

This document prepared by:
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 Professional Corporation
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MORTGAGE AND SECURITY AGREEMENT

MADE as of the 6th day of December, 1990, by ROSC ASSOCIATES JOINT VENTURE, an Alabama general partnership, with an address c/o 2200 Woodcrest Place, Suite 200, Birmingham, Alabama 35209, (the "Mortgagor") in favor of PITTSBURGH NATIONAL BANK, a national banking association, with an address at Fifth Avenue and Wood Street, Pittsburgh, Pennsylvania 15265 (the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is the owner in fee simple of a certain tract or parcel of land situate in the City of Hoover, Shelby County, Alabama as more fully described in Exhibit A attached hereto and made a part hereof, together with the improvements now or hereafter erected thereon; and

WHEREAS, Mortgagee is making a loan to Mortgagor in an amount not to exceed Two Million Nine Hundred Thousand Dollars (\$2,900,000) (the "Loan"), the proceeds of which will be advanced to Mortgagor from time to time pursuant to the terms and conditions of a Construction Loan Agreement of even date (the "Loan Agreement") between Mortgagor and Mortgagee for the purposes set forth in the Loan Agreement;

NOW, THEREFORE, in consideration of the Loan and for the purpose of securing the payment and performance of the following obligations (collectively called the "Secured Obligations"):

(a) a certain Mortgage Note (the "Note") given by Mortgagor to Mortgagee of even date herewith in the principal amount of Two Million Nine Hundred Thousand Dollars (\$2,900,000), together with all of the interest thereon, issued pursuant to the Loan Agreement, and any increases, renewals, modifications and extensions thereof, the provisions of the Note being hereby incorporated herein by reference;

(b) all sums advanced or which may otherwise become due under the Loan Agreement, the provisions of the Loan Agreement being hereby incorporated herein by reference and made a part hereof;

(c) any sums advanced by Mortgagee or which may otherwise become due pursuant to the provisions of this Mortgage and Security Agreement (the "Mortgage");

(d) all other sums advanced by or recoverable by Mortgagee and all other obligations of Mortgagor under the Note and all other instruments and documents now or hereafter given to evidence, secure or otherwise support the Loan (all of which instruments and documents being hereinafter sometimes collectively referred to as the "Loan Documents");

Mortgagor, intending to be legally bound hereby, does hereby give, grant, bargain, sell, warrant, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, deposit, pledge, set over and confirm unto Mortgagee and does agree that Mortgagee shall have a security interest in the following described property, all accessions and additions thereto, all substitutions therefor and replacements and proceeds thereof, and all reversions and remainders of such property (collectively, the "Mortgaged Property") now owned or held or hereafter acquired, to wit:

(i) Mortgagor's fee simple estate in the premises described in Exhibit A, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging or appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein and in the public streets and ways adjacent thereto, either in law or in equity, in possession or expectancy (collectively, the "Realty");

(ii) the structures and buildings, and all additions and improvements thereto, now or hereafter erected upon the Realty (including all Equipment, as hereinafter defined, constituting fixtures) (collectively, the "Improvements");

(iii) all machinery, apparatus, equipment, fittings, appliances and fixtures of every kind and nature whatsoever, and regardless of whether the same may now or hereafter be attached or affixed to the Realty or Improvements, including, without limitation, all electrical, antipollution, heating, lighting, incinerating, power, air conditioning, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communication machinery, apparatus, equipment, fittings, appliances and fixtures, and all engines, pipes, pumps, tanks, motors, conduits, ducts, compressors, elevators and escalators, and all articles of personal property and goods of every kind and nature whatsoever, including all shades, awnings and carpets now or hereafter affixed to, attached to, placed upon, or used or usable in any way in connection with the use, enjoyment, occupancy or operation of the Realty or Improvements (collectively, the "Equipment");

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(iv) all leases and other agreements now or hereafter in existence relating to the use, occupancy or possession of the Realty, Improvements or Equipment, or any part thereof, and all right, title and interest of Mortgagor thereunder, including cash and securities deposited thereunder to

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secure performance by the tenants of their obligations thereunder, and including further, the right to receive and collect the rents thereunder and all guaranties thereof (collectively, the "Leases");

(v) all revenues, income, rents, issues and profits of the Realty, Improvements, Equipment and Leases (collectively, the "Rents") including all proceeds of the conversion, voluntary or involuntary, of the Realty, Improvements and Equipment, or any part thereof, into cash or liquidated claims, including proceeds of insurance and condemnation awards;

(vi) all Mortgagor's rights and interests in all agreements now or hereafter in existence providing for or relating to the construction, maintenance, operation or management of the Mortgaged Property or any part thereof, including the plans and specifications therefor, and all copies thereof, (together with the right to amend or terminate the same or waive the provisions of the foregoing), and any amendments, renewals and replacements thereof; to the extent permitted by the relevant authorities, all licenses, permits and approvals for the ownership, construction, maintenance, operation, use and occupancy of the Mortgaged Property, or any part thereof and any amendments, renewals and replacements thereof; all Mortgagor's rights and interests in all warranties and guaranties from contractors, subcontractors, suppliers and manufacturers to the maximum extent permissible relating to the Mortgaged Property or any part thereof; all insurance policies covering or affecting the Mortgaged Property or any part thereof (collectively, the "Other Property");

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, its successors and assigns, to its own use forever in accordance with the provisions hereof.

In the event of default in the terms of the Loan Agreement or any of the other Loan Documents, such default shall be an Event of Default entitling the Mortgagee herein to exercise the remedies provided herein, including the right to foreclose the Mortgage in accordance with the terms hereof.

(a) The Mortgagor covenants that it will timely and fully perform and satisfy all the terms, covenants and conditions of the Loan Agreement and the other Loan Documents.

(b) The Mortgagor covenants and agrees that, in accordance with the provisions of the Loan Agreement, all of the funds advanced and to be advanced thereunder have been and will be used exclusively to pay the costs of the construction of the

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Improvements on the Realty (including the balance of acquisition cost, if any, of the Realty), and that this instrument constitutes a "Construction Mortgage" within the meaning of the Uniform Commercial Code, as in effect in Alabama. All advances and indebtedness arising or accruing under the Loan Agreement and the other Loan Documents from time to time, whether or not the total amount thereof may exceed the Loan or the face amount of the Note, shall be secured hereby to the same extent as though said Loan Agreement and the other Loan Documents were fully incorporated in this Mortgage.

(c) THIS MORTGAGE IS GRANTED TO SECURE FUTURE ADVANCES AND LOANS FROM THE MORTGAGEE TO OR FOR THE BENEFIT OF THE MORTGAGOR OR ITS SUCCESSORS AND ASSIGNS ON THE MORTGAGED PROPERTY, AS PROVIDED IN THE LOAN AGREEMENT, AND COSTS AND EXPENSES OF ENFORCING THE MORTGAGOR'S OBLIGATIONS UNDER THIS MORTGAGE, THE LOAN DOCUMENTS AND THE LOAN AGREEMENT. ALL ADVANCES, DISBURSEMENTS OR OTHER PAYMENTS REQUIRED BY THE LOAN AGREEMENT ARE OBLIGATORY ADVANCES UP TO THE CREDIT LIMITS ESTABLISHED THEREIN AND SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, HAVE PRIORITY OVER ANY AND ALL MECHANIC'S LIENS AND OTHER LIENS AND INCUMBRANCES ARISING AFTER THIS MORTGAGE IS RECORDED.

(d) It is not contemplated that partial releases of this Mortgage will be given, but if any partial release is so given by the Mortgagee, it shall not affect the lien of this Mortgage on the remainder of the Mortgagee Property encumbered hereby.

AND MORTGAGOR hereby further warrants, covenants and agrees as follows:

1. Warranty of Title. Mortgagor warrants that it has good and marketable title to an estate in fee simple absolute in the Realty and Improvements, free and clear of all liens and encumbrances except as approved in writing by Mortgagee, and that this Mortgage is a valid and enforceable first lien on the Mortgaged Property, and that Mortgagee shall, subject to Mortgagor's right of possession prior to an Event of Default, quietly enjoy and possess the Mortgaged Property. Mortgagor shall preserve such title as it warrants herein and the validity and priority of the lien hereof and shall forever warrant and defend the same to Mortgagee against the claims of all persons and parties whomsoever.

2. Payment and Performance of Secured Obligations. Mortgagor shall punctually pay the principal and interest and all other sums due or to become due under the Note as provided therein and shall pay and perform all other Secured Obligations when due as provided in the Loan Documents.

3. Legal Requirements. Mortgagor shall promptly comply with and conform to or cause to be complied with and conformed to all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, even if unforeseen or extraordinary, of every duly constituted governmental authority or agency and all covenants, restrictions and conditions which may be applicable to Mortgagor or to any of the Mortgaged Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Mortgaged Property (collectively, the "Legal Requirements"), even if such compliance necessitates structural changes or improvements or results in interference with the use or enjoyment of any of the Mortgaged Property, provided that no structural changes shall be made without the prior written consent of Mortgagee.

4. Impositions. Before interest or penalties are due thereon and otherwise when due, Mortgagor shall pay and discharge, or cause to be paid or discharged, all taxes of every kind and nature (including real and personal property taxes on the Mortgaged Property, income, franchise, withholding, profits and gross receipts taxes, any tax imposed directly or indirectly on Mortgagee with respect to the Mortgaged Property or this Mortgage, the value of the equity of Mortgagor therein, or the indebtedness evidenced by the Note), all charges for any easement or agreement maintained for the benefit of any of the Mortgaged Property, all general and special assessments (including without limitation any condominium or planned unit development assessments, if any, levies, permits, inspection and license fees, all mortgages and other liens which may be permitted by Mortgagee, all water and sewer rents and charges, and all other charges and liens whether of a like or different nature, even if unforeseen or extraordinary, imposed upon or assessed against Mortgagor or any of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. Mortgagor shall comply in all respects with all agreements, mortgages, covenants, and restrictions now or hereafter affecting the Realty or Improvements. The obligations referred to in this Section are hereinafter collectively referred to as the "Impositions". Within thirty (30) days after the payment of any Imposition, Mortgagor shall deliver to Mortgagee evidence acceptable to Mortgagee of such payment. Mortgagor shall also deliver to Mortgagee, within ten (10) days of receipt thereof, copies of all settlements and notices pertaining to the Impositions which may be issued by any governmental authority.

Subject to the right of Mortgagor to contest the payment of an Imposition as provided in Section 8 hereof, Mortgagee may pay or perform any Imposition and add the amount so paid or the cost incurred to the Secured Obligations, and all such amounts shall

on demand be due and payable, together with interest thereon from the date of such demand at the Default Rate as defined in the Note.

5. Insurance. Mortgagor shall maintain comprehensive public liability insurance, fire and builder's risk insurance with extended coverage, rent and rental value insurance, contractual liability insurance for all indemnification obligations of Mortgagor under all Leases, and such other insurance as may be required from time to time by Mortgagee. The amounts, coverages and other terms and conditions of the insurance policies shall at all times be satisfactory to Mortgagee and shall satisfy any coinsurance requirements of Mortgagee. Mortgagor shall pay as they become due all premiums for such insurance, shall keep each policy in full force and effect, shall deliver to Mortgagee evidence of the payment of the full premium therefor at least twenty (20) days prior to the expiration date of each policy, and shall deliver to Mortgagee the original policies of insurance, with noncontributory mortgagee clauses in favor of and acceptable to Mortgagee. Mortgagor's liability insurance policy shall specifically name Mortgagee as an additional insured. Each policy shall provide for written notice to Mortgagee at least thirty (30) days prior to any cancellation, nonrenewal or amendment of such insurance.

Mortgagor shall deliver to Mortgagee, at the time of each renewal of the policy (but at least once every three (3) years), a statement reasonably satisfactory to Mortgagee as to the then replacement and insurable values of the Improvements as determined by the underwriter of fire insurance on the Mortgaged Property or by a qualified appraiser approved by Mortgagee.

If the Mortgaged Property is required to be insured pursuant to the Flood Disaster Protection Act of 1973 or the National Flood Insurance Act of 1968, and the regulations promulgated thereunder, because it is located in an area which has been identified by the Secretary of Housing and Urban Development as a Flood Hazard Area, then Mortgagor shall maintain a flood insurance policy covering the Mortgaged Property in an amount not less than the outstanding principal balance of the Note or the maximum limit of coverage available under the Federal program, whichever amount is less.

Mortgagor shall promptly comply with and conform to (a) all provisions of each such insurance policy and (b) all requirements of the insurers thereunder applicable to Mortgagor or any of the Mortgaged Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Mortgaged Property, even if such compliance necessitates structural changes or improvements or results in interference with the use or enjoyment of any of the Mortgaged Property,

provided however that Mortgagor shall obtain the prior written consent of Mortgagee prior to making any structural changes or improvements or interfering with the use or enjoyment of any of the Mortgaged Property. Mortgagor shall not use or permit any party to use any of the Mortgaged Property in any manner which would permit the insurer to cancel any insurance policy.

In the event of loss, Mortgagee shall have the exclusive right to adjust, collect and compromise all insurance claims, and Mortgagor shall not adjust, collect or compromise any claims under said policies without the prior written consent of Mortgagee. Each insurer is hereby authorized and directed to make payment under said policies, including return of unearned premiums, directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee as Mortgagor's attorney-in-fact to endorse any draft therefor. All insurance proceeds shall be payable to Mortgagee and such proceeds may, at Mortgagee's sole option, be applied to any part of the Secured Obligations and in any order (notwithstanding that such Secured Obligations may not then be due and payable) or to the repair and restoration of any of the Mortgaged Property. Mortgagee shall not be deemed to have elected such option until such option is elected specifically in writing. Until so elected, Mortgagee shall not in any circumstances be deemed to have waived its right to make such election.

In the event of any casualty (whether or not insured against) resulting in damage to any of the Mortgaged Property, unless Mortgagee shall have elected to apply the insurance proceeds to the payment of the Secured Obligations, Mortgagor, whether or not such insurance proceeds shall be sufficient for the purpose, shall promptly commence and diligently continue to restore the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such casualty. In that event, Mortgagee shall have the right to hold any insurance proceeds and disburse them to Mortgagor or for the account of Mortgagor as the restoration progresses, as provided in Section 12 hereof.

Any separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section shall contain a non-contributory mortgagee clause in favor of and acceptable to Mortgagee, and a duplicate original policy shall be delivered promptly to Mortgagee; provided however that no such concurrent or contributing insurance shall be maintained without the prior written consent of Mortgagee.

Notwithstanding any provisions to the contrary herein contained, to the extent the provisions with respect to the application of insurance proceeds are inconsistent with the provisions of that certain Lease Agreement, dated March 5, 1990 between Mortgagor or its agent as landlord and TechSouth, Inc. as

tenant (the "TechSouth Lease"), then from and after the date that TechSouth, Inc. shall enter into occupancy under the TechSouth Lease in its premises in the Mortgaged Property and Mortgagee shall receive an estoppel certificate from TechSouth, Inc. stating that it has entered into occupancy and accepted the premises (the date of the occurrence of such events collectively called the date that "TechSouth Accepts its Premises"), the provisions of the TechSouth Lease shall control, provided that with respect to such Lease, it shall be in full force and effect and no event of default shall have occurred and be continuing thereunder. The foregoing shall only apply to the decision as to the application of insurance proceeds, and nothing herein contained shall alter or diminish Mortgagee's ability to adjust, collect and compromise any insurance claim. Further, under the TechSouth Lease, any ability in Mortgagor to elect to rebuild or not to rebuild shall be subject to the advice and approval of Mortgagee. All insurance proceeds shall, in such event, be paid directly to Mortgagee and held and distributed on behalf of Mortgagor in accordance with the applicable provisions of the TechSouth Lease.

6. Installments for Insurance, Taxes and Other Charges.

After the occurrence of any Event of Default or any event or condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default, and without limiting the effect of Sections 4 and 5 hereof, Mortgagor shall, if requested by Mortgagee, pay to Mortgagee monthly with the monthly installments of interest on the Note, an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual Impositions and any other item which at any time may be or become a lien upon the Mortgaged Property (the "Escrow Charges"); and on demand from time to time Mortgagor shall pay to Mortgagee any additional sums necessary to pay when due the Escrow Charges, all as reasonably estimated by Mortgagee. The amounts so paid shall be security for the Escrow Charges and shall be used in payment thereof so long as no Event of Default shall have occurred. No amount so paid to Mortgagee shall be deemed to be trust funds but may be commingled with general funds of Mortgagee. Upon the occurrence of an Event of Default, Mortgagee shall have the right, at its election, to apply any amount so held against the Secured Obligations due and payable in such order as Mortgagee may deem fit, and Mortgagor hereby grants to Mortgagee a lien upon and security interest in such amounts for such purpose. At Mortgagee's option, Mortgagee from time to time may waive, and after any such waiver may reinstate, the provisions of this paragraph requiring the monthly payments. In the event the interest of Mortgagor in the Mortgaged Property is sold or otherwise transferred, voluntarily or involuntarily, then all of the interest of Mortgagor in and to the Escrow Charges shall vest

in the successor to the interest of Mortgagor in the Mortgaged Property; subject, nevertheless, to the rights of Mortgagee hereunder.

7. No Other Financing or Liens; Sale of Mortgaged Property.
Without the prior written consent of Mortgagee, Mortgagor shall not enter into any lease for any personal property, as lessee, which is now or hereafter intended to be a part of the Mortgaged Property or is to be used in connection with the operation of Mortgagor's business at the Mortgaged Property, or, subject to Section 8 hereof, create or cause or permit to exist any lien on, or security interest in, any part of the Mortgaged Property, other than as created by this Mortgage.

Mortgagor shall have no right to permit the holder of any subordinate mortgage or other subordinate lien, whether or not consented to by Mortgagee, to terminate any lease of all or a portion of the Mortgaged Property whether or not such lease is subordinate (whether by law or the terms of such lease or a separate agreement) to the lien of this Mortgage without first obtaining the prior written consent of Mortgagee. The holder of any subordinate mortgage or other subordinate lien shall have no such right, whether by foreclosure of its mortgage or lien or otherwise, to terminate any such lease, whether or not permitted to do so by Mortgagor or as a matter of law, and any such attempt to terminate any such lease shall be ineffective and void without first obtaining the prior written consent of Mortgagee.

Subject to Mortgagor's right of contest under Section 8 hereof, no other mortgage or other lien or encumbrance of any type, whether voluntary or involuntary, shall be permitted to be filed or entered against any part of the Mortgaged Property or the interests of Mortgagor therein without having first obtained the prior written consent of Mortgagee.

Mortgagor shall not sell, assign, give, mortgage, pledge, hypothecate, encumber or otherwise transfer the Mortgaged Property, or any part thereof or interest therein, voluntarily or involuntarily, other than Leases approved in writing by Mortgagee.

Notwithstanding anything to the contrary contained herein, (a) RC Properties Limited Partnership ("RCP") and Riverchase Office Park, Ltd. ("ROP"), general partners in Mortgagor, may transfer or sell all or any of their respective interests in Mortgagor to each other (provided that The Hillman Company ("Hillman") or any wholly-owned direct or indirect subsidiary of Hillman remains a general partner in Mortgagor with at least a twenty-five percent (25%) ownership and management interest in Mortgagor); (b) RC Land Company, Inc. ("RC Land"), the corporate general partner in RCP, may sell or transfer any or all of its

corporate stock to a wholly-owned direct or indirect subsidiary of Hillman or may merge therewith; and (c) Metropolitan Contractors, Inc. ("Metropolitan"), the corporate general partner in ROP, may transfer or sell all or any of its corporate stock to any entity so long as Raymond D. Gottlieb owns and controls at least fifty-one percent (51%) or more of such entity. In addition, the limited partners in RCP and ROP may freely transfer or sell their interests in such partnerships. No change in the ownership of a controlling interest of the stock of Metropolitan or RC Land shall be permitted without Mortgagee's prior written consent, except that RC Land may transfer its interest to a wholly owned direct or indirect subsidiary of Hillman, or merged therewith.

8. Right of Contest. Mortgagor may in good faith contest, by proper legal proceedings, the validity of any Legal Requirement or the validity or amount of any Imposition, provided, (a) an Event of Default does not exist; (b) Mortgagor provides Mortgagee with security satisfactory to Mortgagee assuring compliance with or payment of the Legal Requirement or Imposition and any additional charge, interest, penalty, expense or other payment which may arise from or be incurred as a result of such contest; and (c) such contest operates to suspend enforcement of compliance with or collection or enforcement of the Legal Requirement or Imposition and is maintained and prosecuted with diligence.

9. Maintenance and Impairment of Security. Mortgagor shall keep or cause to be kept the Mortgaged Property in good condition and order and in a rentable and tenantable state of repair and will make or cause to be made, as and when necessary, all repairs, renewals, and replacements, structural and nonstructural, exterior and interior, foreseen and unforeseen, ordinary and extraordinary, provided however that no structural repairs, renewals or replacements shall be made without Mortgagee's prior written consent. Mortgagor shall not remove, demolish or alter the Mortgaged Property or any buildings or improvements constituting a part thereof, nor commit or suffer waste with respect thereto, nor permit the Mortgaged Property to become deserted or abandoned. Mortgagor shall permit Mortgagee and its agents at any reasonable time, and from time to time, to enter upon and visit the Mortgaged Property for the purpose of inspecting and appraising the same. Mortgagor covenants and agrees not to take or permit any action with respect to the Mortgaged Property which will in any manner impair the security of this Mortgage.

10. Use of Mortgaged Property. Unless Mortgagee otherwise gives its prior written consent, Mortgagor shall not use or permit others to use the Mortgaged Property for other than a storage, showroom and office building.

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11. Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of any of the Mortgaged Property, shall notify Mortgagee of the pendency of such proceedings. Mortgagee may participate in any such proceedings and Mortgagor shall deliver to Mortgagee all instruments requested by it to permit such participation. Any award or compensation for property taken or for damage to property not taken, whether as a result of such proceedings or in lieu thereof, is hereby assigned to and shall be received and collected directly by Mortgagee, and any award or compensation shall be applied, at Mortgagee's option, to any part of the Secured Obligations and in any order (notwithstanding that any of such Secured Obligations may not then be due and payable) or to the repair and restoration of any of the Mortgaged Property. Mortgagee shall not be deemed to have elected such option until such option is elected specifically in writing. Until so elected, Mortgagee shall not in any circumstances be deemed to have waived its right to make such election. Unless Mortgagee shall have elected to apply the award or compensation to the payment of the Secured Obligations, Mortgagor shall promptly, whether or not such award or compensation shall be sufficient for the purpose, commence and diligently continue to restore the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage. In that event, Mortgagee shall have the right to hold the award or compensation and disburse it to Mortgagor or for the account of Mortgagor as the restoration progresses, as provided in Section 12 hereof.

Notwithstanding any provisions to the contrary herein contained, to the extent the provisions hereof with respect to the application of condemnation proceeds are inconsistent with the provisions of the TechSouth Lease, from and after the date that TechSouth Accepts its Premises, the provisions of the TechSouth Lease shall control, provided that with respect to such Lease, it shall be in full force and effect and no event of default shall have occurred and be continuing thereunder. The foregoing shall only apply to the decision as to the application of condemnation proceeds, and nothing herein contained shall alter or diminish Mortgagee's ability to adjust, collect or compromise any condemnation award. Further, under the TechSouth Lease, any ability in Mortgagor to elect to rebuild or not to rebuild shall be subject to the advice and approval of Mortgagee. All condemnation proceeds shall, in such event, be paid directly to Mortgagee and held and distributed on behalf of Mortgagor in accordance with the applicable provisions of the TechSouth Lease.

12. Restoration. All amounts received by Mortgagee pursuant to Section 5 or Section 11 hereof and which Mortgagee at its option permits to be applied (or, in accordance with the terms and conditions of Sections 5 and 11 hereof, shall be applied) to

the restoration of the Mortgaged Property may either be held in a restoration fund ("Restoration Fund") by Mortgagee or, if it refuses to serve, a bank or trust company appointed by Mortgagee which has a combined capital and surplus of not less than \$100,000,000, as restoration fund trustee (the "Restoration Fund Trustee"), with any additions thereto that may be required by Mortgagee as hereinafter provided. The interest or income, if any, received on all deposits or investments of any moneys in the Restoration Fund shall be added to the Restoration Fund. If Mortgagee consents to the deposit of such funds in an interest-bearing account or otherwise consents to the investment of such funds, neither Mortgagee nor the Restoration Fund Trustee shall be liable or accountable for any loss resulting from any such deposit or investment, or for any withdrawal, redemption or sale of deposits or investments. Mortgagee and the Restoration Fund Trustee may impose reasonable charges for services performed in managing the Restoration Fund and may deduct such charges therefrom. Restoration shall be performed only in accordance with the following conditions:

(a) prior to commencement of restoration and from time to time during restoration, Mortgagee may require Mortgagor to deposit additional moneys into the Restoration Fund in amounts which in Mortgagee's judgment are sufficient to defray all costs to be incurred to complete the restoration and all costs associated therewith, including labor, materials, architectural and design fees and expenses and contractor's fees and expenses, and Mortgagee shall have approved a budget and cost breakdown for the restoration, together with a disbursement schedule, in detail satisfactory to Mortgagee;

(b) prior to commencement of restoration, the contracts, contractors, plans and specifications for the restoration shall have been approved by Mortgagee and all governmental authorities having jurisdiction, and Mortgagee shall be provided with satisfactory title insurance and acceptable surety bonds insuring satisfactory completion of the restoration and the payment of all subcontractors and materialmen;

(c) all restoration work shall be done under fixed price contracts, fully bonded;

(d) at the time of any disbursement, an Event of Default, or any event or condition which with the passage of time or the giving of notice, or both, would constitute an Event of Default, shall not have occurred, no mechanics' or materialmen's liens shall have been filed and remain undischarged and an endorsement satisfactory to Mortgagee to its title insurance policy shall have been delivered to Mortgagee;

(e) disbursements from the Restoration Fund shall be made from time to time, but not more frequently than once each calendar month, for completed work under the aforesaid contracts (subject to retainage) and for other costs associated therewith and approved by Mortgagee, upon receipt of evidence satisfactory to Mortgagee of the stage of completion and of performance of the work in a good and workmanlike manner in accordance with the contracts, plans and specifications as approved by Mortgagee;

(f) Mortgagor will pay the cost of Mortgagee's inspecting architect or engineer and the cost of any attorney's fees and disbursements incurred by Mortgagee in connection with such restoration;

(g) Mortgagee shall have the option to retain up to ten percent (10%) of the cost of all work until the restoration is fully completed, as determined by Mortgagee, and all occupancy permits therefor have been issued;

(h) Mortgagee may impose such other reasonable conditions, including a restoration schedule, as are customarily imposed by construction lenders to assure complete and lien-free restoration;

(i) Any sum remaining in the Restoration Fund upon completion of restoration shall, at Mortgagee's option, be applied to any part of the Secured Obligations and in any order (notwithstanding that any of such Secured Obligations may not then be due and payable) or be paid to Mortgagor.

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If within a reasonable period of time after the occurrence of any loss or damage to the Mortgaged Property, Mortgagor shall not have submitted to Mortgagee and received Mortgagee's approval of plans and specifications for the repair, restoration or rebuilding of such loss or damage or shall not have obtained approval of such plans and specifications from all governmental authorities whose approval is required, or if, after such plans and specifications are approved by Mortgagee and by all such governmental authorities, Mortgagor shall fail to commence promptly such repair, restoration or rebuilding, or if thereafter Mortgagor fails to carry out diligently such repair, restoration or rebuilding or is delinquent in the payment to mechanics, materialmen or others of the costs incurred in connection with such work, or if any other condition of this Paragraph 12 is not satisfied within a reasonable period of time after the occurrence of any such loss or damage, then Mortgagee, in addition to all other rights herein set forth, and, after giving Mortgagor thirty (30) days written notice of the nonfulfillment of one or more of the foregoing conditions may, failing Mortgagor's fulfillment of said conditions within said thirty (30) day period, at Mortgagee's option, (A) declare that an Event of Default has

occurred and/or apply all proceeds to the payment of any Secured Obligations, and/or (B) Mortgagee, or any lawfully appointed receiver of the Mortgaged Property, may at their respective options, perform or cause to be performed such repair, restoration or rebuilding, and may take such other steps as they deem advisable to carry out such repair, restoration or rebuilding, and may enter upon the Mortgaged Property for any of the foregoing purposes, and Mortgagor hereby waives, for itself and all others holding under it, any claim against Mortgagee and such receiver (other than a claim based upon the alleged gross negligence or intentional misconduct of Mortgagee or any such receiver) arising out of anything done by them or any of them pursuant to this paragraph and Mortgagee may in its discretion apply any insurance or condemnation proceeds held by it to reimburse itself and/or such receiver for all amounts expended or incurred by it in connection with the performance of such work, including attorney's fees, and any excess costs shall be paid by Mortgagor to Mortgagee and Mortgagor's obligation to pay such excess costs shall be secured by the lien of this Mortgage and shall bear interest at the Default Rate, until paid.

Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Mortgaged Property, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage.

13. Books and Records. Mortgagor shall maintain and Mortgagee shall have access at all reasonable business hours to complete and adequate books of account and other records relating to the financing, development, construction, leasing, management, operation and use of the Mortgaged Property as Mortgagee may require, and Mortgagor will discuss the finances and business of the Mortgaged Property with Mortgagee as Mortgagee may request. Such books and records shall be kept in all material respects in accordance with generally accepted accounting principles consistently applied. Mortgagor shall permit Mortgagee to photocopy such books and records on the Mortgaged Property, or, if photocopying facilities are not available on the Mortgaged Property, at a copying facility selected by Mortgagee in its reasonable discretion.

14. Leases. Mortgagor shall not (a) execute an assignment or pledge of the Rents and/or the Leases other than in favor of Mortgagee; or (b) accept any prepayment of an installment of any Rents more than thirty (30) days in advance of the due date of such installment.

Mortgagor shall not without the prior written consent of Mortgagee (a) amend, modify, extend or consent to the surrender of any Lease, or give any consent to any tenant pursuant to any Lease; or (b) make any Lease except for Leases approved in writing by Mortgagee, it being the express understanding of Mortgagee and Mortgagor that Mortgagee shall have the right to approve all terms and conditions of each Lease. When a Lease is to be presented to Mortgagee for its review and approval, Mortgagor shall notify Mortgagee by telephone that a Lease is being presented for review. Mortgagee shall review such Lease and respond to Mortgagor with its acceptance, rejection and/or with any comments thereon by the end of the fifth (5th) business day after receipt thereof. Mortgagee's failure to so respond within five (5) business days shall constitute Mortgagee's approval of such Lease.

Mortgagor shall promptly (a) perform all of the provisions of the Leases on the part of the landlord thereunder to be performed; (b) appear in and defend any action or proceeding in any manner connected with the Leases or the obligations of Mortgagor thereunder; (c) within thirty (30) days after a request by Mortgagee, deliver to Mortgagee a certificate from each tenant under the Leases identifying such Lease with particularity and stating that no default by Mortgagor or such tenant has occurred under the applicable Lease and no rent thereunder has been prepaid except for the current month; (d) within five (5) days after request by Mortgagee, a written statement containing the names of all tenants, the terms of all Leases and the spaces occupied and rentals payable thereunder, and a statement of all Leases which are then in default, including the nature of the default; (e) deliver to Mortgagee promptly copies of any notices of default which Mortgagor may at any time forward to or receive from a tenant of any Lease; and (f) within ten (10) days after execution, deliver to Mortgagee a fully executed counterpart of each Lease, or a copy thereof certified by all parties thereto and guarantors thereof.

Each Lease shall require the tenant thereunder, upon request by Mortgagee, to attorn to Mortgagee or any other person succeeding to the interest of Mortgagor as a result of the enforcement of this Mortgage and shall recognize Mortgagee or such successor in interest as landlord under the Lease without change in the provisions thereof; provided, however, that Mortgagee or such successor in interest shall not be bound by (a) any prepayment of an installment or rent or other obligation other than rent for the current month, or (b) any amendment or modification to the Lease made without the written consent of Mortgagee or such successor in interest or (c) any obligations under the Lease to have been performed prior to the date that Mortgagee or a purchaser in foreclosure or in lieu thereof shall have acquired title to the Mortgaged Property; and further

provided that, so long as such tenant is not in default under its Lease, it shall not be disturbed in its occupancy under such Lease. Each tenant, upon request by Mortgagee or such successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

15. Recordation.

(a) The Mortgagor forthwith upon the execution and delivery of this Mortgage and thereafter from time to time, will cause this Mortgage, and any security instrument creating a lien or evidencing the lien hereof upon the mixed or personal property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of the Mortgagee in, the Mortgaged Property.

(b) The Mortgagor will pay all filing, registration and recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Mortgage, and security instrument with respect to the Improvements and any instrument of further assurance and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, the Loan Documents, any security instrument with respect to the Improvements or any instrument of further assurance.

16. Further Assurances. Mortgagor, within ten (10) days after request by Mortgagee, shall deliver a duly executed and acknowledged certificate, in form satisfactory to Mortgagee, setting forth the unpaid Secured Obligations and any offsets, claims, counterclaims or defenses of Mortgagor which may exist against the Secured Obligations. Mortgagor agrees to execute such further assurances as may be desirable by Mortgagee for the purposes of further evidencing, carrying out and/or confirming this Mortgage and for all other purposes intended by this Mortgage.

17. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) a failure to make any payment of principal, interest or other sum under the Note when due or within the grace period, if any, set forth therein;

(b) a failure to pay any other Secured Obligations, and such failure shall continue for a period of ten (10) days after demand by Mortgagee;

(c) Mortgagor shall fail to perform or observe any of the obligations in Section 7 or 22 of this Mortgage;

(d) a failure by Mortgagor to duly perform and observe any other provision in this Mortgage, and such failure shall continue for a period of thirty (30) days after notice from Mortgagee;

(e) a failure by Mortgagor to duly perform and observe any other provision in the Note, the Loan Agreement or any of the other Loan Documents, and such failure continues beyond the grace period, if any, set forth therein or any other event of default described therein shall occur;

(f) any representation or warranty made by Mortgagor herein or in any of the Loan Documents or in any other instrument or document which pertains to the Loan proves to be incorrect, now or hereafter, in any material respect;

(g) Mortgagor shall become insolvent or unable to pay its debts as the same mature, or a petition shall be filed by or against Mortgagor in bankruptcy or seeking the appointment of a receiver, trustee or conservator for Mortgagor or for any portion of Mortgagor's property, or for reorganization or to effect a plan or other arrangement with or for the benefit of Mortgagor's creditors or Mortgagor shall consent to the appointment of a receiver, trustee or conservator for Mortgagor or for any portion of Mortgagor's property;

(h) foreclosure proceedings are instituted against the Mortgaged Property upon any other lien or claim whether alleged to be superior or junior to the lien of this Mortgage;

(i) any action or proceeding is commenced, excepting an action to foreclose this Mortgage or to collect the indebtedness hereby secured, to which action or proceeding the Mortgagee is made a party by reason of the execution of this Mortgage or the Note which it secures, or in which it becomes necessary to defend or uphold the lien of this Mortgage, or the priority thereof or possession of the Mortgaged Property, or otherwise protect the security hereunder;

(j) Mortgagor shall sell, assign, give, mortgage, pledge, hypothecate, encumber or otherwise transfer the Mortgaged Property, or any part thereof or interest therein, voluntarily or involuntarily, other than (1) as set forth in Section 7 hereof, (2) Leases approved in writing by Mortgagee, or (3) as otherwise deemed to be approved pursuant to the provisions of this Mortgage; or

(k) the Improvements are substantially damaged or destroyed by an uninsured or inadequately insured casualty.

18. Remedies. In the event of an Event of Default, Mortgagee may, at its option and notwithstanding any contrary provisions in the Note or any of the other Loan Documents, without demand, notice or delay, do one or more of the following:

(a) Mortgagee may declare the entire unpaid principal balance of the Note together with all interest thereon, to be due and payable immediately (and in the case of an Event of Default under paragraph 17(g), all such indebtedness shall automatically and immediately become due and payable without notice or any other act).

(b) Mortgagee may (i) institute and maintain an action at law or in equity of mortgage foreclosure against the Mortgaged Property and the interests of Mortgagor therein, (ii) enforce the provisions of this Mortgage or any of the indebtedness or obligations secured by this Mortgage, (iii) institute and maintain an action on the Note, (iv) cause any or all of the Mortgaged Property to be sold under the power of Sale granted by this Mortgage in any manner permitted by applicable law, and/or (v) take such other action at law or in equity for the enforcement of any of the Loan Documents as the law may allow, and in each such action Mortgagee shall be entitled to all costs of suit and reasonable attorneys' fees. Such action or actions may be brought concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of Mortgagee's right to institute or maintain any of the other actions, provided that Mortgagee shall have only one payment and satisfaction of the indebtedness.

(c) Mortgagee shall be authorized to take possession of the Mortgaged Property hereby conveyed, and with or without first taking possession, after giving twenty-one (21) days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, its agents or assigns deem best in front of the Court House door of said County, (or the division thereof) where said property is located at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest

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bidder therefore; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee, its agents or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured. Upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the premises so purchased. Mortgagee may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. At the foreclosure sale, the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Mortgagee may elect in its sole discretion.

(d) Mortgagee may, without releasing Mortgagor from any obligation under any of the Loan Documents and without waiving any Event of Default: (i) collect any or all of the Rents, including any Rents past due and unpaid, (ii) perform any obligation or exercise any right or remedy of Mortgagor under any Lease, or (iii) enforce any obligation of any tenant of any of the Mortgaged Property. Mortgagee shall not be obligated to do any of the foregoing, even if Mortgagee may have theretofore performed obligations or exercised remedies of Mortgagor or enforced obligations of tenants. Mortgagee may exercise any right under this subsection (d) whether or not Mortgagee shall have entered into possession of any of the Mortgaged Property, and nothing herein contained shall be construed as constituting Mortgagee a "mortgagee in possession", unless Mortgagee shall have entered into and shall continue to be in actual possession of the Mortgaged Property. Mortgagor hereby authorizes and directs each and every present and future tenant of any of the Mortgaged Property to pay all Rents directly to Mortgagee and to perform all other obligations of that tenant for the direct benefit of Mortgagee, as if Mortgagee were the landlord under the Lease with that tenant, immediately upon receipt of a demand by Mortgagee to make such payment or perform such obligations. No tenant shall have any responsibility to ascertain whether such demand is permitted hereunder or whether an Event of Default shall have occurred; Mortgagor hereby waives any right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of Rents or performance of obligations to Mortgagee; and any such payment or performance to Mortgagee shall discharge the obligations of the tenant to make such payment or performance to Mortgagor. Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all claims, liability, damage, cost and expense (including attorney's fees) which may be asserted against or incurred by Mortgagee by reason of any alleged obligations to perform any provision of any Lease. After deduction of all costs and expenses incurred in the operation and management of the Mortgaged Property and in the collection of the Rents (including attorneys' fees,

administration expenses, management fees and brokers' commissions), Mortgagee may apply the Rents received by Mortgagee to the payment of any or all of the following, in such order and amounts as Mortgagee, in its sole discretion, may elect, whether or not the same be then due: liens on any of the Mortgaged Property, Impositions, claims, insurance premiums, other carrying charges, invoices of persons who have supplied goods or services to or for the benefit of any of the Mortgaged Property, costs and expenses of maintenance, repair, restoration, alteration or improvement of any of the Mortgaged Property, or the Secured Obligations. Mortgagee may, in its sole discretion, determine the method by which, and extent to which, the Rents will be collected and obligations of tenants enforced; and Mortgagee may waive or fail to perform or enforce any provision of any Lease. Mortgagee shall not be accountable for any Rents or other sums it does not actually receive. Mortgagor hereby appoints Mortgagee as its attorney-in-fact effective upon an Event of Default to perform all acts which Mortgagor is required or permitted to perform under any and all Leases.

BOOK 323 PAGE 234 (e) Mortgagee may, without releasing Mortgagor from any obligation under any of the Loan Documents and without waiving any Event of Default, enter upon and take possession of the Mortgaged Property or any portion thereof, with or without legal action and by force if necessary, or have a receiver appointed without proof of depreciation or inadequacy of the value of the Mortgaged Property or other security or proof of the insolvency of Mortgagor. Mortgagee or said receiver may manage and operate the Mortgaged Property; make, cancel, enforce or modify the Leases or any of them; obtain and evict tenants; establish or change the amount of any Rents; and perform any acts and advance any sums which Mortgagee deems proper to protect the security of this Mortgage, all such sums to be payable on demand, together with interest thereon at the Default Rate, from the date of such demand, and such sums and interest to be secured by this Mortgage.

(f) Mortgagee may take possession of the Equipment and Other Property, or any portion thereof, and may use and deal with the same to the same extent as Mortgagor is entitled to do so and may sell the same pursuant to law and exercise such other rights and remedies with respect to the same as may be provided by law, and file such continuation statements which it deems desirable.

All remedies contained in this Mortgage are cumulative and Mortgagee also has all other remedies provided by law or in equity or in any of the other Loan Documents. No delay or failure by Mortgagee to exercise any right or remedy under this Mortgage will be construed to be a waiver of that right or remedy or a waiver of any Event of Default. Mortgagee may exercise any one or more of its rights and remedies without regard to the

adequacy of its security. The Note and the Loan Agreement may contain provisions pursuant to which all or a part of the Secured Obligations shall become immediately and automatically due and payable upon the occurrence of certain events described therein. Nothing in this Mortgage shall be construed as limiting the effectiveness of such provisions, and in the event of any inconsistency with the terms of this Mortgage, such provisions shall govern.

The proceeds of any sale under this Mortgage will be applied in the following manner:

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

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

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

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

19. Mortgagee's Right to Protect Security. Mortgagee is hereby authorized to do any one or more of the following irrespective of whether an Event of Default has occurred: (a) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee hereunder; (b) take such action as Mortgagee may determine to pay, perform or comply with any Impositions or Legal Requirements, to cure any Events of Default and to protect its security in the Mortgaged Property, advance sums on behalf of Mortgagor to pay, perform or comply with any Imposition, Legal Requirement, prohibited lien, claims, costs and expenses in connection with the Mortgaged Property, including payment for utilities, fuel or any other necessary maintenance expenses, fees, insurance and repairs; and for the purpose of exercising any such powers Mortgagee is hereby appointed attorney-in-fact for Mortgagor and is authorized to pay or advance sums to meet necessary expenses and costs of repair, employ counsel and pay reasonable attorneys' fees. All sums paid by or otherwise owing to Mortgagee under this Mortgage shall be paid by Mortgagor to Mortgagee on demand, and until paid such sums shall be added to

the principal secured hereby, shall be and included as part of the Secured Obligations and shall bear interest at the Default Rate from the date of demand.

20. Mortgagee's Costs and Expenses. In the event of an Event of Default or the exercise by Mortgagee of any of its rights hereunder, or if Mortgagee shall become a party, either as plaintiff or defendant or otherwise, to any suit or legal proceeding affecting any of the Mortgaged Property or the Secured Obligations, or if Mortgagee's review and approval of any document, including a Lease, is requested by Mortgagor or required by Mortgagee, Mortgagor shall pay to Mortgagee on demand its costs, expenses and reasonable attorneys' fees incurred in connection therewith. If such amounts are not paid, they shall be added to the principal secured hereby, shall be included as part of the Secured Obligations and shall bear interest at the Default Rate from the date of their demand.

21. Security Agreement Under Uniform Commercial Code.

(a) This Mortgage is a Security Agreement as defined in the Uniform Commercial Code. Notwithstanding the filing of a financing statement covering any of the Mortgaged Property in the records normally pertaining to personal property, at Mortgagee's option all of the Mortgaged Property, for all purposes and in all proceedings, legal or equitable, shall be regarded (to the extent permitted by law), as part of the Realty, whether or not any such item is physically attached to the Realty or Improvements. The mention in any such financing statement of any of the Mortgaged Property shall not be construed as in any way altering any of the rights of Mortgagee or adversely affecting the priority of the lien granted hereby or by any other Loan Document, but such mention in the financing statement is hereby declared to be for the protection of Mortgagee in the event any Court shall at any time hold that notice of Mortgagee's priority of interest, to be effective against any third party, must be filed in the Uniform Commercial Code records.

(b) U.C.C. Remedies: This instrument is a Mortgage pursuant to the laws of the State of Alabama governing mortgages and is also a security agreement granting a security interest pursuant to the Uniform Commercial Code of the State of Alabama. With respect to the portion of the Mortgaged Property constituting personal property or fixtures (the "Collateral") in which a security interest is herein granted, Mortgagee shall have and may exercise any or all of the rights of a secured party under this Mortgage, the Uniform Commercial Code as enacted in Alabama, and any other applicable law, including, without limitation, the right to foreclose the liens and security interest created under this Mortgage by any available judicial procedure with or without judicial process; to enter any premises where any of the Collateral may be located for the purpose of taking possession of or removing the same; to sell, assign, lease or otherwise dispose of the Collateral, or any part thereof, either at public or

private sale, in lots or in bulk, for cash or credit or otherwise, with or without representations or warranties, and upon such terms as shall be acceptable to Mortgagee, all at Mortgagee's sole option and as Mortgagee, in its sole discretion, may deem advisable, and Mortgagee may bid or may become a purchaser at any such sale, and credit the amount of all or any part of the Secured Obligations against the purchase price bid by Mortgagee at any such sale. If notification to Mortgagor of intended disposition by Mortgagee of any of the Collateral is required by law, such notification shall be deemed to have been reasonably and properly given if personally delivered to Mortgagor or deposited in the United States mail with postage prepaid, duly addressed to Mortgagor at the address specified for notices to Mortgagor in this Mortgage, at least five (5) business days prior to such disposition. The net cash proceeds resulting from the collection, liquidation, sale, lease or other disposition of the Collateral shall be applied, first to the expenses (including attorney's fees) of retaking, holding, storing, preparing for sale, selling, collecting or liquidating the Collateral and the like, and then to the particular portions of the Secured Obligations or against principal or interest to be in Mortgagee's absolute discretion. If any of the Collateral shall require repairing, maintenance, preparation or the like, Mortgagee shall have the right, but shall not be obligated, to do such repairing, maintenance, or preparation for the purpose of putting the same in such saleable form as Mortgagee shall deem appropriate, but Mortgagee shall have the right to sell or dispose of such Collateral without such processing. Mortgagor shall, at Mortgagee's request, assemble all the Collateral and make it available to Mortgagee at places which Mortgagee may select, whether at the Mortgaged Property or elsewhere, and shall make available to Mortgagee all premises and facilities of Mortgagor for the purpose of Mortgagee's taking possession of the Collateral or of removing or putting the Collateral in saleable form. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO NOTICE OR HEARING PRIOR TO SEIZURE BY MORTGAGEE OF THE COLLATERAL, WHETHER BY WRIT OF POSSESSION OR OTHERWISE.

22. Mortgagor's Existence. Mortgagor and any subsequent owner of the interest of Mortgagor in the Mortgaged Property (other than an individual) shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the state of its formation and its right to own property and transact business in the jurisdiction or jurisdictions where the Mortgaged Property is located.

23. Representations and Warranties. Mortgagor represents and warrants that: (a) Mortgagor is duly organized and validly existing under the laws of the jurisdiction of its formation, as hereinabove stated; (b) Mortgagor has the requisite power to

execute and perform the Loan Documents and the Secured Obligations; (c) the transactions contemplated in the Loan Documents are and will be in all respects legal and not in violation of any of the Legal Requirements; (d) all information, reports, papers and data given to Mortgagee with respect to any of the Mortgaged Property or Mortgagor are accurate in all material respects and complete insofar as completeness may be necessary to give Mortgagee accurate knowledge of the subject matter, and there has been no material adverse change in any condition or fact stated therein; (e) Mortgagor is not a party to or obligated under any instrument, and there is no litigation pending (or, to Mortgagor's knowledge, threatened), which does or might materially and adversely affect Mortgagor or any of the Mortgaged Property; (f) none of the Mortgaged Property has been damaged by fire or other casualty which is not now fully restored; (g) no notice of taking by eminent domain or condemnation of any of the Mortgaged Property has been received, and Mortgagor has no knowledge that any of such is contemplated.

24. Waivers by Mortgagor. Mortgagor, to the extent permitted by law, hereby waives all errors and imperfections in any proceedings instituted by Mortgagee under any of the Loan Documents and all benefit of any present or future statute of limitations or moratorium law or any other present or future law, regulation or judicial decision which (a) exempts any of the Mortgaged Property or any other property, real or personal, or any part of the proceeds arising from any sale thereof from attachment, levy or sale under execution, (b) provides for any stay of execution, marshalling of assets, exemption from civil process, redemption, extension of time for payment or valuation or appraisal of any of the Mortgaged Property, or (c) conflicts with any provision of any of the Loan Documents.

25. Notices. Except as otherwise provided in this Mortgage, all notices hereunder shall be in writing and shall be deemed to have been duly given for all purposes when delivered in person or by express overnight delivery, or when delivered by the United States mail, by registered or certified mail, return receipt requested, at the following addresses or at such other address as may be substituted by notice given as herein provided. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice.

Mortgagor:

ROSC ASSOCIATES JOINT VENTURE
c/o 2200 Woodcrest Place, Suite 200
Birmingham, Alabama 35209
Attention: Raymond D. Gotlieb

with a copy to:

RC Land Company
Wilmington Trust Center, Suite 1006
Rodney Square North
Wilmington, Delaware 19801
Attention: Darlene Clarke, Vice President

Mortgagee:

PITTSBURGH NATIONAL BANK
Fifth Avenue and Wood Street
Commercial Real Estate, 19th Floor
Pittsburgh, PA 15265
Attention: Michael J. Hannon

with a copy to:

Buchanan Ingersoll Professional Corporation
600 Grant Street, 58th Floor
Pittsburgh, Pennsylvania 15219
Attention: Calvin R. Harvey, Esquire

26. Status of Parties. It is understood and agreed that the relationship of the parties is that of Mortgagor and Mortgagee and that nothing herein or in any of the other Loan Documents shall be construed to constitute a partnership, joint venture or co-tenancy between Mortgagor and Mortgagee.

27. Severability. In the event any one or more of the provisions contained in this Mortgage or in the Note or any of the Loan Documents shall for any reason be held to be inapplicable, invalid, illegal, or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein or therein.

28. Successors. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee.

29. Attorney's Fees. The terms "reasonable attorneys' fees" or "reasonable counsel fees" as used in this Mortgage shall include, but not be limited to, reasonable attorneys' fees incurred in any and all judicial, bankruptcy, reorganization, arbitration and any other proceedings, including appellate proceedings, whether such proceedings arise before or after entry of a final judgment.

30. Acceleration. In order to accelerate the maturity of the indebtedness hereby secured because of the failure of the Mortgagor to pay any tax assessment, liability, obligation or encumbrance upon said property as herein provided, it shall not be necessary nor requisite that the Mortgagee shall first pay the same.

31. Foreclosure Sale. In case any sale under this Mortgage occurs by virtue of judicial proceedings, the Mortgaged Property

may be sold in one parcel and as an entity, or in such parcels, manner or order as the Mortgagee in its sole discretion may elect.

32. Assignment of Note and/or Mortgage.

(a) Mortgagor agrees that nothing herein shall be deemed to prohibit the assignment or negotiation, with or without recourse, of the Note or any future advances, extensions, renewals or substitutions, and any of the Loan documents or any interest of Mortgagee therein, or the assignment of this Mortgage.

(b) Mortgagor agrees that, if requested by Mortgagee, Mortgagor shall certify to the assignee of this Mortgage, to Mortgagee, and to such other persons as Mortgagee may reasonably request that this Mortgage is in full force and effect, and amount or amounts of the principal balance due hereunder, the terms of the Note and all such matters and in such form as the Mortgagee or assignee may reasonably require. In the event that Mortgagor shall fail to so certify such matters within ten (10) days after receipt of Mortgagee's written request therefor, Mortgagor shall be deemed to be in default under the terms of this Mortgage and Note and Mortgagee may exercise any and all rights and remedies under the provisions hereof.

33. Time of Essence. Time is of the essence as to all of the Mortgagor's obligations hereunder and under the Note secured hereby and under any and all other Loan Documents.

34. Environmental Warranty and Indemnification. (a) Neither Mortgagor nor, to the best of Mortgagor's knowledge, any previous owner of the Mortgaged Property nor any third party has used, generated, stored or disposed of any hazardous waste, toxic substances or related materials ("Hazardous Materials") on the Mortgaged Property. For the purpose of this representation and warranty, Hazardous Materials shall include, but shall not be limited to, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, The Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., and shall also include asbestos and any asbestos containing materials, whether such asbestos is in a friable or non-friable state.

(b) Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from and against all liability, directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials, or the presence of incorporation of any Hazardous Materials in or on the Mortgaged Property including, without limitation, the cost of any required or necessary repair, removal/clean-up or detoxification and the preparation of any

closure or other required plans, whether such action is required or necessary prior to or following transfer of title to the Mortgaged Property, to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage or disposal of Hazardous Materials on the Mortgaged Property or the presence or incorporation of any Hazardous Materials in or on the Mortgaged Property. The foregoing indemnification shall survive repayment of the Note.

35. Miscellaneous. (a) The section headings in this Mortgage are used only for convenience in finding the subject matters and are not part of this Mortgage or to be used in determining the intent of the parties or otherwise interpreting this Mortgage; (b) as used in this Mortgage, the singular shall include the plural as the context requires and the following words and phrases shall have the following meanings: (i) "including" shall mean "including but not limited to", (ii) "provisions" shall mean "provisions, terms, covenants and/or conditions", (iii) "lien" shall mean "lien, charge, encumbrance, security interest, mortgage and/or deed of trust", (iv) "obligation" shall mean "obligation, duty, covenant and/or condition", (v) "any of the Mortgaged Property" shall mean "the Mortgaged Property or any part thereof or interest therein", and (vi) "tenant" shall mean "tenant and/or subtenant and/or occupant and/or user of any of the Mortgaged Property"; (c) any act which Mortgagee is permitted to perform under the Loan Documents may be performed at any time and from time to time by Mortgagee or any person or entity designated by Mortgagee; (d) each appointment of Mortgagee as attorney-in-fact for Mortgagor, under the Loan Documents is irrevocable and coupled with an interest; (e) Except as otherwise specified herein, Mortgagee has the right to refuse to grant its consent whenever such consent is required under the Loan Documents; (f) this Mortgage may be modified, amended, discharged or waived only by an agreement in writing signed by all of the parties hereto; (g) the covenants of this Mortgage shall run with the land and bind Mortgagor, and the respective successors and assigns of Mortgagor, and all present and subsequent encumbrancers, tenants and subtenants of any of the Mortgaged Property, and shall inure to the benefit of Mortgagee, its successors and assigns; (h) in the event any one or more of the provisions contained in the Loan Documents 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 of the Loan Documents, but the Loan Documents shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein; (i) any defined term used in this Mortgage which is not defined herein shall have the meaning ascribed to it in the Loan Documents; (j) 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; and (k) 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 Mortgaged Property from the lien of this Mortgage or otherwise changes any of the terms of the Note or this Mortgage; (v) consents to the filing of any map, plat or replat thereof; (vi) consents to the granting of any easement thereon; (vii) makes or consents to any agreement subordinating the lien or change hereof; or (viii) enters into any agreement with the Mortgagor or any limited or general partner, trustee or shareholder thereof or any one or more of them changing any term of the Note or documents relating to the Loan or releasing any such partner, trustee or shareholder of Mortgagor or any security or respecting any matter whatsoever, any such act or omission shall not release, discharge, modify, change, or affect the original liability under the Note, this Mortgage or otherwise of the Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker; 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. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Mortgagee, without notice to any person or entity is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

36. Defeasance. If Mortgagor pays to Mortgagee in full the Secured Obligations in accordance with the provisions of the Loan Documents, then this Mortgage shall become void.

37. Applicable Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Alabama.

38. Non-Recourse. Neither Mortgagor nor any parties in Mortgagor shall be personally liable for repayment of the

indebtedness evidenced by the Note or for any other sums due as a result of any defaults under the Note, this Mortgage or any other Loan Document, or for the payment of any deficiency established after judicial foreclosure or otherwise, and the liability of Mortgagor shall be limited to its interest in the Mortgaged Property. Notwithstanding the foregoing and notwithstanding any delay on the part of the Mortgagee in exercising any right, power or remedy in connection with any default or Event of Default under any of the Loan Documents, nothing contained in this Section 38 shall be deemed to prejudice the rights of Mortgagee (a) to recover such other amounts incurred by Mortgagee as a result of Mortgagor's misapplication of insurance or condemnation proceeds, or as a result of fraud or waste; (b) to recover any tenant security deposits, advance as prepaid rents or other similar sums paid to or held by Mortgagor or Mortgagor's agent or employees, or any other person in connection with the operation of the Mortgaged Property; or (c) to recover any costs, expenses or liabilities, including attorney's fees, incurred by Mortgagee and arising from any violation of any laws relating to the presence or regulation of Hazardous Materials on the Mortgaged Property.

IN WITNESS WHEREOF, Mortgagor, has caused this Mortgage to be duly executed and sealed the day and year first above written.

ATTEST:

ROSC ASSOCIATES JOINT VENTURE,
an Alabama general partnership

By: RC Properties Limited
Partnership, General
Partner

By: RC Land Company,
General Partner

By: Lynda H. Yohn
Title: Assistant Secretary

By: Darlene Clarke
Title: Vice-President

[SEAL]

By: Riverchase Office Park,
Ltd., General Partner

By: Metropolitan
Contractors, Inc.,
General Partner

By: Margaret M. Robinson
Title:

By: Raymond H. Hilt
Title: President

[SEAL]

STATE OF Delaware)

COUNTY OF New Castle)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Madona Clarke, whose name as Vice-President, of RC Land Company, acting in its capacity as General Partner of RC Properties Limited Partnership, acting in its capacity as General Partner of ROSC ASSOCIATES JOINT VENTURE, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as General Partner of said limited partnership as General Partner of said general partnership on the day the same bears date.

Given under my hand and official seal this 6th day of November, 1990.
December

Donna Marie Martin
Notary Public

My Commission Expires: April 16, 1994

DONNA MARIE MARTIN
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 16, 1994

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Raymond Gotlieb, whose name as President, of Metropolitan Contractors, Inc., acting in its capacity as General Partner of Riverchase Office Park, Ltd., acting in its capacity as General Partner of ROSC ASSOCIATES JOINT VENTURE, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as General Partner of said limited partnership as General Partner of said general partnership on the day the same bears date.

Given under my hand and official seal this 11th day of November, 1990.
December

Walter O. Smith
Notary Public

My Commission Expires: 10/3/92

BOOK 323 PAGE 244

EXHIBIT A

Legal Description of the Realty:

Lot 1-B, according to a Resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, Page 99, being a resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, Page 77, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

From the Southeast corner of the NE 1/4 of SE 1/4 of Section 19, Township 19 South, Range 2 West, run in a Northerly direction along the East line of said Section for a distance of 283.46 feet; thence turn an angle to the left of 90 degrees and run in a Westerly direction for a distance of 729.70 feet; thence turn an angle to the left of 40 degrees 23 minutes 12 seconds and run in a Southwesterly direction for a distance of 262.29 feet; thence turn an angle to the right of 30 degrees 38 minutes 09 seconds and run in a Westerly direction for a distance of 303.59 feet; thence turn an angle to the right of 92 degrees 43 minutes 07 seconds and run in a Northerly direction for a distance of 328.01 feet to the Northwest corner of the Gaskill Property being the point of beginning; thence turn an angle to the left of 38 degrees 19 minutes 10 seconds and run in a Northwesterly direction 184.03 feet; thence turn an angle right of 72 degrees 04 minutes 15 seconds and run Northeasterly 422.65 feet to a point on a curved Southwest right of way line of Parkway Office Circle being concave in a Northeasterly direction and having a radius of 780.0 feet; thence turn an angle to the right of 82 degrees 30 minutes 50 seconds to the chord of said curve and run in a Southeasterly direction along the arc of said curve for a distance of 33.39 feet to the end of said curve; thence run in a Southeasterly direction along a line tangent to the end of said curve for a distance of 177.95 feet to a point of beginning of a second curve, said second curve being concave in a Southwesterly direction and having a radius of 310.0 feet and a central angle of 64 degrees 06 minutes; thence run along the arc of said curve for a distance of 346.81 feet to the end of curve; thence run in a Southeasterly direction along a line tangent to the end of said curve for a distance of 72.16 feet to the most Northerly corner of the Gaskill property; thence turn an angle to the right of 84 degrees 11 minutes 48 seconds and run in a Southwesterly direction for a distance of 495.17 feet to the point of beginning.

According to the survey of Johnny L. Riddlesperger Al. Reg. No. 14284 last revised November 14, 1990.

Together with all right, title and interest in and to the easements, rights, and restrictions contained in that certain Declaration of Reciprocal Access, Utilities, Drainage and Parking Easement as recorded in Real Book 323 Page 96 in the Probate Office of Shelby County, Alabama.

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

90 DEC 20 PM 2:48

JUDGE OF PROBATE

1. Deed Tax	4,380.00
2. Mtg. Tax	80.00
3. Recording Fee	3.00
4. Indexing Fee	1.00
5. No Tax Fee	1.00
6. Certified Fee	1.00
Total	4,438.00

