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**MORTGAGE AND
SECURITY AGREEMENT
(Alabama)**

BY AND BETWEEN

**TREETOP ENTERPRISES, INC.,
a Tennessee corporation
(the "Mortgagor"),**

**and
NATIONSBANK OF GEORGIA, N.A.,
formerly known as
THE CITIZENS AND SOUTHERN NATIONAL BANK
(the "Mortgagee")**

January 14, 1992

**This instrument prepared by
and after recordation should
be returned to:**

**Alston & Bird
3575 Koger Boulevard, Suite 200
Duluth, Georgia 30136-4958
Attention: Sherry D. Olson
(404) 881-7000**

**The mortgage is also to be effective as a fixture filing under
the Uniform Commercial Code. The Mortgagor is the
"Debtor" and the Mortgagee is the "Secured Party."**

**This Mortgage and Security Agreement is one of seven duplicate originals
of this Mortgage and Security Agreement. One duplicate original will be
recorded in the following counties in the State of Alabama: Butler, Cullman,
Jefferson, Madison, Montgomery, Shelby, and Tuscaloosa.**

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Mike A

MORTGAGE AND SECURITY AGREEMENT

STATE OF _____)
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS: That, the undersigned, TREETOP ENTERPRISES, INC., a Tennessee corporation, (the "Mortgagor") whose address is 5100 Linbar Drive, Nashville, Tennessee 37211 for and in consideration of the indebtedness as herein recited hereby GRANTS, BARGAINS, SELLS, CONVEYS, MORTGAGES and WARRANTS to NATIONSBANK OF GEORGIA, N.A., formerly known as THE CITIZENS AND SOUTHERN NATIONAL BANK (the "Mortgagee") whose address is P.O. Box 4899, Atlanta, Georgia 30302-4899, its successors and assigns, all and singular, the real property located in the State of Alabama, more particularly described in Exhibit "A" attached hereto and made a part hereof as if specifically set out herein, (the "Real Estate"), subject to the matters set forth on Exhibit "B" attached hereto and made a part hereof (the "Permitted Encumbrances").

Together with all rights, hereditaments and appurtenances in anywise appertaining or belonging thereto; and together with all buildings and improvements now or hereafter located on the Real Estate and all equipment, fixtures and articles of personal property now or hereafter attached to or used in and about the building or buildings, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning; refrigerating, incinerating and elevator equipment, switchboards, stoves, ranges, vacuum cleaning systems, garbage disposals, refrigerators, dishwashers, hot water heaters, trash compactors, other appliances, paging systems, alarm systems, generators, sprinkler systems and other fire prevention and extinguishing apparatus and all other goods, materials, motors, machinery, pipes, equipment, inventory, fittings and fixtures now or hereafter affixed to or located on the Real Estate, and other improvements (such

building or buildings and other improvements being hereinafter called the "Project") now or hereafter erected, constructed or developed on the Real Estate which are necessary or useful for complete and comfortable use and occupancy of the Project for the purposes for which they were or are to be erected, constructed or developed, or which are or may be used in or related to the planning, development, financing or the operation thereof; all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Project in any manner; all building materials and equipment now or hereafter delivered to the Project and intended to be installed therein, including, but not limited, to all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general, all building material and equipment of every kind and character used or useful in connection with said improvements; all plans and specifications for the Project; all contracts and subcontracts relating to the Project, all deposits (including tenant's security deposits), funds, accounts, contract rights, instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), and notes or chattel paper arising from or by virtue of any transactions related to the Project; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Project; all proceeds arising from or by virtue of the sale, lease or other disposition of any of the real or personal property or interest therein described herein; all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Project; all proceeds arising from the taking of all or a part of the Real Estate or any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; all good will and books and records relating to the business or businesses operated on the Real Estate; and all other interest of every kind and character which Mortgagor now has or at any time hereafter acquires in and to the above-described real and personal property and all property which is used or useful in connection therewith, including rights of ingress and egress, easements, licenses, and all reversionary rights or interests of Mortgagor with respect to such property, unto the Mortgagee, its successors and assigns forever. It is agreed hereby that to the extent permitted by law, the foregoing personal property and fixtures are to be deemed and held to be a part of and affixed to the Real Estate. The foregoing-described real and personal property, and interests in real and personal property are hereinafter collectively called the "Mortgaged Property."

TO HAVE AND TO HOLD, said Mortgaged Property, unto Mortgagee, its successors and assigns forever.

This Mortgage is made to secure and enforce the following described indebtedness, obligations and liabilities (herein called the "Indebtedness Secured Hereby"):

(i) **Payment of that certain Promissory Note in the principal sum of TWELVE MILLION EIGHT HUNDRED FIFTY THOUSAND AND no/100 DOLLARS (\$12,850,000.00) of even date herewith, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said note; and any and all renewals, extensions, modifications, substitutions or increases of said note (hereinafter called the "Note"), or any part thereof;**

(ii) **Complete and full performance of each and every obligation, covenant, duty and agreement of the Mortgagor contained in this Mortgage; and**

(iii) **Performance of all obligations of Mortgagor under the Loan Agreement (herein so called) and under any other instrument evidencing, securing or pertaining to the Indebtedness Secured Hereby, or evidencing any renewal or extension or modification or increase of the Indebtedness Secured Hereby, or any part thereof, and further, Mortgagor's punctual and proper performance of all of Mortgagor's covenants, obligations and liabilities under any other security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, loan agreement or any other instrument or agreement of any kind now or hereafter existing as security for, executed in connection with or related to the Indebtedness Secured Hereby, or any part thereof (hereinafter referred to as the Loan Documents); and**

(iv) **Payment of all other indebtedness of whatever kind or character, owing or which may hereafter become owing by Mortgagor, to Mortgagee, whether such indebtedness is evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty, or otherwise, it being contemplated that Mortgagor may hereafter become indebted to Mortgagee in further sum or sums;**

(v) **Payment of all funds hereafter advanced by Mortgagee to or for the benefit of Mortgagor, as contemplated by any covenant or provision herein contained (but not including any loans of money hereafter made or to be made to Mortgagor, it not being the intention of the parties that this shall be a so-called open-end or future advance mortgage).**

All Indebtedness Secured Hereby shall be payable to Mortgagee at the Mortgagee's address specified above, or at such other address as may be designated by Mortgagee from time to time; and, unless otherwise provided in the instrument evidencing or creating such indebtedness, shall bear interest at the same rate per

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annum as the Note bears, from the date of accrual of such indebtedness until paid. If any Indebtedness Secured Hereby shall be collected by legal proceedings, whether through a probate or bankruptcy court or otherwise, or shall be placed in the hands of an attorney for collection after maturity, whether matured by the expiration of time or by any option given to the Mortgagee to mature same, Mortgagor agrees to pay Mortgagee's reasonable attorneys' and collection fees, whether suit be brought or not, and such fees shall be a part of the Indebtedness Secured Hereby. This Mortgage shall also secure all renewals, extensions, modifications, substitutions and increases of any of the Indebtedness Secured Hereby.

This conveyance is intended to operate and is to be construed as a Mortgage and Security Agreement and is made under those provisions of existing laws of the State of Alabama.

And for the purpose of further securing the payment of said Indebtedness Secured Hereby the Mortgagor covenants and agrees as follows:

(1) Mortgagor's Warranties of Title. That Mortgagor is lawfully seized in fee and possessed of said Mortgaged Property and has a good right to convey the same as aforesaid, that Mortgagor will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions, except the Permitted Encumbrances.

(2) Payment and Performance. Mortgagor will pay all of the Indebtedness Secured Hereby, together with the interest thereon, when the same shall become due, in accordance with the terms of the Note, Loan Agreement, and the Loan Documents

(3) Mortgagee's Right to Perform. Upon Mortgagor's failure to make any payment or perform any act required by the Note, Loan Agreement or Loan Documents, then at any time thereafter, and without notice to or demand upon Mortgagor, Mortgagee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter the Mortgaged Property for such purpose and to take all such action thereon as Mortgagee may deem necessary or appropriate.

(4) Organization and Power and Restriction on Change of Interests in Mortgagor. Mortgagor is duly organized and validly existing under applicable state laws and the transaction contemplated hereby is within Mortgagor's powers, has been duly authorized by all requisite action and is not in contravention of law or the powers of Mortgagor under its Articles of Incorporation or By-Laws. There may be no change in the ownership of Mortgagor or transfer of ownership interests in

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Mortgagor until after Mortgagor has given prior written notice of same to Mortgagee and Mortgagee has given its written consent thereto.

(5) Existence of Mortgagor. Mortgagor will preserve and keep in full force and effect its existence, rights, franchises, and trade names.

(6) Insurance. The Mortgagor shall keep or cause to be kept the Mortgaged Property insured against loss or damage by fire, windstorm, extended coverage perils, vandalism, malicious mischief, boiler insurance (if applicable), flood insurance (if applicable), comprehensive general liability insurance, workmen's compensation coverage, and any such other hazards, casualties, or other contingencies as from time to time may be required by the Mortgagee in such manner and in such companies and amounts as the Mortgagee may approve. All such policies shall name the Mortgagee as a named insured and provide that any losses payable thereunder shall (pursuant to loss payable clauses, in form and content acceptable to the Mortgagee, to be attached to each policy) be payable to the Mortgagee, and provide that the insurance provided thereby, as to the interest of the Mortgagee, shall not be invalidated by any act or neglect of the Mortgagor, nor by the commencement of any proceedings by or against the Mortgagor in bankruptcy, insolvency, receivership or any other proceeding for the relief of a debtor, nor by any foreclosure, repossession or other proceedings relating to the property insured, nor by any occupation of such property or the use of such property for purposes more hazardous than permitted in the policy. All such insurance shall be replacement cost coverage rather than actual cash value coverage. The Mortgagor shall cause duplicate originals of any and all such insurance policies to be deposited with the Mortgagee. At least ten (10) business days prior to the date the premiums on each such policy or policies shall become due and payable, the Mortgagor shall furnish to the Mortgagee evidence of the payment of such premiums. The Mortgagor will cause each insurer under each of the policies to agree (either by endorsement upon such policy or by letter addressed to the Mortgagee) to give the Mortgagee at least ten (10) business days' prior written notice of the cancellation of such policies in whole or in part or the lapse of any coverage thereunder. The Mortgagor agrees that the Mortgagor will not take any action or fail to take any action, which action or inaction would result in the invalidation of any insurance policy required hereunder. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damages to the Mortgaged Property caused by any casualty. If Mortgagor fails to keep the Mortgaged Property insured as above specified, the Mortgagee may at its option and sole discretion, insure the Mortgaged Property for its insurable value against loss by fire, wind and other hazards as specified above for the sole benefit of the Mortgagee and may procure such insurance at the Mortgagor's expense.

The Mortgagee is hereby authorized, but not required, on behalf of the Mortgagor, to collect for, adjust or compromise any losses under any such insurance

policies and to apply, at its option, the loss proceeds (less expenses of collection) on the Indebtedness Secured Hereby, in any order and amount, and whether or not due, or hold such proceeds as a cash collateral reserve against the Indebtedness Secured Hereby or apply such proceeds to the restoration of the Mortgaged Property, or to release the same to the Mortgagor, but no such application, holding in reserve or release shall cure or waive any default by the Mortgagor. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the Indebtedness Secured Hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. If the Mortgaged Property or any part thereof is located within an area that has been, or should such area at any time be, designated or identified as an area having special flood hazards by any governmental authority having jurisdiction, then Mortgagor will obtain such insurance as is required by such governmental authority in amounts required by Mortgagee.

(7) Taxes and Assessments. Mortgagor will pay all taxes and assessments against or affecting the Mortgaged Property as the same shall become due and payable, and, if Mortgagor fails to do so, the Mortgagee may pay them, together with all costs and penalties thereon, at Mortgagor's expense; provided, however, that Mortgagor may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings, contest the validity thereof, and pending such contest Mortgagor shall not be deemed in default hereunder because of such nonpayment, if prior to delinquency of the asserted tax or assessment, Mortgagor furnishes the Mortgagee an indemnity bond, conditioned that such tax or assessment with interest, cost and penalties be paid as herein stipulated secured by a deposit in cash, or security acceptable to Mortgagee, or with surety acceptable to Mortgagee, in the amount of the tax or assessment being contested to Mortgagor, and a reasonable additional sum to pay all possible costs, interest and penalties imposed or incurred in connection therewith, and if Mortgagor promptly pays any amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, before such judgment becomes final; and provided further, that in any event, each such contest shall be concluded and the tax, assessment, penalties, interest and costs shall be paid prior to the date such judgment becomes final or any writ or order is issued under which the Mortgaged Property may be sold pursuant to such judgment.

(8) Condemnation. All judgments, decrees and awards for injury or damage to the Mortgaged Property, and all awards pursuant to proceedings for condemnation thereof, are hereby assigned in their entirety to Mortgagee, who may apply the same to the Indebtedness Secured Hereby in such manner as it may elect; and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such award, judgment or decree. Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceedings for the condemnation of the Mortgaged

Property, Mortgagor shall notify Mortgagee of such fact. Mortgagor shall then, if requested by Mortgagee, file or defend its claim thereunder and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Mortgagee for disposition pursuant to the terms of this Mortgage. Mortgagee shall be entitled to participate in and to control same and to be represented therein by counsel of its own choice, and Mortgagor will deliver, or cause to be delivered, to Mortgagee such instruments as may be requested by it from time to time to permit such participation. In the event Mortgagee, as a result of any such judgment, decree, or award, believes that the payment or performance of any obligation secured by this Mortgage is impaired, Mortgagee, may, without notice, declare all of the Indebtedness Secured Hereby immediately due and payable.

(9) Mortgagor's Interest in the Mortgaged Property. If, while this Mortgage is in force, the interest of Mortgagor or the lien of Mortgagee in the Mortgaged Property hereby conveyed or any part thereof, shall be endangered or shall be attacked directly or indirectly, Mortgagor hereby authorizes Mortgagee at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel, the prosecution or defense of litigation and the compromise or discharge of claims made against such interest.

(10) Taxes on Note or Mortgage. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Mortgage, or upon any rights, titles, liens or security interests created hereby, or upon the Note, or any part thereof, Mortgagor shall immediately pay all such taxes; provided that, in the alternative, Mortgagor may, in the event of the enactment of such a law, and must, if it is unlawful for Mortgagor to pay such taxes, prepay the Note within sixty (60) days after demand for such prepayment by Mortgagee.

(11) Statements by Mortgagor. Mortgagor shall, at any time and from time to time, furnish promptly, upon request, a written statement or affidavit, in such form as may be required by Mortgagee, stating the unpaid balance of the Note and that there are no offsets or defenses against full payment of the Note, or if there are any such offsets and defenses, specifying them. Mortgagor waives any claim against Mortgagee for such offsets or defenses if not specified as provided herein and agrees to hold Mortgagee harmless therefor.

(12) Mortgagee's Expenses. If, in pursuance of any covenant contained herein or in any other instrument executed in connection with the loan evidenced by the Note or in connection with any other Indebtedness Secured Hereby, Mortgagee shall expend any money chargeable to Mortgagor or subject to reimbursement by Mortgagor under the terms of such covenant or agreement, Mortgagor will repay the same to Mortgagee immediately at the place where the Note or other Indebtedness Secured Hereby is payable, together with interest thereon at the rate

of interest payable on account of the Note or such other indebtedness in the event of a default thereunder from and after the date of Mortgagee's making such payment. The sum of each such payment shall be added to the Indebtedness Secured Hereby and thereafter shall form a part of the same, and it shall be secured by this Mortgage and by subrogation to all the rights of the person or entity receiving such payment. The Mortgagee may make advances, but shall not be obligated to do so, for any of the following: (i) insurance, (ii) payment of taxes or any part thereof, (iii) repair, maintenance and preservation of the Mortgaged Property, or of any buildings or other structures thereon, including fixtures, (iv) for the discharge of any liens or encumbrances on the Mortgaged Property, (v) for perfecting the title thereto, (vi) for enforcing collection of the Indebtedness Secured Hereby, (vii) for any water, gas or electric charge imposed for any services rendered to the Mortgaged Property, (viii) for the protecting or preserving of any use being made of the Mortgaged Property, (ix) for advances to any trustee or receiver of the Mortgaged Property, and (x) for any additions or improvements to the Mortgaged Property or to any buildings or other structures thereon, including fixtures, considered desirable by Mortgagee while it or any receiver or trustee is in possession thereof. Mortgagee may make and is hereby authorized to pay any payment herein, according to any bill, statement or estimate without inquiry into the accuracy of the bill, statement or estimate or into the validity thereof. Mortgagee in making any payment herein authorized, relating to any apparent or threatened adverse title, lien, statement or lien, encumbrance, mortgage, claim or charge, shall be the sole judge of the legality or validity of same.

(13) Waste. Demolition. Alteration. Replacement or Repair of Mortgaged Property. The Mortgagor shall cause the Mortgaged Property and every part thereof to be maintained, preserved, kept safe and in good repair, and in good working condition. The Mortgagor shall not commit or permit waste thereon. The Mortgagor shall not remove, demolish or alter the design or structural character of the Project or the Mortgaged Property now or hereafter erected on the Real Estate without the express prior written consent of the Mortgagee. The Mortgagor shall comply with all laws and regulations of any governmental authority with reference to the Mortgaged Property and the manner and use of the same, and shall from time to time make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be fully preserved and maintained. The Mortgagor will discharge all claims for labor performed and material furnished therefor, and will not suffer any lien of mechanics or materialmen to attach to any part of the Mortgaged Property. The Mortgagor agrees not to remove any of the fixtures or personal property included in the Project or the Mortgaged Property without the express prior written consent of the Mortgagee and unless the same is immediately replaced with like property of at least equal value and utility.

Mortgagee and other persons authorized by Mortgagee shall have access to and the right to enter and inspect the Project and the Mortgaged Property at all reasonable times, and upon reasonable notice to Mortgagor, including monthly inspections if deemed necessary by Mortgagee. In the event Mortgagee finds that Mortgagor is not maintaining the Mortgaged Property as referenced herein, Mortgagee shall notify Mortgagor in writing of the needed repairs and Mortgagor shall have ten (10) business days to make satisfactory arrangements to bring the Mortgaged Property back to good condition. If after such time, satisfactory arrangements have not been made to bring the Mortgaged Property back to good condition as determined by the sole discretion of the Mortgagee, Mortgagee shall have the right to make the repairs required at the expense of the Mortgagor as previously enunciated in this Mortgage, or shall have the right to declare the Indebtedness Secured Hereby to be at once due and payable under the terms of this Mortgage.

(14) Impairment. Mortgagor will not do, or omit to do, any act or thing which would impair the security of this Mortgage.

(15) Sale of Mortgaged Property. It shall be a default hereunder if all or any part of the Mortgaged Property (other than items of personalty which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new) shall sell, transfer, convey, mortgage, lease or assign to any party other than Mortgagor, whether by operation of law or otherwise without the prior written consent of Mortgagee which may be withheld arbitrarily in Mortgagee's sole discretion. If Mortgagee should consent to any sale or conveyance of the Mortgaged Property, which consent may be arbitrarily withheld with ~~or without~~ cause, Mortgagor will not sell all or any portion of the Mortgaged Property unless the purchaser, as a part of the consideration, shall either (a) expressly agree to assume the payment of the Indebtedness Secured Hereby or (b) expressly agree that the title and rights of such purchaser are and shall remain unconditionally subject to all of the terms of this Mortgage for the complete fulfillment of all obligations of the Mortgagor hereunder, and unless also, the deed shall expressly set forth such agreement of the purchaser. Mortgagor shall also not grant any easement whatever with respect to any of the Mortgaged Property without the joinder therein of Mortgagee, or rent or lease any of the Mortgaged Property for any purpose whatever for a period longer than one year without the prior written consent of Mortgagee, which in the Mortgagee's sole discretion can be arbitrarily withheld with or without cause. It shall also constitute a default hereunder if the majority stockholders, officers and directors sell, pledge or assign their interest in Mortgagor without the prior written consent of Mortgagee. The provisions of this Paragraph (15) shall apply to any and all sales, transfers, conveyances, exchanges, leases, assignments or other dispositions by Mortgagor, its successors and assigns, and any subsequent owners of the Mortgaged Property, or any part thereof.

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(16) Successors. If the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and to the Indebtedness Secured Hereby in the same manner as with Mortgagor without in any way vitiating or discharging Mortgagor's liability hereunder or upon the Indebtedness Secured Hereby. No sale of the Mortgaged Property, and no forbearance on the part of Mortgagee, and no extension of the time for the payment of the Indebtedness Secured Hereby, given by Mortgagee, shall operate to release, discharge, modify, change or affect the original liability of Mortgagor or the liability or any guarantors or sureties of Mortgagor, either in whole or in part.

(17) Subsequent Easements. The purchaser at any foreclosure sale hereunder may disaffirm any easement granted, or rental, lease or other contract hereafter made, without the express written consent of mortgagee or in violation of any provision of this Mortgage, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement and rental or lease contract.

(18) Subordinate Mortgages. Mortgagor shall not execute or deliver any pledge, security agreement, mortgage or deed of trust covering all or any portion of the Mortgaged Property, except as provided in paragraph 15 hereof.

(19) Payment of Prior Lien. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or encumbrance against or affecting the Mortgaged Property, such proceeds have been advanced by Mortgagee at Mortgagor's request, and Mortgagee shall be subrogated to all rights, interests and liens owned or held by any owner or holder of such outstanding liens, charges or encumbrances, irrespective of whether such liens, charges or encumbrances are released of record.

(20) Limitation on Interest. All agreements between Mortgagor and Mortgagee, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Mortgagee for the use, forbearance, or detention of the money to be loaned pursuant to the Note or otherwise or for the performance or payment of any covenant or obligation contained herein, exceed the maximum amount permissible under applicable law (state or federal). If from any circumstance whatsoever fulfillment of any provision thereof at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance Mortgagee shall ever receive anything of value as interest, or deemed interest under applicable

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law, under such Note or this Mortgage or otherwise an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Note or on account of the other Indebtedness Secured Hereby and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the Note and such other indebtedness, such excess shall be refunded to Mortgagor. All sums paid or agreed to be paid to Mortgagee for the use, forbearance, or detention of the Indebtedness Secured Hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated and/or spread throughout the full term of such indebtedness until payment in full to the end that the rate of interest on account of such indebtedness never exceeds the maximum lawful rate at any time in effect and applicable to such indebtedness. The terms and provisions of this paragraph (20) shall control and supersede every other provisions of all agreements between Mortgagor and Mortgagee.

(21) Security Agreement and Financing Statement. With respect to any portion of the Mortgaged Property which constitutes personal property or fixtures governed by the Uniform Commercial Code of the State of Alabama (hereinafter called the "Code"), this Mortgage shall constitute a security agreement between Mortgagor, as the Debtor, and Mortgagee, as the Secured Party, and the Mortgagor hereby grants to Mortgagee a security interest in such portion of the Mortgaged Property. Cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all of the rights conferred upon secured parties by the Code. Mortgagor will execute and deliver to Mortgagee all financing statements that may from time to time be required by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee, or any modification thereof, and all costs and expenses of any searches reasonably required by Mortgagee. Mortgagor hereby authorizes Mortgagee to execute and file, without Mortgagor's joinder, any and all financing statements or continuation statements necessary or desirable to perfect or maintain the validity and priority of Mortgagee's security interest. Mortgagee may exercise any or all of the remedies of a secured party available to it under the Code with respect to such property, and it is expressly agreed that if upon default Mortgagee should proceed to dispose of such property in accordance with the provisions of the Code, ten (10) business days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the Code requiring such notice; provided, however, that Mortgagee may at its option dispose of such property in accordance with Mortgagee's rights and remedies with respect to the Real Estate pursuant to the provisions of this Mortgage, in lieu of proceeding under the Code.

Mortgagor shall give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, identity or structure and will execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financing statements that Mortgagee may require to establish and

maintain the validity and priority of Mortgagee's security interest with respect to any Mortgaged Property described or referred to herein.

Some of the items of Mortgaged Property described herein are goods that are or are to become fixtures related to the Real Estate, and it is intended that, as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Property is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated above. The mailing address of the Mortgagor, as debtor, is as stated above.

The information contained in this paragraph (21) is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Alabama, for instruments to be filed as financing statements. The names of the "Debtor" and the "Secured Party," the identity or structure and residence or principal place of business of "Debtor," and the time period for which "Debtor" has been using or operating under said name and identity or structure without change, are as set forth hereinabove, and the mailing address of the "Secured Party" from which information concerning the security interest may be obtained, and the mailing address of "Debtor," are as set forth hereinbelow:

Secured Party: NationsBank of Georgia, N.A.
P.O. Box 4899
Atlanta, Georgia 30302-4899
Attention: Barbara T. Mathis

Debtor: Treetop Enterprises, Inc.
5100 Linbar Drive
Nashville, Tennessee 37211
Attention: William E. Ezell, III

The Maturity Date of the obligation secured hereby is as set forth within this Mortgage; and a statement indicating the types, or describing the items, of collateral is set forth in the within this Mortgage.

(22) Financial Statements. Mortgagor shall deliver to Mortgagee, within ninety (90) days after the close of each calendar year (or fiscal year, if other than a calendar year), a then current, certified rent roll of the tenant leases of the Mortgaged Property in form and content satisfactory to Mortgagee, then current audited annual statements, in form and content satisfactory to Mortgagee, itemizing the income and expenses of the Mortgaged Property together with audited financial

statements of Mortgagor (and each of them) all in form and detail satisfactory to Mortgagee. Credit reports on Mortgagor and on the guarantors of all or any part of the Indebtedness Secured Hereby shall be required annually during the term of the Note. The cost and expense of such reports and statements shall be borne solely and exclusively by Mortgagor. Mortgagor consents to the delivery by the Mortgagee to any purchaser or prospective purchaser of all or part of this Mortgage of (i) such information as the Mortgagee receives pursuant to the provisions of this Mortgage and (ii) such other information as the Mortgagee may have in its possession with respect to (a) the Indebtedness Secured Hereby and the documents relating thereto and (b) the Mortgaged Property. At the request of Mortgagee, Mortgagor will furnish convenient facilities for the audit and verification of any such statements and reports.

(23) Notice of Litigation. Mortgagor consents and agrees that it will give notice to the Mortgagee of any litigation which the Mortgagor, or any guarantor of the Indebtedness Secured Hereby, becomes involved in and will continue to thereafter provide to Mortgagee periodic statements of the status and progress of such litigation as may be requested by Mortgagee.

(24) Change of Zoning. Mortgagor covenants and agrees not to request or consent to any change in the present zoning of or restrictive covenants affecting the Mortgaged Property without the prior written consent of the Mortgagee.

(25) Compliance with Laws. The Mortgaged Property, and the use thereof by Mortgagor shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Mortgagor, Mortgaged Property, and its use, and Mortgagor shall pay all fees or charges of any kind in connection therewith. Mortgagor will not use or occupy or allow the use or occupancy of the Mortgaged Property in any manner which violates any applicable law, rule, regulation or order or which constitutes a public or private nuisance or which makes void, voidable or subject to cancellation any insurance then in force with respect thereto.

(26) Hold Harmless. Mortgagor will defend, at its own cost and expense, and hold Mortgagee harmless from, any proceeding or claim affecting the Mortgaged Property. All costs and expenses incurred by Mortgagor in protecting its interests hereunder, including all court costs and reasonable attorneys' fees, shall be borne by Mortgagor.

(27) Further Assurances. Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver and record such further instruments and do such further acts as may be necessary, desirable or proper to carry out the purposes of any of the Note, Mortgage, Loan Agreement and Loan Documents and to subject to

the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically but without limitation, any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Mortgaged Property.

(28) Consent. In any instance hereunder where Mortgagee's approval or consent is required or the exercise of Mortgagee's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Mortgagee and Mortgagee shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner regardless of the reasonableness of either the request or Mortgagee's judgment.

(29) No Partnership. Nothing contained herein is intended to create any partnership, joint venture or association between Mortgagor and Mortgagee, or in any way make Mortgagee a co-principal with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

(30) No Pledge or Change of Ownership Interest. The majority stockholders, officers and directors shall neither sell, pledge nor assign any of their interest in Mortgagor without the prior written consent of Mortgagee.

(31) Notices by Governmental Authority, Fire and Casualty Losses, Etc. Mortgagor shall timely comply with and promptly furnish to Mortgagee true and complete copies of any official notice or claim by any governmental authority pertaining to the Mortgaged Property. Mortgagor shall promptly notify Mortgagee of any fire or other casualty or any notice or taking of eminent domain action or proceeding affecting the Mortgaged Property.

(32) Trade Names. At the request of Mortgagee, Mortgagor shall execute a certificate in form satisfactory to Mortgagee listing the trade names under which Mortgagor intends to operate the Mortgaged Property, and representing and warranting that Mortgagor does business under no other trade names with respect to the Mortgaged Property. Mortgagor shall immediately notify Mortgagee in writing of any change in said trade names, and will, upon request of Mortgagee, execute any additional financing statements and other certificates required to reflect the change in trade names and will execute and file any assumed name certificate required by applicable laws.

(33) Recording and Filing. This Mortgage and all applicable Loan Documents and all amendments, supplements and extensions thereto and substitutions therefor shall be recorded, filed, rerecorded and refiled in such manner and in such places as Mortgagee shall reasonably request, and Mortgagor

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will pay all such recording, filing, rerecording and refiling fees, title insurance premiums, and other charges.

(34) Mineral Rights. Subject to existing rights of other parties holding mineral interests, without written consent of Mortgagee there shall be no drilling or exploring for, or extraction, removal or production of minerals from the surface or subsurface of the Mortgaged Property. The term "minerals" as used herein shall include, without limiting the generality of such term, oil, gas, casinghead gas, coal, lignite hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

(35) Defeasance. If the Mortgagor shall: (a) pay in full (i) all of the Indebtedness Secured Hereby (as defined herein), including but not limited to all sums (principal, interest and charges) payable under the Note and any and all extensions and renewals of the same; and (ii) all sums becoming due and payable by the Mortgagor under the terms of this Mortgage and Loan Agreement and Loan Documents, including but not limited to advancements made by the Mortgagee pursuant to the terms and conditions of this Mortgage; and (b) have kept and performed each and every obligation, covenant, duty, condition and agreement herein imposed on or agreed to by the Mortgagor; then this conveyance and the grants and conveyances contained herein shall become null and void, and the Mortgaged Property shall revert to the Mortgagor, and the entire estate, right, title and interest of the Mortgagee will thereupon cease; and the Mortgagee in such case shall, upon the request of the Mortgagor and at the Mortgagor's cost and expense, deliver to the Mortgagor proper instruments acknowledging satisfaction of this Mortgage; otherwise, this Mortgage shall remain in full force and effect.

(36) Events of Default. The happening of any of the following events or conditions, or the happening of any other event of default as defined elsewhere in this Mortgage (hereinafter collectively referred to as "Events of Default") shall constitute a default under this Mortgage:

(a) any representation or warranty made herein or in the Loan Documents related to any of the Indebtedness Secured Hereby shall prove to be false or misleading in any material respect; or

(b) any report, certificate, financial statement or other instrument furnished in connection with any of the Indebtedness Secured Hereby or any Loan Document shall prove to be false or misleading in any material respect; or

(c) default shall be made in the prompt payment (within any applicable grace periods) of the principal of and interest payable on the Note or any of the other Indebtedness Secured Hereby, as and when due and payable; or

(d) default shall be made with respect to any indebtedness (other than the Indebtedness Secured Hereby) of the Mortgagor when due or the performance of any other obligation incurred in connection with any indebtedness for borrowed money of the Mortgagor, if the effect of such default is to accelerate the maturity of such indebtedness or to permit the holder thereof to cause such indebtedness to become due prior to its stated maturity; or any such indebtedness shall not be paid when due; or

(e) default shall be made in the due observance or performance of any other covenant, condition or agreement on the part of the Mortgagor to be observed or performed pursuant to the terms of any Loan Document or any other event of default shall occur under this Mortgage or the Loan Agreement; or

(f) the Mortgagor or any maker, endorser, surety or guarantor of the Note (the Mortgagor and any such maker, endorser, surety or guarantor being hereinafter individually called an "Obligor") shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of any such Obligor or of any of such Obligor's properties or assets, (ii) admit in writing any such Obligor's inability to pay such Obligor's debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against such Obligor in any proceeding under the federal Bankruptcy Code, or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors, or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or file an answer admitting the material allegations of a petition filed against such Obligor in any proceeding under any such law or statute, or if corporate, partnership or other action shall be taken by any Obligor for the purpose of effecting any of the foregoing; or

(g) a petition shall be filed, without the application, approval or consent of any Obligor in any court of competent jurisdiction, seeking reorganization, rearrangement, dissolution or liquidation of such Obligor or of all or a substantial part of the properties or assets of such Obligor, or seeking any other relief under any law or statute of the type referred to in clause (v) of paragraph (f) above against such Obligor, or the appointment of a receiver, trustee or liquidator or custodian of such Obligor, or of all or a substantial part of such Obligor's properties or assets, and such petition shall not be dismissed within 30 days after the filing thereof; or

(h) final judgment for the payment of money in excess of an aggregate of \$25,000 shall be rendered against any Obligor, and the same shall remain

undischarged for a period of 30 days during which execution shall not be effectively stayed; or

(i) the interest of the Mortgagee in the Mortgaged Property shall become endangered by reason of the enforcement of any prior lien or encumbrance thereon; or

(j) default shall be made in the prompt payment of any advances for insurance, maintenance, repairs, taxes, liens, inspections, assessments or any other advances made by the Mortgagee that are called for under this Mortgage; or

(k) if title to all or any part of the Mortgaged Property (other than obsolete or worn personal property replaced by adequate substitutes equal or greater in value than the replaced items when new) shall become vested in any party other than Mortgagor, except as permitted herein, whether by operation of law or otherwise without the prior written consent of the Mortgagee, which may be withheld arbitrarily in Mortgagee's sole discretion; or

(l) if the holder of any lien or security interest on the Mortgaged Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder, or if there is any default under any such lien or security interest or the debt secured thereto; or

(m) acceptance by the Mortgagee of any payment of less than the full amount due on the Indebtedness Secured Hereby shall be deemed acceptance on account only, and the failure of the Mortgagor to pay the entire amount then due shall be and continue to constitute an Event of Default, and at any time thereafter and until the entire amount due on the Indebtedness Secured Hereby has been paid, the Mortgagee shall be entitled to exercise all rights conferred on it by the terms of this Mortgage in case of the occurrence of an Event of Default.

(n) notwithstanding any of the terms or provisions contained herein, any action by Mortgagor which would, in the opinion of Mortgagee, significantly endanger the security of the Indebtedness Secured hereby shall constitute an Event of Default under this Mortgage.

With the exception of the events described in subparagraph (c) of this paragraph 36 and any other events of monetary default, an event shall not be deemed an Event of Default until Mortgagee has given written notice of same to Mortgagor and Mortgagor has failed to cure same within ten (10) working days after the giving of said notice.

(37) Remedies of Mortgagee Upon Default.

A. Acceleration of Indebtedness. Upon occurrence of an Event of Default or at any time thereafter, the Mortgagee may at its option and without demand or notice to the Mortgagor, declare all or any part of the Indebtedness Secured Hereby immediately due and payable whereupon all such Indebtedness Secured Hereby shall forthwith become due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Mortgagor and the Mortgagee may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this Mortgage, the Note, the Loan Agreement, and any of the other Loan Documents and applicable law.

B. Operation of Property by Mortgagee. Upon the occurrence of an Event of Default, or at any time thereafter, in addition to all other rights herein conferred on the Mortgagee, the Mortgagee (or any person, firm or corporation designated by the Mortgagee) may, but shall not be obligated to, enter upon and take possession of any or all of the Mortgaged Property, exclude the Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that the Mortgagor could do so, without any liability to the Mortgagor resulting therefrom; and the Mortgagee may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of the Mortgagor with respect to the Mortgaged Property.

C. Judicial Proceedings: Right to Receiver. Upon the occurrence of an Event of Default, the Mortgagee, in lieu of or in addition to the power of sale hereinafter given, may proceed by suit to foreclose its lien on, security interest in, and assignment of, the Mortgaged Property, to sue the Mortgagor for damages on account of or arising out of said default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. The Mortgagee shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the appointment by any competent court or tribunal, without notice to the Mortgagor or any other party, of a receiver of the rents, issues and profits of the Mortgaged Property, with power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary.

D. Foreclosure Sale. Upon the occurrence of any Event of Default, or at any time thereafter, this Mortgage shall be subject to foreclosure and may be foreclosed as provided by law in case of past due mortgages, and the Mortgagee shall be authorized, at its option, whether or not possession of the Mortgaged Property is taken, after giving notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale by

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publication in some newspaper published in the county wherein the Mortgaged Property or any part thereof is located, to sell the Mortgaged Property (or such part or parts thereof as the Mortgagee may from time to time elect to sell) in front of such county's courthouse door, at public outcry, to the highest bidder for cash. The Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Mortgaged Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Mortgaged Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all the Indebtedness Secured Hereby shall have been paid in full.

E. Personal Property and Fixtures. On the happening of any Event of Default or at any time thereafter, the Mortgagee shall have and may exercise with respect to the personal property and fixtures included in the Mortgaged Property (sometimes referred to as the "Collateral") all rights, remedies and powers of a secured party under the Code with reference to the Collateral or any other items in which a security interest has been granted herein, including without limitation the right and power to sell at public or ~~private~~ sale or sales or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Code after default hereunder, without regard to preservation of the Collateral or its value and without the necessity of a court order. The Mortgagee shall have, among other rights, the right to take possession of the Collateral and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by the Mortgagee, at its option and its sole discretion, to repair, restore or otherwise prepare the Collateral for sale, lease or other use or disposition. At the Mortgagee's request, the Mortgagor shall assemble the Collateral and make the Collateral available to the Mortgagee at any place designated by the Mortgagee. To the extent permitted by law, the Mortgagor expressly waives any notice of sale or any other disposition of the Collateral and any rights or remedies of the Mortgagee with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Collateral or to the exercise of any other right or remedy of the Mortgagee existing after default. To the extent that such notice is required and cannot be waived, the Mortgagor agrees that if such

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notice is given to the Mortgagor in accordance with the provisions of Paragraph (38) below, at least five (5) business days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

The Mortgagor agrees that the Mortgagee may proceed to sell or dispose of both the real and personal property comprising the Mortgaged Property in accordance with the rights and remedies granted under this Mortgage with respect to the Real Estate covered hereby. The Mortgagor hereby grants the Mortgagee the right, at its option after default hereunder, to transfer at any time to itself or its nominee the Collateral or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as Collateral or to apply it on the Indebtedness Secured Hereby in such order and amounts and manner as the Mortgagee may elect. The Mortgagor covenants and agrees that all recitals in any instrument transferring, assigning, leasing or making other disposition of the Collateral or any part thereof shall be full proof of the matters stated therein and no other proof shall be required to establish the legal propriety of the sale or other action taken by the Mortgagee and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

F. Assignment of Leases and Rents. All of the rents, royalties, issues, profits, revenue, income and other benefits derived from the Mortgaged Property or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto (hereinafter called the "Rents and Profits") are hereby absolutely and unconditionally assigned, transferred, conveyed and set over to Mortgagee to be applied by Mortgagee in payment of all proper charges and expenses including the just and reasonable compensation for the services of Mortgagee, its attorneys, agents, and others employed by Mortgagee in connection with the operation, management and control of the Mortgaged Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Mortgagee from and against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Mortgagee hereunder. Mortgagee may, at its option, credit the remainder of the payment of the principal and interest and all other sums payable on the Note and other Indebtedness Secured Hereby. Prior to the occurrence of any default hereunder, Mortgagor shall collect and receive all Rents and Profits for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the principal and interest and all other sums payable on the Note and in payment of all other Indebtedness Secured Hereby and thereafter, so long as no default hereunder has occurred, the balance shall be distributed to the account of Mortgagor. Mortgagor will not (i) execute an assignment of any of its rights, title or interest in the Rents and Profits, or (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any lease of the Mortgaged Property or any part thereof, now or hereafter existing, having an

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unexpired term of one year or more except that any lease may be cancelled, provided that promptly after the cancellation or surrender thereof a new lease is entered into with a new lessee having a credit standing, in the judgment of Mortgagee, at least equivalent to that of the lessee whose lease was cancelled, on substantially the same terms as the terminated or cancelled lease, or (iii) modify any lease of the Mortgaged Property or any part thereof so as to shorten the unexpired term thereof or so as to decrease the amount of the rent payable thereunder, or (iv) accept prepayments of any installments of rent to become due under any of such leases in excess of one month, except prepayments in the nature of security for the performance of the lessee thereunder, or (v) in any other manner impair the value of the Mortgaged Property or the security of this Mortgage. Mortgagor will not execute any lease of all or any substantial portion of the Mortgaged Property except for actual occupancy by the lessee thereunder, and will at all times promptly and faithfully perform, or cause to be performed, each covenant, condition and agreement contained in each lease of the Mortgaged Property now or hereafter existing, on the part of lessor thereunder to be kept and performed. Mortgagor shall furnish to Mortgagee, within ten (10) business days after a request by Mortgagee to do so, a written statement containing the names of all lessees of the Mortgaged Property, the terms of their respective leases, the spaces occupied and the rentals payable thereunder.

G. Foreclosure Deeds. The Mortgagor hereby authorizes and empowers the Mortgagee or the auctioneer at any foreclosure sale held hereunder, for and in the name of the Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

H. Application of Proceeds. All payments received by the Mortgagee as proceeds of the Mortgaged Property, or any part thereof, as well as any and all amounts realized by the Mortgagee in connection with the enforcement of any right or remedy under or with respect to this Mortgage, shall be applied by the Mortgagee as follows: (i) to the payment of all necessary expenses incident to the execution of any foreclosure sale or sales or other remedies under this Mortgage, including reasonable attorneys' fees as provided herein, (ii) to the payment in full of any of the Indebtedness Secured Hereby that is then due and payable (including without limitation principal, accrued interest, advances and all other sums secured hereby) and to the payment of attorneys' fees as provided herein and in the Note, (iii) any other sums that might be due under this Mortgage, the Note, the Loan Agreement, or the Loan Documents, which have not otherwise been contemplated in (i) and (ii) above, and (iv) the remainder, if any, shall be paid to the Mortgagor or such other person or persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

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I. Multiple Sales. Upon the occurrence of any Event of Default or at any time thereafter, the Mortgagee shall have the option to proceed with foreclosure, either through the courts or by proceeding with foreclosure as provided for in this Mortgage, but without declaring the whole Indebtedness Secured Hereby due. Any such sale may be made subject to the unmatured part of the Indebtedness Secured Hereby, and such sale, if so made, shall not in any manner affect the unmatured part of the Indebtedness Secured Hereby, but as to such unmatured part of the Indebtedness Secured Hereby shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made under the provisions of this paragraph without exhausting the right of sale for any remaining part of the Indebtedness Secured Hereby whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Mortgaged Property for any matured part of the Indebtedness Secured Hereby without exhausting any power of foreclosure and the power to sell the Mortgaged Property for any other part of the Indebtedness Secured Hereby, whether matured at the time or subsequently maturing.

J. Waiver of Appraisement Laws. The Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisement before sale of any portion of the Mortgaged Property (commonly known as appraisement laws), or (ii) any extension of time for the enforcement of the collection of the Indebtedness Secured Hereby or any creation or extension of a period of redemption from any sale made in collecting the Indebtedness Secured Hereby (commonly known as stay laws and redemption laws).

K. Prerequisites of Sales. In case of any sale of the Mortgaged Property as authorized by this Paragraph (37), all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of any of the Indebtedness Secured Hereby or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

(38) Notice. Any provision for notice to Mortgagor hereunder or under the Note secured hereby shall be deemed fulfilled by written notice or demand or request personally served on one or more of the persons who shall at the time hold the record title to the Mortgaged Property, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope: (a) addressed to such person or persons, or their heirs or successors, at his, her, their or its address last known to Mortgagee to and, (b) addressed to the street address of the Premises hereby conveyed.

(39) Partial Release and Additional Security. Any part of the Mortgaged Property may be released by the Mortgagee without affecting the lien, security interest and assignment hereof against the remainder. The lien, security interest and other rights granted hereby shall not affect or be affected by any other security taken for the same indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the Indebtedness Secured Hereby or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any permitted junior lienholder; and this Mortgage, as well as any instrument given to secure any renewal or extension of the Indebtedness Secured Hereby, or any part thereof, shall be and remain a first and prior lien, except as otherwise provided herein, on all of the Mortgaged Property not expressly released until the obligations and Indebtedness Secured Hereby are completely paid, performed and discharged.

(40) Waiver. To the extent that Mortgagor may lawfully do so, Mortgagor agrees that Mortgagor shall not assert and hereby expressly waives, any right under any statute or rule of law pertaining to the marshalling of assets, valuation and appraisal, the exemption of business or residential homestead, the administration of estates of decedents, dower and courtesy, the rights and remedies of sureties or other matter whatever to defeat, reduce or affect the right of Mortgagee, under the terms of this Mortgage, to sell the Mortgaged Property for the collection of the Indebtedness Secured Hereby (without any prior or different resort for collection) or the right of Mortgagee, under the terms of this Mortgage, to the payment of such Indebtedness Secured Hereby out of the proceeds of sale of the Mortgaged Property in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted).

(41) No Waiver and Severability. No waiver of any default on the part of Mortgagor or breach of any of the provisions of this Mortgage or of any other instrument executed in connection with the Indebtedness Secured Hereby shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. If any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future laws effective while this Mortgage is in effect, the legality, validity and enforceability of the remaining provisions of this Mortgage shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Mortgage a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. If any of the liens, security interests or assignment of rents created by this Mortgage shall be invalid or unenforceable, the unsecured

portion of the Indebtedness Secured Hereby shall be completely paid prior to the payment of the remaining and secured portion of the Indebtedness Secured Hereby and all payments made on account of such indebtedness shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of such indebtedness.

(42) Remedies Cumulative. In addition to and notwithstanding and without modifying the other remedies provided herein and without limiting the rights of the Mortgagee to exercise such remedies, the Mortgagee is given the additional right to enforce the covenants, agreements, and obligations of the Mortgagor hereunder, by the securing of equitable remedies, including that of temporary and permanent injunction and specific performance, without the necessity of the Mortgagee filing any bond or other security which would otherwise be required by the statutes of the State of Alabama or the Alabama Rules of Civil Procedure, as amended, in seeking such equitable remedies, the requirement for filing of any such bond or other security being hereby expressly waived.

(43) Amendments. No amendment, modification or cancellation of this Mortgage shall be valid unless in writing and signed by the party against whom enforcement is sought.

(44) Headings. The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraph

(45) Governing Law. This Mortgage shall be governed and construed under the laws of the State of Alabama except to the extent any law, rule or regulation of the federal government of the United States of America may be applicable, in which case such federal law, rule or regulation shall control.

(46) Copies. Mortgagor acknowledges receipt of a true and correct copy of this Mortgage.

(47) Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Mortgagor" and "Mortgagee" shall include their respective heirs, personal representatives, successors and assigns. The term "Mortgagor" as used in this Mortgage refers to each of the undersigned, jointly and severally, whether one or more natural persons, partnerships, corporations, associations, trusts or other entities or organizations.

(48) WAIVER OF MORTGAGOR'S RIGHTS. BY EXECUTION OF THIS MORTGAGE AND BY INITIALING THIS PARAGRAPH, MORTGAGOR EXPRESSLY: (a) ACKNOWLEDGES THE RIGHT OF

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MORTGAGEE TO ACCELERATE THE INDEBTEDNESS EVIDENCED BY THE NOTE AND THE POWER OF ATTORNEY GIVEN HEREIN TO MORTGAGEE TO SELL MORTGAGOR'S ESTATE AND INTEREST IN AND TO THE PREMISES BY NON-JUDICIAL FORECLOSURE UPON DEFAULT BY MORTGAGOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS MORTGAGE; (b) WAIVES ANY AND ALL RIGHTS WHICH MORTGAGOR MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES (INCLUDING THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF), THE VARIOUS PROVISIONS OF THE CONSTITUTIONS FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, (1) TO NOTICE AND RIGHT TO JUDICIAL HEARING PRIOR TO EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO MORTGAGEE, EXCEPT SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE PROVIDED IN THIS MORTGAGE, AND (2) CONCERNING THE APPLICATION, RIGHTS OR BENEFITS OF ANY STATUTE OF LIMITATION OR ANY MORATORIUM, REINSTATEMENT, MARSHALING, FOREBEARANCE, APPRAISEMENT, VALUATION, STAY, EXTENSION, HOMESTEAD, EXEMPTION OR REDEMPTION LAWS; (c) ACKNOWLEDGES THAT MORTGAGOR HAS READ THIS MORTGAGE AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF THIS MORTGAGE AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO MORTGAGOR AND MORTGAGOR HAS CONSULTED WITH COUNSEL OF MORTGAGOR'S CHOICE PRIOR TO EXECUTING THIS MORTGAGE; AND (D) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF MORTGAGOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY MORTGAGOR AS PART OF A BARGAINED FOR LOAN TRANSACTION AND THAT THIS MORTGAGE IS VALID AND ENFORCEABLE BY MORTGAGEE AGAINST MORTGAGOR IN ACCORDANCE WITH ALL THE TERMS AND CONDITIONS HEREOF.

INITIALED BY MORTGAGOR:

W E

(49) No Escrow. No escrow for taxes and insurance premiums shall be required for so long as no Event of Default occurs hereunder.

(50) Environmental Covenants. Mortgagor covenants not to use or suffer the use of the Mortgaged Property or any other property or facility owned or

operated by Mortgagor, for the handling, treatment, storage or disposal of any hazardous or toxic substance as defined under any applicable state or federal law including, without limitation, Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601(14). Mortgagor further covenants not to use or suffer the use of the Mortgaged Premises or any other property or facility owned or operated by Mortgagor in any manner other than in full compliance with all applicable federal, state or local environmental laws and regulations regulating the discharge of solid, liquid or gaseous waste into the environment or the placement of structures or materials into waters of the United States.

IN WITNESS WHEREOF, the Mortgagor has duly executed this Mortgage and Security Agreement on or as of the 14th day of January, 1992.

TREETOP ENTERPRISES, INC., a
Tennessee corporation

By: _____

Its: _____

[CORPORATE SEAL]

Treetop Enterprises, Inc.

BOOK 382 PAGE 971

STATE OF Georgia)
COUNTY OF Gwinnett)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William E. Gzell, III, whose named as President of Treetop Enterprises, Inc., a Tennessee corporation, is signed to the foregoing Mortgage and Security Agreement 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

Given under my hand and official seal this 19th day of January, 1992.

Linda H. Weatherford
Notary Public

My Commission Expires: _____

[NOTARY MUST AFFIX SEAL]

Notary Public, Cobb County, Georgia.
My Commission Expires January 13, 1993

BOOK 382 PAGE 972

UNIT #78

EXHIBIT A

All that tract or parcel of land located in Tuscaloosa County, Alabama, and being more particularly described as follows:

Start at the NE corner of Lot 11 of the Martha Caroline Albright Survey, as recorded in Plat Book 6 at Page 9 in the Probate Office of Tuscaloosa County, Alabama; thence run in a Westerly direction and along the North boundary of said Lot 11 for a distance of 184.89 ft. to the point of beginning; thence continue in a Westerly direction and along the North boundary of Lot 11 for a distance of 280.44 ft. to a point, said point lying on the East boundary of the U.S. 82 By-Pass; thence with a deflection angle of 97 degrees 45 minutes to the left, run in a Southerly direction and along the East boundary of Lot 11 for a distance of 70.0 ft. to a point; thence with a deflection angle of 82 degrees 15 minutes to the left, run in an Easterly direction for a distance of 270.64 ft. to a point; thence with a deflection angle of 89 degrees, 42 minutes to the left, run in a Northerly direction for a distance of 69.36 ft. to the point of beginning.

Located at: 3421 McFarland Blvd. E. & I-59
Tuscaloosa, AL 35401

BOOK 382 PAGE 973

Unit =150'

EXHIBIT "A"

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 9, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama; thence run South 5 degrees 17 minutes 30 seconds East along the East line of said Southeast Quarter of Northeast Quarter (SE 1/4 of NE 1/4) for 504.63 feet to a point on the Southerly right of way line of U.S. Highway No. 82; thence to the right with a deflection angle of 113 degrees 18 minutes 00 seconds and run North 71 degrees 59 minutes 30 seconds West along said Southerly right of way line for 53.47 feet to a point; thence to the left with an interior angle of 90 degrees 00 minutes 00 seconds and run South 18 degrees 00 minutes 30 seconds West for 15 feet to a point; thence to the right with an interior angle of 270 degrees 00 minutes 00 seconds and run North 71 degrees 59 minutes 30 seconds West for 27.11 feet to the point of beginning; thence continuing North 71 degrees 59 minutes 30 seconds West for 75.08 feet to the Northeast corner of the Catalina Motel property; thence to the left with an interior angle of 87 degrees 23 minutes 00 seconds and run South 15 degrees 23 minutes 30 seconds West for 194.39 feet along the Easterly line of said Motel property to the Southeast corner of said property on the North line of 32nd Street; thence to the left with an interior angle of 79 degrees 35 minutes 02 seconds and run South 85 degrees 01 minutes 28 seconds East for 76.26 feet; thence to the left with an interior angle of 100 degrees 24 minutes 58 seconds and run North 15 degrees 23 minutes 30 seconds East for 177.17 feet to the point of beginning, being in the County of Tuscaloosa, State of Alabama.

SOURCE OF TITLE: Deed from Lee E. Faulkner to Treestop Enterprises, Inc. as recorded in Deed Book 817, at Page 650 in the Probate Office of Tuscaloosa County, Alabama.

Located at: U.S. 82 By-Pass W. & Alabama 69
Northport, AL 35476

UNIT #159

EXHIBIT

A

Begin at the northeast corner of the southeast quarter of the southeast quarter of Section 10, Township 10, Range 14, Butler County, Alabama; run then North 88 degrees 13 minutes West 1,285.0 feet to a concrete marker, said marker being the point of beginning of the herein described real property; run thence South 01 degrees 47 minutes west 90.0 feet to a concrete marker; thence north 88 degrees 13 minutes west 178.7 feet to a concrete marker on the east right of way line of Alabama Highway Number 185; run thence north 11 degrees 24 minutes west along said right of way 92.4 feet to an iron pin; thence south 88 degrees 13 minutes east 200.0 feet to the point of beginning; situated, lying and being in the south one-half of the southeast quarter of Section 10, Township 10, Range 14, Greenville, Butler County, Alabama, and containing 17,041.5 feet, more or less.

Located at:

I-65 & Alabama Hwy. 185
Greenville, AL 36037

Unit #346

EXHIBIT "A"

All that tract or parcel of land lying and being in the South 99.03 feet of Lot 10, Block A, of Nickerson's Addition to Alabaster, as recorded in Map Book 3, Page 61, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Beginning at the Southwest corner of said Lot 10; thence, running North 3 degrees 56 minutes West along the West line of said lot for 99.03 feet; thence 91 degrees 41 minutes right (recorded 92 degrees 0 minutes) and running North 87 degrees 45 minutes East and parallel with the South line of said lot for 145.0 feet to a point on the East line of said Lot 10; thence 88 degrees 19 minutes right (recorded 88 degrees 0 minutes) and running South 3 degrees 56 minutes East along the East line of said Lot 10 for 99.03 feet to the Southeast corner of said Lot 10; thence 91 degrees 42 minutes right (recorded 92 degrees 0 minutes) and running South 87 degrees 45 minutes West along the South line of said Lot 10 for 145.0 feet to the point of beginning. Situated in the Town of Alabaster, Shelby County, Alabama.

Located at: I-65 & U.S. 31
Alabaster, AL 35007

BOOK 382 PAGE 976

Unit# 456

EXHIBIT "A"

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 4, Township 11 South, Range 3 West; thence North $2^{\circ}42'$ West a distance of 394.7 feet to a point; thence North $71^{\circ}45'$ West a distance of 736.4 feet to the right-of-way line of Alabama Highway No. 69; thence North $30^{\circ}58'$ East along said right-of-way a distance of 100 feet to the Point of Beginning of the herein described parcel; thence North $30^{\circ}58'$ East along said right-of-way 75.35 feet to an Iron Pin; thence North $58^{\circ}58'$ West a distance of 40 feet to an Iron Pin; thence North $32^{\circ}54'$ East run the arc of a 2° curve having a chord distance of 20 feet to an Iron Pin; thence South $67^{\circ}06'$ East a distance of 200 feet to an Iron Pin; thence South $30^{\circ}58'$ West a distance of 95 feet to an Iron Pin; thence North $69^{\circ}10'$ West a distance of 162.8 feet to the true point of beginning. Situated, lying and being in Cullman County, State of Alabama.

An easement for sewer purposes more particularly described as follows:

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 4, Township 11 South, Range 3 West; thence North $2^{\circ}42'$ West a distance of 394.7 feet to a point; thence North $71^{\circ}45'$ West a distance of 736.4 feet to the right-of-way line of Alabama Highway No. 69; thence North $30^{\circ}58'$ East along said right-of-way a distance of 100 feet; thence North $30^{\circ}58'$ East along said right-of-way 75.35 feet to an Iron Pin; thence North $58^{\circ}58'$ West a distance of 40 feet to an Iron Pin; thence North $32^{\circ}54'$ East run the arc of a 2° curve having a chord distance of 20 feet to an Iron Pin; thence South $67^{\circ}06'$ East a distance of 200 feet to an Iron Pin; thence South $30^{\circ}58'$ West a distance of 10 feet to the beginning and center line of a 10 foot wide easement being 5 feet each side of the following described center line; South $55^{\circ}02'$ East 400.63 feet to the center of an existing drainage ditch. Situated, lying and being in Cullman County, State of Alabama.

Located at: Alabama 69 & I-65
Cullman, AL 35055

EXHIBIT "A"

To reach the point of beginning from the intersection of the East side of Ann Street and the North side of Third Street in the City of Montgomery, Alabama, run North 2 degrees 15 minutes West along the East side of Ann Street 230.0 feet; thence North 87 degrees 43 minutes East 266.8 feet to the point of beginning; thence from the point of beginning run South 87 degrees 43 minutes West along the North side of Zelda Road 103.73 feet to the beginning of a curve to the right having a central angle of 65 degrees 22 minutes 20 seconds and a radius of 146.0 feet; thence Northwesterly along said curve to a point on the South property line of the Gulf Oil Company station, one chord being North 59 degrees 35 minutes 49 seconds West 157.20 feet; thence North 5 degrees 59 minutes East 1.75 feet; thence North 87 degrees 36 minutes East along said property 200.0 feet; thence North 87 degrees 43 minutes East 37.45 feet to the property of the Econo Lodge; thence South 1 degree 27 minutes 47 seconds East along said property 87.3 feet to the point of beginning, the said land being Lot B according to the Plat No. 4 of Southwest Part of Lot 41, Primrose Heights, as recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 28, at Page 113, and additional property East and South thereof, and being in the Southwest Quarter of Section 16, Township 16 North, Range 18 East, Montgomery City and County, Alabama, and containing 17,475.969 square feet, or 0.401 acres, more or less.

Said Parcel also being described as Lot BB, according to the Replat of Plat No. 4 of southwest part of Lot 41, Primrose Heights and the Southwest corner of Lot A of Matador Plat No. 1, and additional property Southwest thereof in Southwest Quarter of Section 16, Township 16 North, Range 18 East, as said Replat appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 33, at Page 127.

TOGETHER with a non-exclusive easement for ingress, egress and parking across the following described property:

Commence at the intersection of the Southwest corner of Lot A, according to the Plat of Matador Plat No. 1, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 24, at Page 139, and Zelda Road; thence North 02 degrees 17 minutes West 87.3 feet; thence North 05 degrees 59 minutes East 200.00 feet; thence continue North 05 degrees 59 minutes East to the Northern boundary of said Lot A; thence run Easterly along the Northern boundary of said Lot A a distance of 70 feet; thence turn an run South to Zelda Road; thence run West along the North right-of-way of Zelda Road to the point of beginning.

Less and except therefrom the following described property:

To reach the point of beginning from the intersection of the East side of Ann Street and the North side of Third Street in the City of Montgomery, Alabama, run North 02 degrees 15 minutes West along the East side of Ann Street 230.0 feet; thence North 87 degrees 43 minutes East 230.6 feet to the point of beginning; thence from the point of beginning run North 02 degrees 17 minutes West 87.3 feet; thence North 87 degrees 43 minutes East 37.45 feet; thence South 01 degree 27 minutes 47 seconds East 87.3 feet to the North side of Zelda Road; thence South 87 degrees 43 minutes West along Zelda Road 36.2 feet to the point of beginning, the said land being in part of Lot 41, according to the Plat of Primrose Heights as recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 4, at Page 58, and being in the Southwest Quarter of Section 16, Township 16 North, Range 18 East, Montgomery City and County, Alabama.

TOGETHER with an easement for sign across the following described property:

Beginning at the Southeast corner of Lot A, according to the Replat of the Northwest corner of Lot 41 of Primrose Heights as recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 24, at Page 114, and running thence North 05 degrees 59 minutes East along said Lot A, 200.0 feet; thence North 87 degrees 43 minutes East 15.16 feet; thence South 05 degrees 59 minutes West 200.0 feet; thence South 87 degrees 43 minutes West 15.16 feet to the point of beginning, the said land being in the Southwest Quarter of Section 16, Township 16 North, Range 18 East, Montgomery County, Alabama, and containing 3000.0 square feet, or 0.069 acres, more or less.

Located at: 2615 Zelda Road
Montgomery, AL 36107

Unit 576

EXHIBIT "A"

Lot A-2, according to the Map of the Replat of Fifth Quarter Plat No. 1, as said replat is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 33, Page 142.

Located at: 5180 Carmichael Road
Montgomery, AL 36106

BOOK 382 PAGE 979

EXHIBIT "A"

Lot 2, according to the plat of Bill G. King Subdivision, Madison Alabama, as recorded in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 15, page 79, which is also described as follows:

BOOK 382 PAGE 980
All that part of the Southeast quarter of Section 20, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama, more particularly described as beginning at an iron stake on the southerly right of way for Alabama Highway 20, said point of true beginning is further described as being West 40.00 feet; South 05 degrees 53 minutes West, 222.36 feet; South 63 degrees 18 minutes West 657.98 feet; and South 26 degrees 42 minutes East, 175.00 feet from the center of the East boundary of Section 20, Township Madison South, Range 2 West; thence from the point of true beginning, North 63 degrees 18 minutes East, along the southerly margin of Alabama Highway 20, 80.00 feet to a point; thence South 26 degrees 42 minutes East, 150.00 feet to a point; thence South 63 degrees 18 minutes West, 80.00 feet to an iron stake; thence North 26 degrees 42 minutes West, 150.00 feet to the point of true beginning.

ALSO, a perpetual, non-exclusive easement for ingress, egress and parking on the east 40 feet of Lot 1, according to the plat of Bill G. King Subdivision, Madison, Alabama, as recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 15, Page 79, by a deed recorded in Deed Book 666, Page 1156, Bill G. King as Grantor granted to Treetop Enterprises, Inc., as Grantee, the right to construct and maintain, at Grantee's expense a 25-foot wide driveway connecting Grantor's and Grantee's parking lots, in a location mutually acceptable to both parties.

Located at: 8979 Highway 20, West
Madison, AL 35758

UNIT #664

EXHIBIT A

Lot 1, according to the Survey of Vestavia Waffle House, as recorded in Map Book 155, Page 28, in the Probate Office of Jefferson County, Alabama.

Located at: 3023 Columbiana Road
Vestavia Hills, AL 35216

BOOK 382 PAGE 981

EXHIBIT "A"

Part of the SE 1/4, Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:
Commence at the Southwest corner of said 1/4 Section; thence run East along the South line of same for 1,826.71 feet; thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 degrees 16 minutes 39 seconds right and run Northwesterly for 152.01 feet; thence 90 degrees left and run Northwesterly for 349.62 feet; thence 90 degrees left and run Southwesterly for 160.00 feet; thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 degrees 18 minutes 39 seconds right and run Northwesterly along said right of way line for 253.07 feet; thence 14 degrees 02 minutes 10 seconds right and continue Northwesterly for 9.51 feet to a point on the Northerly right of way line of a County Road; thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 degrees 00 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 degrees left and run Northwesterly for 575.98 feet to a point on the Westerly right of way line of I-65 service drive; thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 142.98 feet; thence 22 degrees 07 minutes 10 seconds right and run Southeasterly along said right of way line for 23.50 feet to the point of beginning; thence continue Southeasterly along said right of way line for 163.81 feet to a point on the approximate floodway line of Bishop Creek; thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 178.84 feet; thence 56 degrees 54 minutes 47 seconds right and run Northwesterly for 95.24 feet; thence 100 degrees 30 minutes 00 seconds right and run Northwesterly for 205.16 feet to the point of beginning.

Also, all that tract or parcel lying and being in Shelby County, in the City of Prichard, Alabama, and being more particularly described as follows:
Beginning at the Northeastly property corner at the right of way of Oak Mountain Park Circle of the Thriftlodge Motel site; thence run South 54 degrees 57 minutes 3 seconds West a distance of 22.0 feet to a point, the TRUE POINT OF BEGINNING; thence run South 33 degrees 2 minutes 57 seconds East, a distance of 75.60 feet to a point; thence run South 53 degrees 45 minutes 49 seconds East, a distance of 74.46 feet to a point; thence run South 78 degrees 31 minutes 1 second East, a distance of 60.70 feet to a point; thence run South 6 degrees 33 minutes 4 seconds East, a distance of 22.07 feet to a point; thence run North 78 degrees 31 minutes 1 second West, a distance of 68.67 feet to a point; thence run North 53 degrees 45 minutes 49 seconds West, a distance of 90.41 feet to a point; thence run North 33 degrees 2 minutes 57 seconds West, a distance of 79.62 feet to a point; thence run North 54 degrees 57 minutes 3 seconds East a distance of 22.0 feet to a point; the TERMINUS POINT of this description.

LESS AND EXCEPT that portion of caption lands conveyed to Forte Hotels International, Inc., by deed recorded in Real Record 283, Page 519, more particularly described as follows:
Part of SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:
Commence at the southwest corner of said 1/4 Section; thence run East along the South line of same for 1,826.71 feet; thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 degrees 16 minutes 39 seconds right and run Northwesterly for 152.01 feet; thence 90 degrees 0 minutes left and run Northwesterly for 349.02 feet; thence 90 degrees 0 minutes left and run Southwesterly for 160.0 feet; thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 degrees 18 minutes 39 seconds right and run Northwesterly along said right of way line for 253.07 feet; thence 14 degrees 02 minutes 10 seconds right and continue Northwesterly for 9.51 feet to a point on the Southerly right of way line of a County Road; thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 degrees 0 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 degrees 0 minutes left and run Northwesterly for 575.98 feet to a point on the Westerly right of way line of I-65 service drive; thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 142.98 feet; thence 22 degrees 7 minutes 10 seconds right and run Southeasterly along said right of way line for 167.31 feet to a point on the approximate floodway line of Bishop Creek; thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 144.84 feet to the point of beginning; thence continue Northwesterly along the same line for 34.0 feet; thence 56 degrees 54 minutes 47 seconds right and run Northwesterly for 95.24 feet; thence 100 degrees 30 minutes 0 seconds right and run Northwesterly for 78.50 feet; thence 105 degrees 34 minutes 45 seconds right and run Southerly for 110.75 feet to the point of beginning; being situated in Shelby County, Alabama.

Located at: 1020 Oak Mountain Park Road
Helena, AL 35080

Unit # 756

EXHIBIT "A"

PARCEL 1:

Commence at the SW Corner of the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West; thence run Northerly along 1/4 line for a distance of 181.82 feet to the Northerly Right of Way of Valley Road; thence right 53° 48' and run Northeasterly along said Right of Way for a distance of 253.21 feet for Point of Beginning; thence continue along last described course for a distance of 238.42 feet; thence left 137° 20' 40" and run Northwesterly for a distance of 20.47 feet to a Point of a Curve having a radius of 1382.08 feet and a delta angle of 3° 43' 55"; thence along said curve an arc distance of 90.02 feet to a monument; thence left 31° 26' 20" and run Southwesterly for a distance of 162.84 feet; thence left 101° 17" and run Southwesterly for a distance of 94.09 feet to Point of Beginning.

Two Parcels situated in the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West, situated in Jefferson County, Alabama, being more particularly described as follows, and set out for informational purposes only. Both parcels are contained in Parcel 1 described above.

PARCEL A:

Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West, Jefferson County, Alabama, and run North along the West line thereof for 169.53 feet; thence 53° 44' 26" right for 260.98 feet; thence 89° 05' left for 102.35 feet to the Southeasterly right of way line of Interstate Highway #59; thence 96° 38' right and run along said right of way for 113.72 feet; thence 118° 38' 18" right for 108.35 feet; thence 53° 48' 42" right for 50.0 feet to the point of beginning.

PARCEL B:

Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West, Jefferson County, Alabama; thence run North along the West line of said 1/4-1/4 section a distance of 181.82 feet; thence turn right 53° 48' and run Northeasterly a distance of 311.13 feet to the point of beginning; thence continue along the last described course a distance of 180.50 feet to the Southerly right-of-way line of a public road; thence turn left 137° 20' 40" and run Westerly along said right-of-way line a distance of 20.47 feet to a point of curve, said curve being to the left, having a radius of 1382.08 feet and an interior angle of 3° 43' 55"; thence continue westerly along said right-of-way line an arc distance of 90.02 feet; thence from the tangent of the last described course turn left 31° 26' 20" and run Southwesterly a distance of 40.59 feet; thence turn left 61° 17' and run Southerly a distance of 96.60 feet to the point of beginning.

Located at: 1128 Chalkville Road
Trussville, AL 35173

Unit 78

EXHIBIT "B"

1. All taxes subsequent to the year 1991.
2. Right-of-way to Alabama Power Company as recorded in Deed Book 415, Page 461; Deed Book 492, Page 99; and Deed Book 522, Page 193, Probate Office of Tuscaloosa County, Alabama.

BOOK 382 PAGE 984

Unit 150

EXHIBIT "B"

1. All taxes subsequent to the year 1991.
2. Restrictive covenants reserved in instrument appearing of record in Deed Book 623, Page 240, Probate Office of Tuscaloosa County, Alabama.
3. Right-of-way to Alabama Power Company as recorded in Deed Book 191, Page 199; Deed Book 206, Page 433; Deed Book 378, Page 157; and Deed Book 383, Page 5, aforesaid records.

BOOK 382 PAGE 985

Unit 346

EXHIBIT "B"

1. Taxes subsequent to the year 1991.
2. Transmission line permits to Alabama Power Company as recorded in Deed Book 130, Page 140; Deed Book 134, Page 34, Deed Book 168, Page 442; and Deed Book 180, Page 32 Probate Office of Shelby County, Alabama.
3. Right-of-way easement to Town of Alabaster recorded in Deed Book 234, Page 823, aforesaid records.

BOOK 382 PAGE 986

Unit 456

EXHIBIT "B"

1. General and special taxes subsequent to the year 1991.
2. Right-of-way deed to State of Alabama dated February 19, 1958, recorded in Deed Book 204, Page 517, Probate Office of Cullman County, Alabama.

BOOK 382 PAGE 987

Unit 563

EXHIBIT 'B'

1. All taxes subsequent to the year 1991.
2. Restrictions and other matters set forth in Deed dated May 29, 1985, recorded in Real Property Book 726, Page 305, Probate Office of Montgomery County, Alabama.
3. Restrictions and other matters set forth in Easement for sign dated May 29, 1985, recorded in Real Property Book 726, Page 314, aforesaid records.
4. Restrictions and other matters set forth in ingress, egress, and parking easement dated May 29, 1985, recorded in Real Property Book 726, Page 311, aforesaid records.
5. Lease for Billboard recorded in Real Property Book 730, Page 813, aforesaid records.
6. Mortgage from Montgomery Motel Association to Heritage Savings and Loan Association, dated April 17, 1985, recorded in Real Property Book 718, Page 564, aforesaid records; and Assignment of Leases, Rents and Profits dated April 17, 1985, recorded in Real Property Book 718, Page 587, aforesaid records. (affects easement area only)

BOOK 382 PAGE 988

Unit 576

EXHIBIT "B"

1. All taxes subsequent to the year 1991.
2. Easement over northerly ten feet of subject property as reserved in Deed recorded Real Property Book 650, Page 120, and on plat recorded in Plat Book 33, Page 142, Probate Office of Montgomery County, Alabama.
3. Matter set forth in the recorded plat of subdivision in Plat Book 32, Page 81; and in Plat Book 33, Page 142, aforesaid records.
4. Restrictions contained in Option and Lease between Marshall Lumber and Mill Co., Inc., Lessor, and Humble Oil and Refining Company, Lessee, dated May 7, 1971, recorded in Real Property Book 142, Page 143, aforesaid records.

BOOK 382 PAGE 989

Unit 581

EXHIBIT "B"

1. Ad valorem taxes subsequent to the year 1991.
2. Fifty-five foot minimum building set back line along Highway 20.
3. Ten Foot utility and drainage easement around the periphery of the lot.

BOOK 382 PAGE 990

Unit 735

EXHIBIT "B"

1. Taxes for the year 1992 and subsequent years.
2. Transmission Line Permits to Alabama Power Company as recorded in Deed Book 145, Page 378, Probate Office of Shelby County, Alabama.
3. Dumpster Easement Agreement as recorded in Real Record 283, Page 523, aforesaid records.
4. Easement Agreement as recorded in Real Record 283, Page 527, aforesaid records.
5. Restrictive Covenants as recorded in Real Record 271, Page 450, aforesaid records.
6. Sign Easement as recorded in Real Record 283, Page 525, aforesaid records.
7. Sanitary sewer line easement as reserved in Real Record 271, Page 450, aforesaid records.
8. Limitation of access and abutter rights as conveyed to the State of Alabama in Deed Book 302, Page 370 and in Deed Book 302, Page 13, aforesaid records.

BOOK 382 PAGE 991

Unit 756

EXHIBIT "B"

1. Taxes subsequent to the year 1991.
2. Title to that portion of the property within the bounds of Valley Road as shown on survey of Douglas Engineering dated March 30, 1990.
3. Taco Bell Easement and sign as shown on survey of Douglas Engineering dated March 30, 1990.
4. Right-of-way granted Alabama Power Company recorded in Volume 5081, Page 247; Volume 3086, Page 348; Volume 3151, Page 27; Volume 6006, Page 265; and Real Volume 261, Page 921, Probate Office of Jefferson County, Alabama, and as shown on survey of Douglas Engineering dated March 30, 1990.
5. Title to all minerals within and underlying subject property, together with all mining rights and other rights, privileges and immunities related thereto as recorded in Real Volume 3415, Page 277, aforesaid records.

NO TAX COLLECTED

1. Deed Tax	\$	
2. Mtg. Tax	\$	120.00
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	7.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	
Total	\$	125.00

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

92 JAN 14 PM 2:41
TAX & IN MONTGOMERY CO.
JUDGE OF PROBATE

BOOK 382 PAGE 992

