shall require all other cash proceeds of the Mortgaged Property to be deposited in a special non-interest bearing cash collateral account with the Collateral Agent and held there as security for the Secured Obligations and (ii) Mortgagor shall not have any control whatsoever over said cash collateral account. Any such proceeds of the Mortgaged Property shall be applied in the order set forth in the Indenture unless a court of competent jurisdiction shall otherwise direct.

8. Right of Mortgagee to Credit Sale. Upon the occurrence of any sale made under this Mortgage, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Mortgagee may make settlement for the purchase price by crediting upon the Secured Obligations or other sums secured by this Mortgage the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other reasonable sums which Mortgagee is authorized to deduct under this Mortgage. In such event, this Mortgage, the Indenture and documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Secured Obligations as having been paid.

9. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right and without notice to Mortgagor, unless otherwise required by applicable law or the Indenture and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Secured Obligations or the interest of Mortgagor therein and without regard for the solvency of Mortgagor any guarantor, indemnitor with respect to the Secured Obligations or of any person otherwise liable for the payment of the Secured Obligations, shall have the right to apply to any court having jurisdiction to appoint a receiver trustee, liquidator or conservator of the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law or under the terms of the Indenture). Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any



part of the Mortgaged Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

10. Extension, Release, etc.

(a) This Mortgage shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Indenture has terminated or defeased pursuant to its express terms and (ii) all of the Secured Obligations (other than contingent indemnification obligations for which no claim has been made) have been indefeasibly paid and performed in full. Reference is made to Section 11.6 of the Indenture, which shall govern releases of Mortgaged Property. In connection therewith, at the request and sole expense of the Mortgagor, the Mortgagee shall promptly execute and deliver to the Mortgagor all releases or other documents, including, without limitation, releases, reconveyances and termination statements, reasonably necessary or desirable for the release of such Mortgaged Property. If at any time this Mortgage shall secure less than all of the principal amount of the Secured Obligations, it is expressly agreed that any repayments of the principal amount of the Secured Obligations shall not reduce the amount of the lien of this Mortgage until the lien amount shall equal the principal amount of the Secured Obligations outstanding. No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect the lien of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(b) If, in accordance with the Indenture, Mortgagee shall have the right to foreclose this Mortgage or to exercise its power of sale, Mortgagor authorizes Mortgagee at its option to foreclose the lien created by this Mortgage subject to the rights of any tenants of the Mortgaged Property. The failure to make any such tenants parties to or defendant in any such foreclosure proceeding and to foreclose their rights, or to provide notice to such tenants as required in any statutory procedure governing a sale of the Mortgaged Property by Mortgagee, or to terminate such tenant's rights in such sale will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the Secured Obligations or to foreclose the lien created by this Mortgage.

(c) Unless expressly provided otherwise, in the event that Mortgagee's interest in this Mortgage and title to the Mortgaged Property or any estate therein shall become vested in the same person or entity, this Mortgage shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

11. Security Agreement under Uniform Commercial Code; Fixture Filing.

(a) It is the intention of the parties hereto that this Mortgage shall constitute a "security agreement" within the meaning of the Uniform Commercial Code (the "**Code**") of the State in which the Premises are located. If an Event of Default shall occur and be continuing, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of





the Mortgaged Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). Subject to the terms and conditions of the Security Agreement, if Mortgagee shall elect to proceed under the Code, then ten (10) days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses. At Mortgagee's request, Mortgagor shall assemble the personal property and make it available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties.

(b) Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) to the extent that any of the goods described within the definition of the word "Equipment" are or are to become fixtures on the Real Estate, this Mortgage shall constitute a financing statement filed as a "fixture filing" within the meaning of Sections 7-9A-334 and 7-9A-502 of the Code covering the fixtures included within the Premises and is to be filed for record in the real estate records of each county where any part of the Premises (including said fixtures) is located; (ii) the real property to which the fixtures relate is described in Schedule A attached hereto; (iii) Mortgagor is the record owner of the Land; (iv) the name, type of organization and jurisdiction of organization of the debtor for purposes of this financing statement are the name, type of organization and jurisdiction of organization of Mortgagor set forth in the first paragraph on the first page of this Mortgage, and the name of the secured party for purposes of this financing statement is the name of Mortgagee set forth in the first paragraph on the first page of this Mortgage; (v) Mortgagor's state organizational identification number is set forth in the first paragraph on the first page of this Mortgage; and (vi) the mailing addresses of Mortgagor and Mortgagee are as set forth in the first paragraph on the first page of this Mortgage.

12. Assignment of Rents. Mortgagor hereby assigns to Mortgagee the Rents as further security for the payment and performance of the Secured Obligations, and Mortgagor grants to Mortgagee the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property or any part thereof, and to apply the Rents on account of the Secured Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Secured Obligations are paid and performed in full, but Mortgagee hereby waives the right to enter the Mortgaged Property for the purpose of collecting the Rents and Mortgagor shall be entitled to collect, receive, use and retain the Rents until the occurrence of and during the continuance of an Event of Default; such right of Mortgagor to collect, receive, use and retain the Rents may be revoked by Mortgagee upon the occurrence of and during the continuance of any Event of Default under this Mortgage by giving not less than five (5) days' written notice of such revocation to Mortgagor; in the event such notice is given, Mortgagor shall pay over to Mortgagee, or to any receiver appointed to collect the Rents, any lease security deposits, and shall pay monthly in advance to Mortgagee, or to any such receiver, the fair and reasonable rental value as determined by Mortgagee for the use and occupancy of the Mortgaged Property or of such part thereof as may be in the possession of Mortgagor or any affiliate of Mortgagor, and upon default in any such payment, Mortgagor and any such affiliate will vacate



and surrender the possession of the Mortgaged Property to Mortgagee or to such receiver, and in default thereof, may be evicted by summary proceedings or otherwise.

13. Additional Rights. Unless otherwise permitted by the Indenture, the holder of any subordinate lien or subordinate mortgage on the Mortgaged Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Mortgage nor shall Mortgagor consent to any holder of any subordinate lien or subordinate mortgage joining any tenant under any Lease in any trustee's sale or action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Mortgage, all subordinate lienholders and the trustees and beneficiaries under subordinate deeds of trust are subject to and notified of this provision, and any action taken by any such lienholder or trustee or beneficiary contrary to this provision shall be null and void. Upon the occurrence of and during the continuance of any Event of Default, Mortgagee may, in its sole discretion and without regard to the adequacy of its security under this Mortgage, apply all or any part of any amounts on deposit with Mortgagee under this Mortgage against all or any part of the Secured Obligations in accordance with the Indenture. Any such application shall not be construed to cure or waive any Event of Default or invalidate any act taken by Mortgagee on account of such Event of Default.

14. Notices. Any notice required or permitted to be given under this Mortgage shall be sent by e-mail, United States mail, telecopier, personal delivery or nationally established overnight courier service, and shall be deemed received (a) when received, if sent by hand or overnight courier service, or mailed by certified or registered mail notices or (b) when sent, if sent by e-mail or telecopier (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), in each case addressed to the Mortgagor at the notice address set forth in, and in accordance with, Section 12.1 of the Indenture, and to the Collateral Agent and the Secured Parties at the addresses set forth in, and in accordance with, Section 12.1 of the Indenture. Mortgagor and the Collateral Agent may change the address for service of notice upon it by a notice in writing to the other parties.

15. Modifications. This Mortgage may not be amended, supplemented or otherwise modified except in writing signed by the Mortgagee and in compliance with the Intercreditor Agreement and then only to the extent in such writing specifically set forth. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate mortgage, lien or encumbrance.

16. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding anything to the contrary contained in this Mortgage or in any provisions of any of the Collateral Documents, the obligations of Mortgagor and of any other obligor under the any of the Collateral Documents shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any





amounts constituting interest in excess of the maximum rate permitted by law to be charged by Mortgagee.

17. Mortgagor's Waiver of Rights. To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Secured Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. To the fullest extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law and except as otherwise provided herein or in the other Collateral Documents, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of exercise by Mortgagee of the foreclosure rights, power of sale or other rights hereby created.

18. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of the Secured Obligations and to exercise all rights and powers under this Mortgage or under any of the other Collateral Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Secured Obligations may now or hereafter be otherwise secured, whether by mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Collateral Documents to Mortgagee or to which either may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee as the case may be. In no event shall Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to Mortgagee, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee in possession," and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies except gross negligence or willful misconduct after Mortgagee takes possession or title.

19. Multiple Security. (a) If (i) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (ii) in addition to this Mortgage, Mortgagee shall now or hereafter hold or be the beneficiary of one or more



additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the Secured Obligations upon other property in the State in which the Premises are located (whether or not such property is owned by Mortgagor or by others) or (iii) both the circumstances described in clauses (i) and (ii) shall be true, then to the fullest extent permitted by law, Mortgagee may, at its election, commence or consolidate in a single trustee's sale or foreclosure action all trustee's sale or foreclosure proceedings against all such collateral securing the Secured Obligations (including the Mortgaged Property), which action may be brought or consolidated in the court of, or sale conducted in, any county in which any of such collateral is located. Mortgagor acknowledges that the right to maintain a consolidated trustee's sale or foreclosure action is a specific inducement to Mortgagee to extend the indebtedness evidenced by the Indenture or any other Collateral Documents, and Mortgagor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have.

(b) Mortgagor agrees that if Mortgagee shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property, which collateral directly or indirectly secures the Secured Obligations, or if Mortgagee shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral (or, in the case of a trustee's sale, shall have met the statutory requirements therefor with respect to such collateral), then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Mortgagee may commence or continue any trustee's sale or foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Mortgaged Property and Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to sell the Mortgaged Property in a trustee's sale, to foreclose this Mortgage nor the exercise of any other rights hereunder nor the recovery of any judgment by Mortgagee or the occurrence of any sale by Mortgagee in any such proceedings shall prejudice, limit or preclude Mortgagee's right to commence or continue one or more trustee's sales, foreclosure or other proceedings or obtain a judgment against (or, in the case of a trustee's sale, to meet the statutory requirements for, any such sale of) any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the Secured Obligations, and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Mortgage, and Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Mortgage on such basis.

(c) It is expressly understood and agreed that to the fullest extent permitted by law, Mortgagee may, at its election, cause the sale of all collateral which is the subject of a single trustee's sale or foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement



of the parties to dispose of and administer all collateral securing the Secured Obligations (directly or indirectly) in the most economical and least time-consuming manner.

20. Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee and its successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time if in the sole discretion of either of them such waiver is deemed advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrancers and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee and its successors and assigns. The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of Mortgagors shall be joint and several.

21. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor.

22. Governing Law, etc. This Mortgage shall be governed by and construed and interpreted in accordance with the laws of the State in which the Premises are located, and applicable United States Federal Law.

23. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "Mortgagee" shall mean "Mortgagee or any successor "collateral agent" under the Indenture," the word "person" shall include any individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, or other entity, and the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Mortgage are for convenience or reference only and in no way limit or amplify the provisions hereof.

24. Last Dollars Secured; Priority. To the extent that this Mortgage secures only a portion of the indebtedness owing or which may become owing by Mortgagor, the parties agree that any payments or repayments of such indebtedness shall be and be deemed to be applied first to the portion of the indebtedness that is not secured hereby, it being the parties' intent that the portion of the indebtedness last remaining unpaid shall be secured hereby.

25. The Collateral Agent. The Bank of New York Mellon Trust Company, N.A. has been appointed Collateral Agent for the Secured Parties hereunder pursuant to the Indenture. It



is expressly understood and agreed by the parties to this Mortgage that any authority conferred upon the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Indenture, and that the Collateral Agent has agreed to act (and any successor Collateral Agent shall act) as such hereunder only on the express conditions contained in the Indenture. Any successor Collateral Agent appointed pursuant to the Indenture shall be entitled to all the rights, interests and benefits of the Collateral Agent hereunder.

26. Indemnity. Mortgagor hereby agrees to indemnify the Mortgagee and each Secured Party of any of the foregoing Persons as provided in Section 7.6 of the Indenture.

27. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Mortgage shall be paid by the Mortgagor. The parties hereto agree that Mortgagee shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 7.6 of the Indenture.

28. Intercreditor Agreement. Notwithstanding anything to the contrary contained in this Mortgage, the liens, security interests and rights granted pursuant to this Mortgage or any other Collateral Documents shall be as set forth in, and subject to the terms and conditions of (and the exercise of any right or remedy by Mortgagee hereunder or thereunder shall be subject to the terms and conditions of), the Intercreditor Agreement. In the event of any conflict between this Mortgage or any other Financing Document and the Intercreditor Agreement, the Intercreditor Agreement shall control, and no right, power, or remedy granted to Mortgagee hereunder or under any other Collateral Documents shall be exercised by Mortgagee, and no direction shall be given by Mortgagee in contravention of the Intercreditor Agreement.

29. State Specific Provisions.

(a) Conflicts. To the extent of any inconsistency between this Section and the other provisions of this Mortgage, the terms and provisions of this Section shall govern and control.

(b) MAXIMUM SECURED AMOUNT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE MAXIMUM AMOUNT OF PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE AT THE TIME OF EXECUTION OR WHICH UNDER ANY CONTINGENCY MAY HEREAFTER BECOME SECURED BY THIS MORTGAGE AT ANY TIME IS ONE MILLION FOUR HUNDRED FIFTY THREE THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$1,453,520.00); PROVIDED THAT, SUCH LIMITATION SHALL NOT LIMIT THE SECURITY OF THIS MORTGAGE WITH RESPECT TO (A) INTEREST ON THE AFORESAID PRINCIPAL INDEBTEDNESS AT THE RATE SET FORTH IN THE NOTE AND (B) REPAYMENT TO THE MORTGAGEE AFTER THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT OF SUMS ADVANCED OR PAID FOR REAL ESTATE TAXES, CHARGES AND ASSESSMENTS THAT MAY BE IMPOSED BY LAW UPON THE MORTGAGED PROPERTY, AND (C) REPAYMENT TO THE MORTGAGEE AFTER THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT OF SUMS ADVANCED OR PAID FOR INSURANCE PREMIUMS WITH RESPECT TO THE MORTGAGED PROPERTY, AND (D) REPAYMENT TO THE MORTGAGEE AFTER THE



OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT OF ALL REASONABLE COSTS OR EXPENSES OF COLLECTION OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE OR OF THE DEFENSE OR PROSECUTION OF THE RIGHTS AND LIEN CREATED BY THIS MORTGAGE, AND (E) REPAYMENT TO THE MORTGAGEE OF SUMS ADVANCED OR PAID TO WHICH THE MORTGAGEE BECOMES SUBROGATED, UPON PAYMENT, UNDER RECOGNIZED PRINCIPLES OF LAW OR EQUITY, OR UNDER EXPRESS STATUTORY AUTHORITY, AND (F) THIS MORTGAGE SHALL CONTINUE TO SECURE THE ENTIRE OUTSTANDING AMOUNT OF THE INDEBTEDNESS UP TO THE MAXIMUM AMOUNT STATED HEREIN UNTIL ALL OF THE INDEBTEDNESS SECURED HEREBY HAS BEEN PAID IN FULL.

(c) MAXIMUM ADVANCES - ALABAMA. NOTWITHSTANDING ANY PROVISION HEREOF TO THE CONTRARY, THIS MORTGAGE SHALL NOT SECURE ANY FUTURE ADVANCES IN EXCESS OF THE AMOUNT STATED HEREIN UNLESS THE MORTGAGEE SHALL HAVE COMPLIED WITH THE REQUIREMENTS OF §40-22-2 OF THE CODE OF ALABAMA, 1975.






20091215000459090 19/21 \$2251.40  
Shelby Cnty Judge of Probate, AL  
12/15/2009 11:32:52 AM FILED/CERT

IN WITNESS WHEREOF this Mortgage has been duly executed by Mortgagor as of the date first above written.

LEISERV, INC., a Delaware corporation

By: 

Name: Randall S. Altman

Title: Vice President and Chief Financial  
Officer

[Shelby County, AL mortgage]




20091215000459090 20/21 \$2251.40  
Shelby Cnty Judge of Probate, AL  
12/15/2009 11:32:52 AM FILED/CERT

STATE OF ILLINOIS:  
COUNTY OF LAKE:

I, the undersigned authority in and for said County in said State, hereby certify that Randall S. Altman whose name as Vice President and Chief Financial Officer of Leiserv, Inc., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 1<sup>st</sup> day of December, 2009.

  
NOTARY PUBLIC  
My Commission Expires: 3/27/2013



[Shelby County, AL mortgage]



Schedule A

Description of the Land

  
20091215000459090 21/21 \$2251.40  
Shelby Cnty Judge of Probate, AL  
12/15/2009 11:32:52 AM FILED/CERT

[2908 Riverview Rd, Birmingham, AL]

Lot 1 of Cahaba Commons Subdivision, as recorded in Map Book 13, Page 145 of the Shelby County Probate Office.