

THIS INSTRUMENT PREPARED BY AND  
UPON RECORDING PLEASE RETURN TO:

Chad J. Post  
Baker, Donelson, Bearman,  
Caldwell & Berkowitz, PC  
420 20<sup>th</sup> Street North, Suite 1600  
Birmingham, Alabama 35203

**SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

STATE OF ALABAMA )

SHELBY COUNTY )

THIS INSTRUMENT IS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT, WHICH IS BEING FILED AS AND CONSTITUTES A MORTGAGE AND A FIXTURE FILING IN ACCORDANCE WITH ALABAMA CODE SECTION 7-9A-502(C) AND SHOULD BE CROSS-INDEXED IN THE INDEX OF FIXTURE FILINGS. DEBTOR IS THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED HEREIN. THE NAMES AND ADDRESSES OF DEBTOR ("MORTGAGOR") AND THE SECURED PARTY ("MORTGAGEE") ARE SET FORTH HEREIN.

THIS SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") made and entered into as of the 19<sup>th</sup> day of August, 2011, between QUALITY TIME PROPERTIES, LLC, an Alabama limited liability company, with an address of 522 Stewards Glen, Birmingham Alabama 35242 ("Mortgagor"), as mortgagor, and DUNCAN & THOMPSON CONSTRUCTION SERVICES, LLC, an Alabama limited liability company, with an address of 520 Mineral Trace, Suite D, Hoover, Alabama 35244 (such mortgagee and any subsequent holder of the Mortgage are referred to as the "Mortgagee"), as mortgagee. This Mortgage refers to Mortgagor and Mortgagee each as a "Party" and collectively as the "Parties".

**R E C I T A L S:**

A. Debtor is indebted to Holder in the principal amount of \$154,170.40, as provided in that certain Promissory Note of even date herewith executed by Debtor in favor of Holder (the "Note").

B. The Parties desire to secure the principal amount of the Note, together with interest thereon, whether absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions and modifications of the Note, and whether incurred or given as maker, endorser, guarantor or otherwise (the "Indebtedness");

**NOW, THEREFORE**, the undersigned Mortgagor, in consideration of the Indebtedness, and to secure the prompt payment of the Indebtedness, and any extension or renewals of same, and further to secure the performance of the covenants, conditions and agreements herein, has bargained and sold and does hereby GRANT, BARGAIN, SELL and CONVEY and ASSIGN unto Mortgagee, its successors and assigns, that certain tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), together with all buildings, structures, fixtures,



additions, modifications, repairs, replacements and improvements located or hereafter constructed on the Land (together with the Land, the "**Improvements**");

**TOGETHER WITH:** all right, title, interest and estate of Mortgagor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Land, the Improvements, and such property, rights, interests and estates hereinafter described are collectively referred to herein as the "**Property**");

#### **GRANTING CLAUSE ONE**

All easements, rights-of-way, strips and gores of land, streets, sewer rights, water, water courses, water rights and powers, air rights and development rights, all rights to oil, gas and other substances of any kind or character, and all rights, titles, interests, and appurtenances of any nature whatsoever, in any way belonging or pertaining to the Land and the Improvements and all the estates, rights, titles, interests, whatsoever, both at law and in equity, of Mortgagor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

#### **GRANTING CLAUSE TWO**

All machinery, furniture, furnishings, equipment, fixtures and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements (the "**Equipment**"), including any leases of any of the foregoing, any deposits existing at any time in connection with any of the foregoing, and the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Mortgagor in and to any of the Equipment that may be subject to any "security interests" as defined in the Uniform Commercial Code, as adopted and enacted by the State or States where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of this Mortgage;

#### **GRANTING CLAUSE THREE**

Awards or payments, including interest thereon, that may heretofore and hereafter be made with respect to the Land and the Improvements, whether from the exercise of the right of eminent domain or condemnation, or for any other injury to or decrease in the value of the Land and Improvements;

#### **GRANTING CLAUSE FOUR**

All leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Land and the Improvements, including any extensions or amendments thereof (the "**Leases**") and all rents, moneys payable as damages or in lieu of rent, royalties, income, deposits, profits and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Mortgagor or its agents or employees from any and all sources arising from or attributable to the Land and the Improvements (the "**Rents**"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness, subject to the provisions hereof;

#### **GRANTING CLAUSE FIVE**

All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or



settlements made in lieu thereof, for damage to the Property, subject to the provisions hereof;

#### GRANTING CLAUSE SIX

The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee in the Property;

#### GRANTING CLAUSE SEVEN

All accounts, escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all franchises, trade names, trademarks, and causes of action that now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (the "**Intangibles**"); and

#### GRANTING CLAUSE EIGHT

All proceeds, products, rents and profits from any of the foregoing.

**TO HAVE AND TO HOLD** the Property and all parts thereof unto Mortgagee, its successors and assigns forever;

AND Mortgagor covenants and agrees with Mortgagee as follows:

1. COVENANTS AND AGREEMENTS OF MORTGAGOR.

(a) Payment of Indebtedness and Incorporation of Covenants, Conditions and Agreements. Mortgagor shall pay the Indebtedness at the time and in the manner provided in the Note and in this Mortgage. All the covenants, conditions and agreements contained in (a) the Note, and (b) all and any of the documents including the Note and this Mortgage now or hereafter executed by Mortgagor and/or others and by or in favor of Mortgagee, which evidences, secures or guarantees all or any portion of the payments due under the Note or otherwise is executed and/or delivered in connection with the Note and this Mortgage (the "**Debt Documents**") are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein.

(b) Warranty of Title. Mortgagor is lawfully seized of an indefeasible estate in fee simple in the Land and real property hereby mortgaged, and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances whatsoever, and the Property does not constitute homestead property of the Mortgagor. Notwithstanding the foregoing, Mortgagee acknowledges that the Property is subject to that certain mortgage granted by Mortgagor in favor KMP Enterprises dated October 29, 2010 and recorded in Instrument No. 20101130000400020 (the "**Prior First Mortgage**").

(c) Performance of Debt Documents. Mortgagor will perform, observe and comply with all provisions hereof and of the Debt Documents, and will duly and punctually pay to Mortgagee the sum of money expressed in the Note, with interest thereon, and all other sums required to be paid by the Mortgagor pursuant to the provisions of this Mortgage and the Prior First Mortgage, all without any deductions or credit for taxes or other similar charges paid by Mortgagor.



(d) Covenant to Pay Taxes, Etc. Mortgagor, from time to time when the same shall become due, will pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and licenses fees, all water and sewer rents and charges, all charges for public utilities, and all other public charges whether of a like or different nature, ordinary or extraordinary, foreseen or unforeseen, imposed upon or assessed against them or the Property or any part thereof or upon the revenues, rents, issues, income and profits of the Property or arising in respect of the occupancy, use or possession thereof being hereinafter sometimes collectively referred to as "taxes and other assessments."

(e) Condemnation. If the Property or any part thereof, is taken under the power of eminent domain or by condemnation, the Mortgagee, its successors and assigns, shall as a matter of right be entitled to the proceeds of the award up to the extent of the amount of the Indebtedness which is hereby assigned to the Mortgagee, its successors and assigns. Mortgagee is authorized in the name of Mortgagor to execute and deliver valid acquittances thereof and to appeal from any such award.

(f) Insurance. To further secure the Indebtedness, the Mortgagor shall keep the Property and all improvements thereon insured against loss or damage by fire, lightning, hurricane and tornado for the fair and reasonable insurable value thereof.

(i) Mortgagor, at its sole cost and expense, for the mutual benefit of Mortgagor and Mortgagee, shall obtain and maintain during the entire term of this Mortgage (the "Term") policies of insurance against loss or damage by fire, lightning and such other perils as are included in a standard "all-risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy including, without limitation, riot and civil commotion, vandalism, malicious mischief, burglary and theft. Such insurance shall be in an amount equal to the greater of (A) the then full replacement cost of the Improvements and Equipment, without deduction for physical depreciation, and (B) such amount that the insurer would not deem Mortgagor a co-insurer under such policies. It is agreed that the initial amount of such insurance shall be not less than the principal amount of the Indebtedness. The policies of insurance carried in accordance with this subsection shall be paid annually in advance and shall contain a "Replacement Cost Endorsement" with a waiver of depreciation, and shall have a deductible no greater than \$10,000 unless so agreed by Mortgagee

(ii) Mortgagor, at its sole cost and expense, for the mutual benefit of Mortgagor and Mortgagee, shall also obtain and maintain during the Term the following policies of insurance:

(iii) Flood insurance if any part of the Property is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Program in an amount equal to the lesser of (A) the maximum amount available under the National Flood Insurance Program, or (B) the principal amount of the Indebtedness.

(iv) Comprehensive public liability insurance, including broad form property damage, blanket contractual and personal injuries (including death resulting therefrom) coverages and containing minimum limits per occurrence of \$2,000,000 and \$2,000,000 in the aggregate for any policy year. In addition, at least \$5,000,000 excess and/or umbrella liability insurance shall be obtained and maintained for any and all claims, including all legal liability imposed upon Mortgagor and all court costs and attorneys' fees incurred in connection with the ownership, operation and maintenance of the Property.

(v) Rental loss and/or business interruption insurance in an amount equal to the greater of (A) estimated gross revenues for twelve (12) months from the operations of the Property or (B)



the projected operating expenses (including debt service) for twelve (12) months for the maintenance and operation of the Property. The amount of such insurance shall be increased from time to time during the Term as and when new Leases and renewal Leases are entered into and the Rents increase or the estimate of (or the actual) gross revenue, as may be applicable, increases.

(vi) Insurance against loss or damage from (A) leakage of sprinkler systems and (B) explosion of steam boilers, air conditioning equipment, high pressure piping, machinery and equipment, pressure vessels or similar apparatus now or hereafter installed in the Improvements (without exclusion for explosions), to the extent that such items now or hereafter exist upon the Property, in an amount at least equal to the outstanding principal amount of the Note.

(vii) Worker's compensation insurance with respect to any employees of Mortgagor, as required by any governmental authority or legal requirement.

(viii) During any period of repair or restoration, builder's "all risk" insurance in an amount equal to not less than the full insurable value of the Property insuring against such risks (including, without limitation, fire and extended coverage and collapse of the Improvements to agreed limits) as Mortgagee may request, in form and substance acceptable to Mortgagee.

(ix) If the Property is or becomes a legal "non-conforming" use, ordinance or law coverage and insurance coverage to compensate for the cost of demolition and the increased cost of construction in amounts as requested by Mortgagee.

(x) All policies of insurance (the "**Policies**") required pursuant to this subsection: (A) shall be issued by companies approved by Mortgagee and licensed to do business in the state where the Property is located, with a claims paying ability rating of "A" or better by Standard & Poor's Rating Services, (B) shall name Mortgagee and its successors and/or assigns as their interest may appear as the beneficiary/mortgagee; (C) shall contain a non-contributory standard mortgagee clause and a lender's loss payable endorsement or their equivalents, naming Mortgagee as the person to which all payments made by such insurance company shall be paid; (D) shall contain a waiver of subrogation against Mortgagee; (E) shall be maintained throughout the Term without cost to Mortgagee; (F) shall be assigned and duplicate originals (or original certificates and evidences of insurance) delivered to Mortgagee; (G) shall contain such provisions as Mortgagee deems reasonably necessary or desirable to protect its interest including, without limitation, endorsements providing that neither Mortgagor, Mortgagee nor any other party shall be a co-insurer under such Policies and that Mortgagee shall receive at least thirty (30) days prior written notice of any modification, reduction or cancellation; and (H) shall be satisfactory in form and substance to Mortgagee and shall be approved by Mortgagee in its reasonable discretion as to amounts, form, risk coverage, deductibles, loss payees and insureds. Mortgagor shall pay the premiums for such Policies (the "**Insurance Premiums**") as the same become due and payable and shall furnish to Mortgagee evidence of the renewal of each of the Policies with receipts for the payment of the Insurance Premiums or other evidence of such payment reasonably satisfactory to Mortgagee. If Mortgagor does not furnish such evidence and receipts at least thirty (30) days prior to the expiration of any expiring Policy, then Mortgagee may procure after providing written notice to Mortgagor and ten (10) days to cure, but shall not be obligated to procure, such insurance and pay the Insurance Premiums therefor, and Mortgagor agrees to reimburse Mortgagee for the cost of such Insurance Premiums promptly on demand. Within thirty (30) days after request by Mortgagee, Mortgagor shall obtain such increases in the amounts of coverage required hereunder as may be reasonably requested by Mortgagee, taking into consideration changes in the value of money over time, changes in liability laws, changes in prudent customs and practices.



(g) Care of the Property. The Mortgagor will preserve and maintain the Property in good condition and repair, and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Property or any part thereof; will not permit nor perform any act which would in any way impair the value of the Property; and shall not demolish any building or improvement located on such Property without the written consent of Mortgagee.

(h) Casualty. If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty covered by any of the Policies (an "Insured Casualty") the proceeds of insurance collected upon any Insured Casualty shall, at the option of Mortgagee in its sole discretion, be applied to the payment of the Indebtedness or applied to reimburse Mortgagor for the cost of restoring the Property or part thereof subject to the Insured Casualty. Any such application to the Indebtedness shall be applied to those payments of principal and interest last due under the Note but shall not postpone or reduce any payments otherwise required pursuant to the Note other than such last due payments.

(i) Inspection. The Mortgagee or its duly authorized representative is hereby authorized to enter upon and inspect the Property at any time.

(j) Compliance. The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Property or any part thereof.

(k) Performance by Mortgagee of Defaults by Mortgagor. If Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Property; in the payment of any utility charge, whether public or private; or in the performance or observance of any other covenant, condition or term of this Mortgage, and the period applicable thereto within which Mortgagor may correct the same has expired, then Mortgagee, at its option may perform or observe the same, and all payments made for costs or incurred by Mortgagee in connection therewith, shall be secured hereby and shall be upon demand, be repaid by Mortgagor to Mortgagee within thirty (30) days written notice from Mortgagee. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Mortgagor, or any person in possession holding under Mortgagor.

(l) Transfer of Property. Mortgagor shall not sell, assign, encumber, lease or otherwise convey the Property or any part thereof, without obtaining the prior written consent of Mortgagee. Any such sale, transfer, conveyance, lease or encumbrance made without Mortgagee's prior written consent shall be void.

(m) Liens. Any lien which may be filed under the provisions of the statutes of Alabama, relating to the liens of mechanics and materialmen, shall be promptly paid and discharged or bonded off by Mortgagor and shall not be permitted to take priority over the lien of this Mortgage, provided that Mortgagor, upon first furnishing to Mortgagee such security as shall be satisfactory to Mortgagee for the payment of all liability, costs and expenses of the litigation, may in good faith contest, at Mortgagor's expense, the validity of any such lien or liens.

(n) Assignment of Leases and Rents. Mortgagor does hereby absolutely and unconditionally assign to Mortgagee, all Mortgagor's right, title and interest in all current and future Leases and Rents, it being intended by Mortgagor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Such assignment to Mortgagee shall not be construed to bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any such Lease or otherwise impose any obligation upon Mortgagee. Mortgagor agrees to execute and deliver to



Mortgagee such additional instruments, in form and substance reasonably satisfactory to Mortgagee, as may hereafter be requested by Mortgagee to further evidence and confirm such assignment. Nevertheless, subject to the terms of this subsection, Mortgagee grants to Mortgagor a revocable license to operate and manage the Property. Mortgagor shall hold the Rents, or a portion thereof, sufficient to discharge all current sums due on the Indebtedness, in trust for the benefit of Mortgagee for use in the payment of such sums. Upon an Event of Default, without the need for notice or demand, the license granted to Mortgagor herein shall automatically be revoked, and Mortgagee shall immediately be entitled to possession of all Rents, whether or not Mortgagee enters upon or takes control of the Property. Mortgagee is hereby granted and assigned by Mortgagor the right, at its option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license may be applied toward payment of the Indebtedness in such priority and proportions as Mortgagee in its sole discretion shall deem proper.

(o) Subsequent Legislation. In the event of the enactment of any law by the State of Alabama, after the date of this Mortgage, deducting from the value of the land for the purpose of taxation any lien thereon, or imposing any liability upon Mortgagee, in respect of the indebtedness secured hereby, or changing in any way the laws now in force for the taxation of mortgages, or debts secured by mortgages, or the manner of collection of any such taxes, so as to affect this Mortgage, Mortgagor shall pay any such obligation imposed on Mortgagee thereby, and if Mortgagor fails to pay such obligation or is prohibited by law from making such payment, the whole of the principal sum secured by this Mortgage, together with the interest due thereon shall, at the option of Mortgagee, without notice to any Party, become immediately due and payable.

(p) Covenant with Respect to Prior First Mortgage. This is a second mortgage, subject and subordinate only to the Prior First Mortgage and any modification, extension, replacement or renewal thereof other than those which increase the amount secured thereunder, and only to the amounts from time to time remaining unpaid thereon. Mortgagor shall perform, observe and comply with all provisions of the Prior First Mortgage. If any default occurs in the performance, observance or compliance with any provision of the Prior First Mortgage (which default(s) continue(s) beyond any applicable cure period), such default shall constitute an Event of Default hereunder, as such term is defined in Section 2(a) herein, and in such event, the entire balance of the Note shall at once become due and payable without notice at the option of Mortgagee. Mortgagor shall, immediately upon receiving any knowledge or notice of any default under the Prior First Mortgage, give written notice thereof to Mortgagee and shall give to Mortgagee immediately upon receipt thereof, a true copy of each and every notice, summons, legal process, or other communication relating in any way to the Prior First Mortgage or the performance or enforcement thereof, or to any default thereunder. It is specifically agreed that in the event default should be made in the payment of principal, interest or any other sums payable under the terms and provisions of said Prior First Mortgage, the Mortgagee herein shall have the right, without notice to anyone, to cure such default by paying whatever amounts may be due under the terms of the Prior First Mortgage so as to put the same in good standing, and any and all payment, including reasonable attorneys' fees, shall be added to the indebtedness secured by this Mortgage, and the same, with interest thereon, shall be immediately due and payable, subject to foreclosure in all respects as provided by law and by the provisions hereof.

(q) Security Agreement.

(i) This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Property. Mortgagor by executing and delivering this Mortgage has granted and hereby grants to Mortgagee, as security for the Indebtedness, a security interest in the Property to the full extent that the



Property may be subject to the Uniform Commercial Code (such portion of the Property so subject to the Uniform Commercial Code being called in this paragraph the “**Collateral**”). This Mortgage shall also constitute a “fixture filing” for the purposes of the Uniform Commercial Code. As such, this Mortgage covers all items of the Collateral that are or are to become fixtures. Information concerning the security interest herein granted may be obtained from the Parties at the addresses of the Parties set forth in the first subsection of this Mortgage.

(ii) If an Event of Default shall occur, Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Mortgagee, Mortgagor shall at its expense assemble the Collateral and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Mortgagor shall pay to Mortgagee on demand any and all expenses, including reasonable attorneys’ fees and disbursements, incurred or paid by Mortgagee in protecting the interest in the Collateral and in enforcing the rights hereunder with respect to the Collateral. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Collateral sent to Mortgagor in accordance with the provisions hereof at least ten (10) business days prior to such action, shall constitute commercially reasonable notice to Mortgagor. The proceeds of any disposition of the Collateral, or any part thereof, may be applied by Mortgagee to the payment of the Indebtedness in such priority and proportions as Mortgagee in its sole discretion shall deem proper. In the event of any change in name, identity or structure of any Mortgagor, such Mortgagor shall notify Mortgagee thereof and promptly after request shall execute, file and record such Uniform Commercial Code forms as are necessary to maintain the priority of Mortgagee’s lien upon and security interest in the Collateral, and shall pay all reasonable out-of-pocket expenses and fees in connection with the filing and recording thereof. If Mortgagee shall require the filing or recording of additional Uniform Commercial Code forms or continuation statements, Mortgagor shall, promptly after request, execute, file and record such Uniform Commercial Code forms or continuation statements as Mortgagee shall deem necessary, and shall pay all expenses and fees in connection with the filing and recording thereof, it being understood and agreed, however, that no such additional documents shall increase Mortgagor’s obligations under the Note, this Mortgage and any of the other Debt Documents. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, coupled with an interest, to file with the appropriate public office on its behalf any financing or other statements signed only by Mortgagee, as secured party, in connection with the Collateral covered by this Mortgage.

(iii) The information in this Section 1(p) is provided in connection with the filing of this Mortgage as a financing statement, and the Mortgagor hereby represents and warrants such information to be true and complete as of the date of this Mortgage.

The Mortgagor is the record owner of the real estate described in this Mortgage. The name and mailing address of the record owner of the Property is set forth in the caption of this Mortgage.

For purposes of the Uniform Commercial Code, Mortgagor is the debtor. The name, mailing address, type of organization and state of formation of the Debtor (Mortgagor) is set forth in the caption of this Mortgage.

For purposes of the Uniform Commercial Code, the Mortgagee is the Secured Party. The name and mailing address of the Secured Party (Mortgagee) is set forth in the caption of this Mortgage.

This document covers goods which are or are to become fixtures.



## 2. EVENTS OF DEFAULT.

(a) Event of Default. The term “**Event of Default**”, wherever used in this Mortgage, means any one or more of the following events:

- (i) Failure by Mortgagor to pay when due the principal or interest under the Note; or
- (ii) Failure by Mortgagor to duly observe any other covenant, condition or agreement contained in this Mortgage, the Note, or in any other document executed by Mortgagor relating to the Indebtedness; or
- (iii) The occurrence of any act or condition whereby the interest of Mortgagee in the Property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon which remains uncured after any applicable cure period; or
- (iv) The occurrence of any act or condition occasioned or suffered to be occasioned by Mortgagor whereby the security of this Mortgage shall be weakened, diminished, or impaired, in the reasonable judgment of the Mortgagee; or
- (v) The filing by Mortgagor of a voluntary petition in bankruptcy, or Mortgagor's adjudication as a bankrupt or insolvent, or the filing by Mortgagor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for themselves under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Mortgagor's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of all of any substantial part of the Property or of any or all the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of credits or the admission in writing of its inability to pay its debts generally as they become due; or
- (vi) The entry by a court of competent jurisdiction of an order, judgment, or decree approving a petition filed against Mortgagor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency, or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of Mortgagor or of all or any substantial part of the Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof without the consent or acquiescence of Mortgagor which appointment shall remain unvacated and unstayed for an aggregate for thirty (30) days (whether or not consecutive); or
- (vii) If the Policies are not kept in full force and effect, or if the Policies are not delivered to Mortgagee upon request; or
- (viii) If Mortgagor transfers or encumbers any portion of the Property without Mortgagee's prior written consent; or
- (ix) If any representation or warranty of Mortgagor made herein or in any other Debt Document or in any certificate, report, financial statement or other instrument or document furnished to Mortgagee shall have been false or misleading in any material respect when made; or



(x) The alteration, improvement, demolition or removal of any of the Improvements without the prior consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Acceleration of Maturity. If any Event of Default shall have occurred, then the entire principal amount of the indebtedness secured hereby and all other obligations shall, at the option of Mortgagee, become due and payable without notice or demand, time being of the essence; and any omission on the part of Mortgagee to exercise such option when entitled to do so shall not be considered as a waiver of such right.

(c) Right of Mortgagee to Enter and Take Possession.

(i) If an Event of Default shall have occurred, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Property; and if and to the extent permitted by law, Mortgagee may enter and take possession of all the Property, and may exclude Mortgagor and his agents and employees wholly therefrom.

(ii) Upon every such entering upon or taking of possession, Mortgagee may hold, store, use, operate, manage and control the Property, and, from time to time (A) make all necessary and proper maintenance, repairs, renewals thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (B) insure or keep the Property insured; (C) manage and operate the Property and exercise all the rights and powers of Mortgagor in his name or otherwise, with respect to the same; and (D) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Mortgagee, all as Mortgagee from time to time may determine to be to its best advantage; and Mortgagee may collect and receive all the income, revenues, rents, issues and profits of the same including those past due as well as those accruing thereafter, and, after deducting: (1) all expenses of taking, holding, managing, and operating the Property (including compensation for the services of all persons employed for such purposes); (2) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (3) the cost of such insurance; (4) such taxes and other assessments and other charges prior to the lien of this Mortgage as Mortgagee may determine to pay; (5) other proper charges upon the Property or any part thereof; and (6) the reasonable compensation, expenses and disbursements of the attorneys and agent of Mortgagee; shall apply the remainder of the money so received by Mortgagee, first to the payment of accrued interest; then to the payment of tax deposits; and finally to the payment of overdue installments of principal.

(d) Mortgagee's Power of Enforcement. If an Event of Default shall have occurred and be continuing, Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy: (i) to enforce payment of the Note or the performance of any term thereof or any other right; (ii) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Property, as provided by law; and (iii) to pursue any other remedy available to it, all as Mortgagee shall deem most effectual for such purposes. Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Mortgagee may determine.

(e) Power of Sale. If an Event of Default shall have occurred, Mortgagee may sell the Property at public outcry to the highest bidder for cash in front of the Courthouse door in the county where the Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to such sale in a general circulation newspaper published in such county, and, upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at



such sale a deed to the premises so purchased. Mortgagee may bid at such sale and purchase such premises, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Mortgagee may elect.

(f) **Application of Foreclosure Proceeds.** The proceeds of any foreclosure sale pursuant to Section 2 shall be applied as follows:

- (i) First, to the repayment of amounts secured under the Prior First Mortgage.
- (ii) Second, to the reasonable expenses of making the sale including a reasonable attorney's fee for such services as may be necessary in the collection of such indebtedness or the foreclosure of this Mortgage;
- (iii) Third, to the repayment of any money, with interest thereon, which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided;
- (iv) Fourth, to the payment and satisfaction of the indebtedness hereby secured; and
- (v) Fifth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the Property at the time of the sale after deducting any expense of ascertaining who is such owner.

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

(h) **Waiver of Exemption.** Mortgagor waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage.

(i) **Suits to Protect the Property.** Mortgagee shall have power: (i) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Property by any acts which may be unlawful or any violation of the Mortgage; (ii) to preserve or protect its interest in the Property and in the income, revenues, rents and profits arising therefrom; and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder.

(j) **Delay or Omission-No Waiver.** No delay or omission of the Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.



(k) No Waiver of One Default to Affect Another, etc.. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon. If the Mortgagee: (i) grants forbearance or an extension of time for the payment of any sums secured hereby; (ii) takes other or additional security for the payment thereof; (iii) waives or does not exercise any right granted herein or in the Note; (iv) releases any part of the Property from the lien of the Mortgage or otherwise changes any of the terms of the Note or Mortgage; (v) consents to the granting of an easement thereon; or (vi) makes or consents to any agreement subordinating the lien or change hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, Mortgage or otherwise of the Mortgagor or any subsequent purchaser of the Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default; nor, except as otherwise expressly provided in an instrument or instruments executed by the Mortgagee shall the lien of this Mortgage be altered thereby.

(l) Discontinuance of Proceedings - Position of Parties Restored. In case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been taken.

(m) Remedies Cumulative. No right, power, or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

### 3. REPRESENTATIONS AND COVENANTS CONCERNING THE MORTGAGOR AND PROPERTY.

Mortgagor represents, warrants and covenants as follows:

(a) Organization and Existence. If an entity, Mortgagor is duly organized and validly existing in good standing under the laws of the state(s) under which Mortgagor is organized and in all other jurisdictions in which Mortgagor is transacting business. Mortgagor has the power and authority to execute, deliver and perform the obligations imposed on it under the Debt Documents and to consummate the transactions contemplated by the Debt Documents.

(b) Authorization. Mortgagor has taken all necessary actions for the authorization of the Indebtedness and for the execution and delivery of the Debt Documents, including, without limitation, that those members of Mortgagor whose approval is required by the terms of Mortgagor's organizational documents have duly approved the transactions contemplated by the Debt Documents and have authorized execution and delivery thereof by the respective signatories. To the actual present knowledge of Mortgagor, no other consent by any local, state or federal agency is required in connection with the execution and delivery of the Debt Documents.

(c) Valid Execution and Delivery. All of the Debt Documents requiring execution by Mortgagor have been duly and validly executed and delivered by Mortgagor.

(d) Enforceability. All of the Debt Documents constitute valid, legal and binding obligations of Mortgagor and are fully enforceable against Mortgagor in accordance with their terms by Mortgagee and its successors, transferees and assigns, subject only to bankruptcy laws and general principles of



equity.

(e) No Defenses. The Note, this Mortgage and the other Debt Documents are not subject to any right of rescission, set-off, counterclaim or defense, nor would the operation of any of the terms of the Note, this Mortgage or any of the other Debt Documents, or the exercise of any right thereunder, render this Mortgage unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury.

(f) No Conflict/Violation of Law. The execution, delivery and performance of the Debt Documents by the Mortgagor will not cause or constitute a default under or conflict with the organizational documents of Mortgagor, any Guarantor or any general partner or managing member of Mortgagor or any Guarantor. The execution, delivery and performance of the obligations imposed on Mortgagor under the Debt Documents will not cause Mortgagor to be in default, including after due notice or lapse of time or both, under the provisions of any agreement, judgment or order to which Mortgagor is a party or by which Mortgagor is bound.

(g) Compliance with Applicable Laws and Regulations. To the actual present knowledge of Mortgagor (i) all of the Improvements and the use of the Property comply with, and shall remain in compliance with, all applicable statutes, rules, regulations and private covenants now or hereafter relating to the ownership, construction, use or operation of the Property, (ii) the Improvements comply with, and shall remain in compliance with, applicable health, fire and building codes, (iii) there is no evidence of any illegal activities relating to controlled substances on the Property, (iv) all certifications, permits, licenses and approvals, including, without limitation, certificates of completion and occupancy permits required for the legal use, occupancy and operation of the Property have been obtained and are in full force and effect, and (v) all of the Improvements comply with all material requirements of any applicable zoning and subdivision laws and ordinances.

(h) Consents Obtained. All consents, approvals, authorizations, orders or filings with any court or governmental agency or body, if any, required for the execution, delivery and performance of the Debt Documents by Mortgagor have been obtained or made.

(i) No Litigation. There are no pending actions, suits or proceedings, arbitrations or, to the best of Mortgagor's knowledge governmental investigations against the Property, an adverse outcome of which would materially affect the Mortgagor's performance under the Note, the Mortgage or the other Debt Documents.

(j) Title. To the actual present knowledge of Mortgagor, the Mortgagor has good and marketable title to the Property and the Equipment, subject to no liens, charges or encumbrances other than the Permitted Exceptions. To the actual present knowledge of Mortgagor, the possession of the Property has been peaceful and undisturbed and title thereto has not been disputed or questioned to the actual present knowledge of Mortgagor.

(k) First Lien. Upon the filing of UCC-1 financing statements, the Mortgagee will have a valid first lien on the interest of Mortgagor in the Equipment subject to no liens, charges or encumbrances other than the Permitted Exceptions.

(l) ERISA. The Mortgagor has made and shall continue to make all required contributions to all employee benefit plans, if any, and the Mortgagor has no actual present knowledge of any material liability which has been incurred by the Mortgagor which remains unsatisfied for any taxes or penalties with respect to any employee benefit plan or any multi-employer plan, and each such plan has been administered in compliance with its terms and the applicable provisions of the Employee Retirement



Income Security Act of 1974, as amended (“ERISA”) and any other federal or state law.

(m) Investment Company Act. The Mortgagor is not (1) an “investment company” or a company “controlled” by an “investment company,” within the meaning of the Investment Company Act of 1940, as amended; (2) a “holding company” or a “subsidiary company” of a “holding company” or an “affiliate” of either a “holding company” or a “subsidiary company” within the meaning of the Public Utility Holding Company Act of 1935, as amended; or (3) subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money.

(n) Access/Utilities. To the actual present knowledge of Mortgagor (i) the Property has adequate rights of access to public ways and is served by adequate water, sewer, sanitary sewer and storm drain facilities, (ii) all public utilities necessary to the continued use and enjoyment of the Property as presently used and enjoyed are located in the public right-of-way abutting the Property, and all such utilities are connected so as to serve the Property without passing over other property and (iii) all roads necessary for the full utilization of the Property for its current purpose have been completed and dedicated to public use and accepted by all governmental authorities or are the subject of access easements for the benefit of the Property.

(o) Single Tax Lot. The Premises consists of a single lot or multiple tax lots; no portion of said tax lot(s) covers property other than the Premises or a portion of the Premises and no portion of the Premises lies in any other tax lot.

(p) Misstatements of Fact. No statement of fact made in the Debt Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to the Mortgagor, which has not been disclosed which materially and adversely affects, nor as far as the Mortgagor can foresee, might materially and adversely affect the business, operations or condition (financial or otherwise) of the Mortgagor.

(q) No Condemnation. No part of any property subject to the Mortgage has been taken in condemnation or other like proceeding to an extent which would impair the value of the Property, the Mortgage or the usefulness of such property, nor is any proceeding pending, threatened or known to be contemplated for the partial or total condemnation or taking of the Property.

(r) Leases. The Property is not subject to any Leases.

(s) Hazardous Materials. Mortgagor hereby represents and warrants that neither Mortgagor nor, to the best of Mortgagor’s knowledge, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, under, or at the mortgaged real property, and the mortgaged real property has never been used (whether by Mortgagor or, to the best of Mortgagor’s knowledge, any other person) as a treatment, storage, or disposal (whether permanent or temporary) site for any Hazardous Material. Mortgagor hereby covenants that he will not cause or permit any Hazardous Material ever to be placed on or under, or to escape, leak, seep, spill or be discharged, emitted or released from, the mortgaged real property. Mortgagor hereby indemnifies Mortgagee and agrees to hold Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including, without limitation, court costs and reasonable attorneys’ fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against Mortgagee for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the mortgaged real property, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation



and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material); and the provision of any undertakings and indemnification set out in this subsection shall survive the satisfaction and release of this Mortgage and the payment and satisfaction of the amounts due under the Note, and shall continue to be the personal liability, obligation and indemnification of Mortgagor, binding upon Mortgagor, forever. The provisions of this subsection shall govern and control over any inconsistent provisions of this Mortgage or any other loan document executed by Mortgagor in connection with the Note. For purposes of this Mortgage, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now in effect or at any time hereafter in effect and applicable to the mortgaged real property.

4. MISCELLANEOUS.

(a) Release. This Mortgage is given upon the condition that if Mortgagor shall pay or cause to be paid to Mortgagee the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and Mortgagor shall keep, perform and observe all and singular the covenants and promises in the Note and the Debt Documents, and any renewal, extension or modification thereof, expressly to be kept, performed and observed by and on the part of Mortgagor, and Mortgagor shall keep, perform and observe all and singular the covenants and promises in this Mortgage expressly to be kept, performed and observed by and on the part of the Mortgagor, all without fraud or delay then this Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease and be void, and Mortgagee shall execute, deliver and record a satisfaction and release.

(b) Successors and Assigns included in Parties. Whenever in this Mortgage one of the Parties is named or referred to, the heirs, administrators, executors, successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of Mortgagor or by or on behalf of Mortgagee shall bind and inure to the benefit of their respective heirs, administrators, executors, successors and assigns, whether so expressed or not.

(c) Captions. The captions of the articles, section subparagraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

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

(e) Indemnification. This Mortgage is intended as a security for the liabilities of Mortgagor pursuant to the Note. Notwithstanding any rights conveyed on Mortgagee herein, Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligations, duty or liability of Mortgagor. Mortgagor shall indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur by reason of its exercise of rights hereunder and of and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligation or undertakings on its part to perform or discharge



any of the terms, covenants or agreements contained herein. Mortgagee shall not have any responsibility for the inspection, control, care, management or repair of the Property nor for Mortgagor's operations thereon. Should Mortgagee incur any such liability, loss or damage by reason hereof, Mortgagor agrees to reimburse Mortgagee immediately upon demand for the amount thereof, together with costs, expenses and reasonable attorneys' fees.

(f) Costs of Collection. If that Mortgagee retains an attorney in order to enforce, collect or secure the Note secured hereby, to enforce any provisions of this Mortgage, to collect any sums due hereunder, or in order to attempt to enforce, collect or secure any items, Mortgagor shall reimburse Mortgagee, including reasonable attorneys' fees, whether suit be brought or not. Reasonable attorneys' fees shall include, but not be limited to, reasonable fees incurred in any and all judicial, bankruptcy and other proceedings, including appellate proceedings, whether such proceedings arise before or after entry of a final judgment.

(g) Governing Law. This Mortgage, and the right of the parties hereunder, shall be interpreted and governed in accordance with the laws of the State of Alabama.

(h) Notices. All notices under this Mortgage shall be in writing, duly signed by the Party giving such notice, and shall be deemed to have been given when deposited in the United States Mail, postage prepaid, by registered or certified mail, return receipt requested, or when deposited with a nationally recognized over night courier to:

If to the Mortgagor: Quality Time Properties, LLC  
522 Stewards Glen  
Birmingham, Alabama 35242

If to the Mortgagee: Duncan & Thompson Construction Services, LLC  
520 Mineral Trace, Suite D  
Hoover, Alabama 35244  
Attn: Mr. Tommy Duncan

With a copy to: Baker Donelson Bearman Caldwell & Berkowitz, P.C.  
1600 Wachovia Tower  
420 20th Street North  
Birmingham, Alabama 35203  
Attn: Mr. Chad J. Post

or to such other address as either Party may from time to time provide by notice hereunder to the other.

(i) Construction of Agreement. The Parties have jointly drafted this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either Party.

(j) Access to Counsel. The Parties acknowledge that they have had full opportunity to review this Agreement and have had access to counsel of their choice to the extent they deem necessary in order to interpret the legal effect of this Agreement.



(k) Interpretation. As used in this Agreement, the words “include” or “including” mean include or including without limiting the generality of any description or word preceding such words; the words “shall” and “will” refer to an imperative obligation; and the word “may” refers to a permissive obligation..

(l) Savings Clause. If an arbitrator or a court of competent jurisdiction should declare any provision of this Agreement to be unenforceable or void as unreasonable with respect to the time or geographical area or otherwise, such court or arbitrator shall not invalidate this Agreement as a whole but shall modify such provision to ensure its reasonableness and validity, and such provision shall remain in effect for whatever time period and shall cover whatever geographical area that such court or arbitrator does not determine to be unreasonable or invalid.

[Signatures appear on the following page.]



IN WITNESS OF THIS MORTGAGE, the Parties have signed it as of the date shown of the first page of this Mortgage.

**MORTGAGOR:**

**QUALITY TIME PROPERTIES, LLC,**  
an Alabama limited liability company

By: [Signature]  
Name: AT Thurmord  
Its: Managing Member

STATE OF Alabama )  
 )  
Jefferson COUNTY )


I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Andrew Thurmord, whose name as manager of QUALITY TIME PROPERTIES, LLC, an Alabama limited liability company, is signed to the foregoing Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, he in his capacity as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand this the 19<sup>th</sup> day of August, 2011.

[NOTARIAL SEAL]

[Signature]  
Notary Public  
My Commission Expires: 3/20/13



  
20110824000250150 19/19 \$297.30  
Shelby Cnty Judge of Probate, AL  
08/24/2011 01:45:21 PM FILED/CERT

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE LAND**

**Lot 5, in Block 1, according to the Survey of Pelham Estates, as recorded in Map Book 3, Page 57, in the Probate Office of Shelby County, Alabama. Excepting right of way of a 4-lane, Birmingham-Montgomery Highway. Situated in Shelby County, Alabama.**