

**THIS MORTGAGE
SECURES FUTURE
ADVANCES**

State of Alabama)

Shelby County)

**MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES**

THIS INSTRUMENT (hereinafter, with all amendments thereto, being referred to as "this Mortgage"), made and entered into on February 8, 1993 between Reamer Development Corporation (the "Mortgagor"), whose address is Post Office Box 36849, Birmingham, Alabama 35236, and National Bank of Commerce of Birmingham, a national banking association (the "Lender"), whose address is 1927 First Avenue North, Birmingham, Alabama 35202.

Recitals

A. The Mortgagor is or hereinafter shall be justly indebted to a Lender in a principal amount not to exceed \$781,000, as evidenced by a certain promissory note of the Mortgagor to the Lender in said amount dated of even date herewith, payable in accordance with its terms and having a final maturity date of January 15, 1996 (the "Note").

B. The Mortgagor, in order to secure the Note, and in order to induce the Lender to extend credit to Mortgagor on the strength of the security provided by this Mortgage, has agreed to execute and deliver this Mortgage and convey the property described herein to the Lender as hereinafter set forth.

Agreement

NOW, THEREFORE, in consideration of the premises and in order to induce the Lender to extend credit to the Mortgagor, the Mortgagor hereby agrees with the Lender as follows:

I. LIABILITIES, GRANTING CLAUSES, ASSIGNMENTS, ETC.

SECTION 1.01 Liabilities

This Mortgage is given to secure and shall secure the following (hereinafter sometimes referred to collectively as the "Liabilities"): # 1993-03818

(a) the payment of any and all sums, principal, interest and agreed charges, becoming due and payable by the Mortgagor under or with respect to the Note (including future advances under the Note); and

(b) the payment of any and all sums now or hereafter becoming due and payable by the Mortgagor to the Lender under the terms of this Mortgage, including but not limited to advances made by the Lender pursuant to the terms and conditions of this Mortgage; and

(c) the payment of all renewals and extensions of any or all of the obligations of the Mortgagor described in (a) and (b) above, whether or not any renewal or extension agreement is executed in connection therewith; and

(d) the full and complete performance of each and every obligation, covenant, duty and agreement of the Mortgagor contained in this Mortgage.

SECTION 1.02 Granting Clauses

As security for the Liabilities, the Mortgagor does hereby grant, bargain, sell, assign and convey to the Lender, its successors and assigns, the property and interests in property described in the following Granting Clauses (a) through (h), both inclusive, and does hereby grant to the Lender, its successors and assigns, a security interest in said property and interests in property:

(a) The real estate and premises described on Exhibit A attached hereto (the "Real Estate"), together with all improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements"), which Real Estate is located in Shelby County, Alabama.

(b) All minerals, oil, gas and other hydrocarbon substances, development rights, air rights, water, water rights, water stock, permits, licenses, rights-of-way, contracts, privileges, immunities, estates, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to, or affecting, the Real Estate or the Improvements, including without limitation all rights of the Mortgagor in and to any streets, roads and public places, easements and rights of way.

(c) (i) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Mortgagor is the lessor or sublessor, including but not limited to the existing leases, if any, described on Exhibit B attached hereto and made a part hereof (the "Existing Leases"), any and all extensions and renewals of said leases, subleases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including but not limited to the Existing Leases) being hereinafter collectively referred to as the "Leases";

(ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or the Improvements, or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents, but no Rents shall be collected in advance of the due date thereof; and

(iv) any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Mortgagor hereby appoints the Lender as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

(d) All equipment, tools, apparatus, fittings and other personal property and fixtures, both tangible and intangible (including replacements, substitutions and after-acquired property), of every kind or character now owned or hereafter acquired by the Mortgagor for the purpose of, or used or useful in connection with, the Real Estate or the Improvements, wherever the same may be located, including, without limitation, all engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, facilities used to provide utility services (including sewer or septic facilities), refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal, recreation or other services to the Real Estate or the Improvements, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, laundry equipment and appliances, other appliances, carpets, rugs, floor coverings, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, recreation facilities (such as tennis courts, golf courses and swimming pools) and all other building materials, equipment, fixtures and amenities of every kind and character used or useful in connection with the Real Estate or any of the Improvements.

(e) All proceeds and claims arising on account of any damage to or taking of the Real Estate or any of the Improvements, or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Real Estate or any of the Improvements.

(f) All general intangibles relating to the development or use of the Real Estate or any of the Improvements, or the management and operation of any business thereon, including but not limited to all governmental permits relating to the operation of the Real Estate or any of the Improvements, all names under or by which the Real Estate or any of the Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Real Estate and any of the Improvements.

(g) All leasing, management and other contracts and agreements related to the use and operation of the Real Estate or any of the Improvements, or any part thereof.

(h) All proceeds (including insurance proceeds) of the foregoing, or of any part thereof, and any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to Lender, or in which the Lender is granted a security interest, as and for additional security hereunder by the Mortgagor, or by anyone on behalf of, or with the written consent of, the Mortgagor.

(All of the property described in the foregoing Granting Clauses (a) through (h), both inclusive, of this Section 1.02 is herein sometimes collectively referred to as the "Property". The personal property described in Granting Clause (d) of this Section 1.02 and all other personal property covered by this Mortgage is herein sometimes collectively called the "Personal Property".)

SUBJECT, HOWEVER, to the liens, easements, rights-of-way and other encumbrances, if any, described on Exhibit C hereto ("Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all the rights, privileges and appurtenances thereunto belonging, unto the Lender, its successors and assigns, forever.

SECTION 1.03 Assignment of Insurance Policies, etc.

As further security for the Liabilities, the Mortgagor hereby assigns and pledges to the Lender each and every policy of insurance now or hereafter in effect which insures the Property, or any part thereof (including without limitation the Personal Property, the Improvements, or any part thereof), to receive the proceeds and returned premiums of such insurance.

SECTION 1.04 Assignment of Condemnation Awards

As further security for the Liabilities, the Mortgagor hereby assigns to the Lender any and all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Mortgagor with respect to the Property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade or of any street or (c) any other injury to or decrease in value of the Property. Subject to the rights of the holders of any prior mortgages, all such damages, condemnation proceeds and consideration shall be paid

directly to the Lender, and after first applying said sums to the payment of all costs and expenses (including reasonable attorneys' fees) incurred by the Lender in obtaining such sums, the Lender may, at its option, apply the balance on the Liabilities in any order and amount and whether or not then due, or hold such balance as a cash collateral reserve against the Liabilities, or apply such balance to the restoration of the Property, or remit the balance to the Mortgagor. No such application, holding in reserve or remittance shall cure or waive any default of the Mortgagor.

II. REPRESENTATIONS AND WARRANTIES

The Mortgagor represents and warrants that:

SECTION 2.01 Valid Title, etc.

(a) The Mortgagor is lawfully seized in fee simple of the Real Estate and is the lawful and absolute owner of the Personal Property, Improvements and other Property and has a good right to grant, bargain, sell, assign and convey the Property to the Lender as aforesaid;

(b) the Property is free of all mortgages, pledges, encumbrances, charges, security interests, assignments or other preferential arrangements of any nature ("Liens") other than Permitted Encumbrances; and

(c) the Mortgagor will forever warrant and defend the title to the Property unto the Lender, its successors and assigns, against the claims of all persons whomsoever, except those claiming under Permitted Encumbrances, whether such claims are lawful or unlawful.

SECTION 2.02 Rents and Leases

Except for any Permitted Encumbrances:

(a) The Mortgagor has good title to the Rents and Leases hereby assigned and good right to assign the same, and no other person, corporation or entity has any right, title or interest therein.

(b) The Mortgagor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the Existing Leases on the Mortgagor's part to be kept, observed and performed.

(c) Except as set forth in Exhibit C, the Mortgagor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due.

(d) No Rents due for any period subsequent to the month next succeeding the date of this Mortgage have been collected, and no payment of any of the Rents has otherwise been anticipated, waived, released, discounted, set-off or otherwise discharged or compromised.

(e) The Mortgagor has not received any funds or deposits from any lessee in excess of one month's rent for which credit has not already been made on account of accrued rents.

(f) To the best of the Mortgagor's knowledge, the lessees under the Existing Leases are not in default under any of the terms thereof.

SECTION 2.03 Environmental Compliance

(a) Neither the Property nor any other real property now or previously owned by the Mortgagor is or has been in violation of any applicable Environmental Law;

(b) the Property and all real property now or previously owned by the Mortgagor are free of Hazardous Substances; and

(c) there are no pending investigations, claims or threats of claims with respect to the Property or any other real property now or previously owned by the Mortgagor by any governmental authority or other person relating to any Environmental Law.

As used in this Mortgage, "Hazardous Substances" shall mean and include all pollutants, contaminants, toxic or hazardous wastes, and other substances (including without limitation asbestos and urea formaldehyde foam insulation), the removal of which is required or the manufacture, use, maintenance or handling of which is regulated, restricted, prohibited or penalized by any Environmental Law, or even though not so regulated, restricted, prohibited or penalized, might pose a hazard to the health and safety of the occupants of the property on which it is located or the occupants of the property adjacent thereto. "Environmental Law" shall mean and include any federal, state or local law or ordinance relating to pollution or protection of the environment, including any relating to Hazardous Substances, and any and all regulations, codes, plans, orders, decrees, judgments, injunctions, notices and demand letters issued, entered, promulgated or approved thereunder.

SECTION 2.04 Governmental Compliance

(a) The Property, the Improvements and the use and operation thereof comply with all applicable laws, ordinances, regulations, rules, covenants, conditions, restrictions, licenses and permits; and

(b) no Lien exists on the Property, or any part thereof, in favor of any governmental authority or other person or organization under any federal, state or local law, ordinance, regulation or rule that might have priority over this Mortgage.

III. COVENANTS AND AGREEMENTS OF MORTGAGOR

The Mortgagor covenants and agrees that, until the Liabilities are paid in full and this Mortgage is satisfied in writing by the Lender:

SECTION 3.01 Payment of Taxes and Other Assessments

The Mortgagor will pay when due all taxes, assessments and other governmental, municipal or other public dues, charges, fines or impositions imposed or levied upon the Property or on the interests created by this Mortgage or with respect to the filing of this Mortgage, and any tax or excise on rents or other tax, however described, assessed or levied by any state, federal or local taxing authority as a substitute, in whole or in part, for taxes assessed or imposed on the Property or on the lien and other interests created by this Mortgage, and at least ten days before said taxes, assessments and other governmental charges are due the Mortgagor will deliver receipts therefor to the Lender, or, in the case of mortgage filing privilege taxes, pay to the Lender an amount equal to such taxes. The Mortgagor may, at the Mortgagor's own expense, in good faith contest any such taxes, assessments and other governmental charges and, in the event of any such contest, may permit the taxes, assessments or other governmental charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of such contested items shall be effectively stayed. If any tax or assessment (other than state and federal income taxes) is levied, assessed or imposed by any governmental authority on the Lender as a legal holder of the Note, any interest in this Mortgage or any of the other Loan Documents (as hereinafter defined), then unless all such taxes and assessments are paid by the Mortgagor as they become due and payable, but in any case before they become delinquent (and in the opinion of counsel for the Lender, such payment by the Mortgagor is lawful and does not place the Lender in violation of any law), the Lender may, at its option, declare an Event of Default under this Mortgage.

SECTION 3.02 Insurance

(a) The Mortgagor shall keep or cause to be kept the Property insured against loss or damage by flood (if the Property is located in a flood-prone area) fire, windstorm, extended coverage perils, vandalism, malicious mischief and such other hazards, casualties or other contingencies as from time to time may be required by the Lender in such manner and in such companies and amounts as the Lender may approve. All such policies shall name the Lender as a named insured and provide that any losses payable thereunder shall (pursuant to loss payable clauses, in form and content acceptable to the Lender, to be attached to each policy) be payable to the Lender, subject to the rights of the holders of any prior mortgages, and provide that the insurance provided thereby, as to the interest of the Lender, 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 proceedings 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. The Mortgagor shall cause duplicate originals of any

and all such insurance policies to be deposited with the Lender. At least ten days prior to the date the premiums on each such policy or policies shall become due and payable, the Mortgagor shall furnish to the Lender 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 Lender) to give the Lender at least thirty 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.

(b) With respect to all such insurance policies, subject to the rights of the holders of any prior mortgages, the Lender 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 Liabilities, in any order and amount, and whether or not due, or hold such proceeds as a cash collateral reserve against the Liabilities or apply such proceeds to the restoration of the 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 case of a sale pursuant to the foreclosure provisions hereof, or any conveyance of all or any part of the Property in extinguishment of the Liabilities, complete title to all insurance policies held by the Lender and the unearned premiums with respect thereto shall pass to and vest in the purchaser or grantee of the Property.

SECTION 3.03 Utilities; Waste, Demolition, Alteration or Replacement

The Mortgagor shall pay or cause to be paid all bills for utilities and other materials and services used on or in connection with the Property. The Mortgagor shall cause the Property and every part thereof to be maintained, preserved and kept in safe and good repair, working order and condition, shall not commit or permit waste thereon, shall not remove, demolish or alter the design or structural character of any building now or hereafter erected on the Real Estate without the express prior written consent of the Lender, 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 agrees not to remove any of the fixtures or Personal Property included in the Property without the express prior written consent of the Lender and unless the same is immediately replaced with like property of at least equal value and utility.

SECTION 3.04 Rents and Leases

The Mortgagor shall:

(a) observe, perform and discharge all obligations, covenants and warranties provided for under the terms of the Leases to be kept, observed and performed by the Mortgagor, and shall give prompt notice to the Lender in the event the Mortgagor fails to observe, perform and discharge the same;

(b) enforce or secure in the name of the Lender the performance of each and every obligation, term, covenant, condition and agreement to be performed by any lessee under the terms of the Leases;

(c) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the Mortgagor and any lessee thereunder, and, upon request by the Lender to do so in the name and on behalf of the Lender but at the expense of the Mortgagor, and to pay all costs and expenses of the Lender, including reasonable attorneys' fees, in any action or proceeding in which the Lender may appear;

(d) not receive or collect any Rents from any present or future lessee of the Real Estate or any of the Improvements, or any part thereof, for a period of more than one month in advance, or pledge, transfer, mortgage or otherwise encumber or assign future payments of the Rents;

(e) not waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any lessee of the Real Estate or any of the Improvements of and from any obligations, covenants, conditions and agreements by said lessee to be kept, observed and performed, including the obligation to pay rent in the manner and at the place and time specified in any Lease;

(f) not enter into any Leases except on a form approved by the Lender, nor cancel, terminate or consent to any surrender of any Lease, or modify or in any way alter the terms thereof without, in each such instance, the prior written consent of the Lender;

(g) upon Lender's request, cause each Lease to provide, in a manner approved by the Lender, that the Lease is junior and subordinate to the lien of this Mortgage, and that the tenant will attorn to any person succeeding to the interest of the Mortgagor or lessor thereunder;

(h) not renew or otherwise extend the term of any of the Existing Leases; provided, however, that nothing herein contained shall prevent the Mortgagor, upon expiration of the now-current term (or other expiration or termination) of any of the Existing Leases, from leasing the property covered thereby to the lessee thereunder by a lease or leases expressly subject and fully subordinate to the lien of this Mortgage;

(i) promptly upon the execution by the Mortgagor of any future Lease, (i) furnish the Lender with the name and address of the lessee thereunder, the term of such Lease and a description of the premises covered thereby and, upon request of the Lender, a copy of such Lease, and (ii) execute all such further assignments of such Lease and the Rents therefrom as the Lender may require;

(j) not, without the prior written approval of the Lender, execute any management or leasing agreements affecting any of the Property (and any such management or leasing

agreements, and any fees payable thereunder, shall be subordinated to the lien of this Mortgage); and

(k) if required by the Lender, cause each Lease to provide, in a manner approved by the Lender, that the Lease is junior and subordinate to the lien of this Mortgage and that the Lessee will recognize as lessor, Lender or any person succeeding to the interest of the Mortgagor, upon any foreclosure of this Mortgage.

SECTION 3.05 Sale, Lease or Transfer, etc.

Notwithstanding any other provision of this Mortgage or the Note, with the exception of Section 5.16 hereof, neither the Real Estate or the Improvements, nor any part thereof, nor any interest therein, shall be (a) sold, assigned, transferred, conveyed, leased with an option to purchase, exchanged or otherwise disposed of, nor shall the Mortgagor contract with any person or entity for any of the foregoing, or grant an option to any person or entity for any of the foregoing, without the Lender's prior written consent; or (b) subject to any additional lien, mortgage or other encumbrance, either voluntarily or involuntarily, without the Lender's prior written consent. Upon the occurrence of any such sale, assignment, transfer, conveyance, lease with an option to purchase, exchange, other disposition (or contract or option therefor), lien, mortgage or encumbrance, this Mortgage shall be deemed to be in default at the option of the Lender and the Lender may, at its sole option: (i) declare the Liabilities immediately due and payable in full; or (ii) require the payment, after the date of such occurrence, of a higher rate of interest on the unpaid principal portion of the Liabilities as a condition to not exercising such option to accelerate the Liabilities, whether such rights be exercised by the Lender to obtain a higher rate of interest on the Liabilities or to protect the security of this Mortgage. Mortgagor further covenants and agrees that without the prior written consent of the Lender, the Mortgagor shall not be dissolved, liquidated or terminated, whether by operation of law or otherwise. Any such dissolution, liquidation or termination, without the Lender's prior written consent, shall constitute a default hereunder. The Mortgagor expressly covenants and agrees, and acknowledges the Lender's express reliance hereon, that any sale, pledge, encumbrance, contract to sell, assignment or other transfer of any stock of the Mortgagor, if a corporation, or any partnership interest in the Mortgagor, if a partnership or joint venture, or any other transaction whereby the legal or beneficial ownership of the Mortgagor is changed, including, without limitation, the sale of additional stock or partnership interests, the liquidation or dissolution of the Mortgagor, or the merger or consolidation of the Mortgagor with any other entity, shall be treated as a transfer of the Real Estate and the Improvements for purposes of this section.

SECTION 3.06 Zoning, Governmental Compliance, etc.

Without the prior written consent of the Lender, the Mortgagor will not seek, make or consent to any change in the zoning or conditions of use of the Property. The Mortgagor shall comply with and make all payments required under all Environmental Laws and other laws, ordinances, regulations, rules, covenants, conditions, restrictions, licenses and permits now or hereafter affecting the Property or any part thereof or the business or activity conducted or to be conducted thereon. The Mortgagor shall not commit, suffer, permit or allow any act to be

done in or on the Property in violation of any such law, ordinance, regulation, rule, covenant, condition, restriction, license or permit, and the Mortgagor shall not permit any lien, charge or encumbrance to exist on the Property, or any part thereof, in favor of any federal, state or local governmental authority or other person or organization under any of the same that might have priority over this Mortgage. The Mortgagor shall comply with all existing and future requirements of all governmental authorities having jurisdiction over the Property.

SECTION 3.07 Environmental Compliance

The Mortgagor shall (a) not permit any Hazardous Substances to be brought on to the Property or any other real property now or hereafter owned by the Mortgagor; (b) if any Hazardous Substances are brought or found on the Property or any such other real property, immediately remove and properly dispose thereof and diligently undertake all cleanup procedures required under applicable Environmental Laws; (c) promptly give notice to the Lender in writing if the Mortgagor should receive notice of any investigation, claim or threatened claim under any Environmental Law, or any notice of violation under any Environmental Law, involving the Mortgagor, the Property or any other real property heretofore, now or hereafter owned by the Mortgagor; and (d) permit the Lender from time to time to inspect the Property and observe the Mortgagor's operations thereon and to perform tests (including soil and ground water tests) for Hazardous Substances on the Property. (Nothing contained in this Section shall be deemed to impose any obligations on the Lender with respect to Hazardous Substances or otherwise.)

SECTION 3.08 Financial Covenant

The Mortgagor shall not permit its ratio of Net Income Available for Debt Service for any fiscal year to Interest Expense and Principal Maturities for such fiscal year to be less than 1 to 1. For purposes of this Section 3.08 the following terms shall have the meanings set forth below:

(a) "Debt" of any person shall mean (i) all indebtedness, whether or not represented by bonds, debentures, notes or other securities, for the repayment of borrowed money, (ii) all deferred indebtedness for the payment of the purchase price of property or assets purchased, (iii) all capitalized lease obligations, and (iv) all indebtedness secured by any Lien on any property of such person, whether or not indebtedness secured thereby shall have been assumed.

(b) "Net Income Available for Debt Service" for any period shall mean after-tax net income (or the net deficit, if expenses and charges exceed revenues and other proper income credits) for such periods, plus amounts which have been deducted for (i) depreciation, (ii) amortization and (iii) Interest Expense in determining net income for such period.

(c) "Interest Expense" shall mean interest payable on Debt during the period in question.

(d) "Principal Maturities" shall mean principal maturing or coming due on Debt during the period in question.

All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles applied on a consistent basis. All references herein to "generally accepted accounting principles" refer to such principles as they exist at the date of application hereof.

SECTION 3.09 Financial Statements

Furnish to the Lender within 90 days after the end of its fiscal year (being December 31 in each year) the balance sheet of the Mortgagor as of the end of such year and the related statements of income and changes in financial position of the Borrower for such fiscal year, together with supporting schedules, all on a comparative basis with the prior fiscal year, in reasonable detail (including all computations necessary to show the Borrower's compliance with Section 3.08), prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved, and audited and certified by independent certified public accountants selected by the Borrower and satisfactory to the Lender (the form of such certification also to be satisfactory to the Lender), showing the financial condition, assets, liabilities and stockholders' equity of the Borrower and the Subsidiaries at the close of such year and the results of the operations of the Borrower and the Subsidiaries during such year.

IV. DEFEASANCE, DEFAULT AND REMEDIES

SECTION 4.01 Defeasance

If the Mortgagor shall: (a) pay in full (i) all of the Liabilities (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 the Lender shall have no obligation to extend further credit to the Mortgagor under the Note or any extension or renewal thereof; and (ii) all sums becoming due and payable by the Mortgagor under the terms of this Mortgage, including but not limited to advancements made by the Lender pursuant to the terms and conditions of this Mortgage; (b) have kept and performed each and every obligation, covenant, duty, condition and agreement herein imposed on or agreed to by the Mortgagor; and (c) one year from the payment in full of all Liabilities shall have expired without the occurrence of any of the events described in Section 4.02(f)(iv), 4.02(f)(v) or 4.02(g); then this conveyance and the grants and conveyances contained herein shall become null and void, and the Property shall revert to the Mortgagor, and the entire estate, right, title and interest of the Lender will thereupon cease; and the Lender 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 instrument; otherwise, this Mortgage shall remain in full force and effect.

SECTION 4.02 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 any loan agreement related to any of the Liabilities or in any other document or instrument evidencing or securing any of the Liabilities (any such loan agreement and any such other document or instrument evidencing or securing any of the Liabilities being hereinafter collectively referred to as the "Loan Documents") 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 Liabilities 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 of the principal of and interest payable on the Note or any of the other Liabilities, as and when due and payable; or

(d) default shall be made with respect to any indebtedness (other than the Liabilities) 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 any other Loan Document; 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) die or 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 debts, 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 \$5,000 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) a default or event of default, or an event which upon notice or lapse of time or both would constitute an event of default under any prior mortgage on the Real Estate, or part thereof, shall occur and be continuing; or

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

(k) any of the stipulations contained in this Mortgage is declared invalid or inoperative by any court of competent jurisdiction; or

(l) John G. Reamer, Jr. shall at any time own less than 70% of the legal and beneficial interest and title in and to the Borrower.

SECTION 4.03 Rights and Remedies of the Lender Upon Default

(a) Acceleration of Liabilities. Upon occurrence of an Event of Default or at any time thereafter, the Lender may at its option and without demand or notice to the Mortgagor, declare all or any part of the Liabilities immediately due and payable, whereupon all such Liabilities 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 Lender may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this Mortgage, the Note, any of the other Loan Documents and applicable law. The Mortgagor also waives any and all rights the Mortgagor may have to a hearing before any judicial authority prior to the exercise by the Lender of any of its rights under this Mortgage, the Note, any of the other Loan Documents and applicable law.

(b) Operation of Property by Lender. Upon the occurrence of an Event of Default, or at any time thereafter, in addition to all other rights herein conferred on the Lender, the Lender (or any person, firm or corporation designated by the Lender) may, but shall not be obligated to, enter upon and take possession of any or all of the 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

Lender 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 Property.

(c) Judicial Proceedings; Right to Receiver. Upon the occurrence of an Event of Default, the Lender, in lieu of or in addition to exercising the power of sale hereinafter given, may proceed by suit to foreclose its lien on, security interest in, and assignment of, the 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 Lender 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 Property, with power to lease and control the Property and with such other powers as may be deemed necessary.

(d) Power of 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 now provided by law in case of past due mortgages, and the Lender shall be authorized, at its option, whether or not possession of the Property is taken, after giving 21 days' notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale by publication in some newspaper published in the county wherein the Property (or any portion thereof to be sold) is located, to sell the Property (or such portion thereof as the Lender may from time to time elect to sell) in front of the courthouse door of any county in which the Mortgaged Property (or any portion thereof to be sold) is located, at public outcry, to the highest bidder for cash. The Lender, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Property, or any portion 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 portion or all of the 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 Lender, in the exercise of the power of sale herein given, elects to sell the Property in portions 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 Property not previously sold shall have been sold or all the Liabilities 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 Lender shall have and may exercise with respect to the Personal Property and fixtures included in the Property (the "Collateral") all rights, remedies and powers of a secured party under the Alabama Uniform Commercial 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 Alabama Uniform Commercial Code after default hereunder, without regard to preservation of the Collateral or its value and without the necessity of a court order. The Lender 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 Lender, 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 Lender's request, the Mortgagor shall assemble the Collateral and make the Collateral available to the Lender at any place designated by the Lender. 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 Lender 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 Lender existing after default. To the extent that such notice is required and cannot be waived, the Mortgagor agrees that if such notice is given to the Mortgagor in accordance with the provisions of Section 5.14 below, at least five 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 Lender may proceed to sell or dispose of both the real and personal property comprising the Property in accordance with the rights and remedies granted under this Mortgage with respect to the real property covered hereby. The Mortgagor hereby grants the Lender 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 Liabilities in such order and amounts and manner as the Lender 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 Lender and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

(f) Rents and Leases.

Upon the occurrence of an Event of Default, or at any time thereafter:

(i) The Lender at its option, shall have the right, power and authority to exercise and enforce any or all of the following rights and remedies with respect to Rents and Leases:

(A) to terminate the license granted to the Mortgagor in Section 1.02(c)(iii) hereof to collect the Rents, and, without taking possession, in the Lender's own name to demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and reasonable costs and expenses of collection, including reasonable attorney's fees, to apply the net proceeds thereof to the Liabilities in

such order and amounts as the Lender may choose (or hold the same in a cash collateral reserve as security for the Liabilities);

(B) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver to be appointed by court, to enter upon, take possession of, manage and operate the Property or any part thereof for the account of the Mortgagor, make, modify, enforce, cancel or accept surrender of any Lease, remove and evict any lessee or sublessee, increase or reduce rents, decorate, clean and make repairs, and otherwise do any act or incur any cost or expenses the Lender shall deem proper to protect the security hereof, as fully and to the same extent as the Mortgagor could do if in possession, and in such event to apply any funds so collected to the operation and management of the Property (including payment of reasonable management, brokerage and attorneys' fees) and payment of any Liabilities in such order and amounts as the Lender may choose (or hold the same in a cash collateral reserve as security for the Liabilities);

(C) to take whatever legal proceedings may appear necessary or desirable to enforce any obligation or covenant or agreement of the Mortgagor under this Mortgage.

(ii) the collection of the Rents and application thereof (or holding thereof in reserve) as aforesaid or the entry upon and taking possession of the Property or both shall not cure or waive any default or waive, modify or affect any notice of default under this Mortgage, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by the Lender, once exercised, shall continue for so long as the Lender shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured the original default. If the Lender shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

(g) Foreclosure Deeds and Bills of Sale. The Mortgagor hereby authorizes and empowers the Lender or the auctioneer at any foreclosure or other sale had hereunder, for and in the name of the Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Property sold good and sufficient deeds of conveyance or bills of sale thereto.

(h) Order of Application of Proceeds. All payments received by the Lender as proceeds of the Property, or any part thereof, as well as any and all amounts realized by the Lender in connection with the enforcement of any right or remedy under or with respect to this Mortgage, shall be applied by the Lender 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 and in the other Loan Documents, appraisal fees, title search fees and foreclosure notice costs, (ii) to the payment of all sums advanced or expended by the Lender under the terms of this Mortgage and the other

Loan Documents, together with interest thereon to the extent provided herein or therein, (iii) to the payment in full of any of the other Liabilities that is then due and payable (including without limitation principal, accrued interest and all other sums secured hereby), all in such order as the Lender may elect in its sole discretion, (iv) to a cash collateral reserve fund to be held by the Lender in an amount equal to, and as security for, any of the other Liabilities that is not then due and payable, and (v) the remainder, if any, shall be paid to the Mortgagor or such other person or persons appearing of record to be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

(i) Multiple Sales. Upon the occurrence of any Event of Default or at any time thereafter, the Lender 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 Liabilities due. Any such sale may be made subject to the unmatured part of the Liabilities secured by this Mortgage, and such sale, if so made, shall not in any manner affect the unmatured part of the Liabilities secured by this Mortgage, but as to such unmatured part of the Liabilities this Mortgage 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 Liabilities whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Property for any matured part of the Liabilities without exhausting any power of foreclosure and the power to sell the Property for any other part of the Liabilities, 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 Property (commonly known as appraisement laws), or (ii) any extension of time for the enforcement of the collection of the Liabilities or any creation or extension of a period of redemption from any sale made in collecting the Liabilities (commonly known as stay laws and redemption laws).

(k) Prerequisites of Sales. In case of any sale of the Property as authorized by this Section, 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 nonpayment of any of the Liabilities 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.

V. MISCELLANEOUS PROVISIONS

SECTION 5.01 Collection Costs

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Lender in collecting or securing, or attempting to collect or secure, the Liabilities, or any part thereof, or in defending or attempting to defend the priority of this Mortgage against any

Lien on the Property, unless this Mortgage is herein expressly made subject to any such Lien; and/or all costs incurred in the foreclosure of this Mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Lender shall be a part of the Liabilities, shall bear interest at the rate provided for in the Note (including any default rate), or the highest rate permitted by law and shall be secured by this Mortgage.

SECTION 5.02. No Obligations of Lender; Indemnification

The Lender shall not by virtue of this Mortgage or otherwise assume any duties, responsibilities, liabilities or obligations with respect to Leases, the Improvements, the Personal Property, the Real Estate or any of the other Property (unless expressly assumed by the Lender under a separate agreement in writing), and this Mortgage shall not be deemed to confer on the Lender any duties or obligations that would make the Lender directly or derivatively liable for any person's negligent, reckless or wilful conduct. The Mortgagor agrees to defend, indemnify and save harmless the Lender from and against any and all claims, causes of action, judgments and other loss, cost and expense (collectively called "claims and losses") relating to or arising out of any default in the Mortgagor's performance of its representations, warranties, covenants, agreements, duties, responsibilities and obligations under this Mortgage or under the Leases and with respect to the Real Estate, the Improvements, the Personal Property, or any of the other Property. The provisions of this Section shall survive the payment of the Liabilities in full and the termination, satisfaction, release (in whole or in part) and foreclosure of this Mortgage with respect to claims and losses asserted against or suffered by the Lender. Without limiting the generality of the foregoing, the Mortgagor agrees that the Mortgagor's obligation to defend, indemnify and save harmless the Lender set forth in this Section shall specifically include all claims and losses asserted against or suffered by the Lender that are related to or arise out of (i) any representations or warranty set forth in Section 2.03 hereof that shall prove to be false or untrue in any material respect, (ii) any default in the performance or nonperformance of the Mortgagor's covenants and agreements set forth in Section 3.07 hereof, and (iii) any clean up or removal of, or other remedial action with respect to, any Hazardous Substances now or hereafter located on or included in the Property, or any part thereof, that may be required by any Environmental Law or governmental authority.

SECTION 5.03 Construction of Mortgage

This mortgage is and may be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the lien hereof and the assignment and security interest created hereby and the purposes and agreements herein set forth.

SECTION 5.04 Successors and Assigns

All covenants and agreements herein made by the undersigned shall bind the undersigned and the heirs, personal representatives, successors and assigns of the undersigned; and every

option, right and privilege herein reserved or secured to the Lender shall inure to the benefit of the Lender's successors and assigns.

SECTION 5.05 Waiver and Election

The exercise by the Lender of any option given under the terms of this Mortgage shall not be considered as a waiver of the right to exercise any other option given herein, and the filing of a suit to foreclose the lien, security interest and assignment granted by this Mortgage, either on any matured portion of the Liabilities or for the whole of the Liabilities, shall not be considered an election so as to preclude foreclosure under power of sale after a dismissal of the suit; nor shall the publication of notices for foreclosure preclude the prosecution of a later suit thereon. No failure or delay on the part of the Lender in exercising any right, power or remedy under this Mortgage shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or thereunder. The remedies provided in this Mortgage and in the other Loan Documents are cumulative and not exclusive of any remedies provided by law. No amendment, modification, termination or waiver of any provisions of this Mortgage or any of the Loan Documents, nor consent to any departure by the Mortgagor therefrom, shall be effective unless the same shall be in writing and signed by an executive officer of the Lender, and then such waiver or consent shall be effective only in this specific instance and for the specific purpose for which given. No notice to or demand on the Mortgagor in any case shall entitle the Mortgagor to any other or further notice or demand in similar or other circumstances. The Mortgagor hereby waives the right to trial by jury in any action arising out of or related to the Liabilities, this Mortgage, any of the other Loan Documents, or any of the transactions contemplated thereby.

SECTION 5.06 Landlord-Tenant Relationship

Any sale of the Property under this Mortgage shall, without further notice, create the relationship of landlord and tenant at sufferance between the purchaser and the Mortgagor.

SECTION 5.07 Enforceability

If any provision of this Mortgage is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Lender to effectuate the provisions hereof.

SECTION 5.08 Application of Payments

If the lien, assignment or security interest created by this Mortgage is invalid or unenforceable as to any part of the Liabilities or is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the Liabilities shall be completely paid prior to the payment of the remaining secured or partially secured portion of the Liabilities, and all payments made on the Liabilities, whether voluntary or under foreclosure or other

enforcement action or procedures, shall be considered to have been first paid on and applied to the full payment of that portion of the Liabilities that is not secured or not fully secured by the Lien created by this Mortgage.

SECTION 5.09 Other Mortgages Encumbering the Real Estate

The Mortgagor hereby authorizes the holder of any other mortgage encumbering the Real Estate to disclose to the Lender from time to time and at any time the following information: (a) the amount of indebtedness secured by such mortgage; (b) the amount of such indebtedness that is unpaid; (c) whether such indebtedness is or has been in arrears; (d) whether there is or has been any default with respect to such mortgage or the indebtedness secured thereby; and (e) any other information regarding such mortgage or the indebtedness secured thereby that the Lender may request from time to time.

The Mortgagor expressly agrees to comply with the terms of any other mortgage encumbering the Real Estate or any of the Improvements and agrees not to consent to or permit any amendment or modification thereof without the prior written consent of the Lender. The Mortgagor further agrees that if default should be made in the payment of principal, interest or any other sum secured by any other mortgage encumbering the Real Estate or any of the Improvements, the Lender may (but shall not be required to) pay all or any part of such amount in default, without notice to the Mortgagor. The Mortgagor agrees to repay any such sum advanced upon demand, with interest from the date such advance is made at the rate provided for in the Note (including any default rate), or the highest rate permitted by law, whichever shall be less, and any sum so advanced with interest shall be a part of the Liabilities secured by this Mortgage.

The Mortgagor expressly agrees that, if any holder of any mortgage or security interest encumbering the Property forecloses such mortgage or security interest and receives at the foreclosure sale or otherwise consideration in an amount in excess of the indebtedness secured by the mortgage or security interest being foreclosed, the holder of such mortgage or security interest shall pay such excess to the Lender to be applied against the Liabilities in such order as the Lender in its discretion directs.

SECTION 5.10 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 "Lender" 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.

SECTION 5.11 Advances by Lender

If the Mortgagor shall fail to comply with the provisions hereof with respect to the securing of insurance, the payment of utilities, taxes, assessments and other charges, the keeping of the Property in repair, the performance of the Mortgagor's obligations under any Lease, the payment or performance of any prior mortgages, the compliance with Environmental Laws, or the performance of or compliance with any other term or covenant herein contained, the Lender may (but shall not be required to) make advances to pay, perform or comply with the same, and where necessary enter the Property for the purpose of performing or complying with any such term or covenant. The Mortgagor agrees to repay all such sums advanced upon demand, with interest from the date such advances are made, at the rate provided for in the Note (including any default rate), or the highest rate permitted by law, whichever shall be less, and all sums so advanced with interest shall be a part of the Liabilities and shall be secured hereby. The making of any such advances shall not be construed as a waiver by the Lender of any Event of Default resulting from the Mortgagor's failure to pay the amounts paid.

SECTION 5.12 Release or Extension by Lender

The Lender, without notice to the Mortgagor and without in any way affecting the rights of the Lender hereunder as to any part of the Property not expressly released, may release any part of the Property or any person liable for any of the Liabilities and may agree with any party with an interest in the Property to extend the time for payment of all or any part of the Liabilities or to waive the prompt and full performance of any term, condition or covenant of the Note or any of the other Loan Documents.

SECTION 5.13 Partial Payments

Acceptance by the Lender of any payment of less than the full amount due on the Liabilities 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 Liabilities has been paid, the Lender 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.

SECTION 5.14 Addresses for Notices

All notices, requests, demands and other communications provided for hereunder shall be in writing or by telex, telegram or cable and mailed or sent or delivered to the applicable party at its address indicated on the first page of this Mortgage or at such other address as shall be designated by such party in a written notice to the other parties thereto.

SECTION 5.15 Titles

All section, paragraph, subparagraph or other titles contained in this Mortgage are for reference purposes only, and this Mortgage shall be construed without reference to said titles.

SECTION 5.16 Release of Parcels

So long as no Event of Default has occurred and be continuing, any of the Real Estate shall be released from the Lien of this Mortgage upon payment by the Mortgagor (or any other owner of the Real Estate) to the Lender of a sum equal to \$9,000 per acre of Real Estate (the "Release Price") sought to be released, unless the sale of such portion of the Real Estate would result in the remainder of the Real Estate subject to this Mortgage being left without rights of ingress and egress to either United States Highway 280 or Shelby County Road 119. Upon payment to the Lender of the Release Price with respect to any portion of the Real Estate, the Lender shall promptly deliver to the party paying said price a partial release of said portion of the Real Estate from the Lien of this Mortgage, and the Lender shall apply said Release Price to the reduction of the Liabilities secured hereby in such order as the Lender in its sole discretion may elect. The right to obtain such releases shall be suspended during such time as an Event of Default or circumstances that with notice or lapse of time or both could constitute an Event of Default exists, subject to reinstatement only if the Event of Default or said circumstance is cured in its entirety. The right to obtain such releases shall be extinguished by the acceleration of the Liabilities. In no event shall the right to obtain releases survive foreclosure.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument on the day and year first above written.

REAMER DEVELOPMENT
CORPORATION

By: John S Reamer Jr
Its: PRESIDENT

STATE OF ALABAMA)

Jefferson COUNTY)

I the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John S Reamer Jr, whose name as President of Reamer Development Corp, a _____ corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, _____ 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 8 day of February, 1993.

Jeanette L. Aguirre
Notary Public

MY COMMISSION EXPIRES JUNE 15, 1996

My Commission expires: _____

AFFIX SEAL

This instrument prepared by:

Randall H. Morrow
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
Suite 2400, AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2602
(205) 254-1000

PARCEL I:

A parcel of land situated in Section 8, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

The North 628.72 feet of the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter of said Section 8, lying Northwest of U.S. Highway 280.

Less and except that part of Eagle Point, First Sector — Phase I, as recorded in Map Book 14 Page 114, in the Office of the Judge of Probate of Shelby County, Alabama, lying within the above described legal.

PARCEL 2

BOOK 225 PAGE 816

The following parcel of land situated in Sections, 5, 6, 7, and 8, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the northeast corner of said Section 7 and run in a westerly direction along the north line of said section a distance of 662.82 feet to the point of beginning, said point being a 3" capped iron; thence turn an angle to the left of 89 degrees, 18' 18" and run in a southerly direction for a distance of 1324.24 feet to a 3" capped iron; thence turn an angle to the right of 88 degrees, 56' 46" and run in a westerly direction for a distance of 665.27 feet to a 3" capped iron; thence turn an angle to the right of 0 degrees, 00' 28" and run in a westerly direction for a distance of 663.46 feet to a 3" capped iron; thence turn an angle to the left of 88 degrees, 50' 54" and run in a southerly direction for a distance of 661.83 feet to a 3" capped iron; thence turn an angle to the right of 88 degrees, 54' 41" and run in a westerly direction for a distance of 664.48 feet to a 3" capped iron; thence turn an angle to the left of 88 degrees, 50' 36" and run in a southerly direction for a distance of 662.24 feet to a 3" capped iron; thence turn an angle to the left of 91 degrees, 09' 30" and run in an easterly direction for a distance of 1330.57 feet to an iron pin; thence turn an angle to the left of 0 degrees, 17' 02" and run in an easterly direction for a distance of 1330.27 feet to a 3" capped iron; thence turn an angle to the right of 1 degree, 32' 57" and run in an easterly direction for a distance of 1327.47 feet to a point; thence turn an angle to the left of 90 degrees, 11' 30" and run in a northerly direction for a distance of 1329.18 feet to a point; thence turn an angle to the right of 89 degrees, 46' 41" and run in an easterly direction for a distance of 1516.36 feet to a point on the westerly right of way of U.S. Highway 280; thence turn an angle to the left of 77 degrees, 47' 31" and run in a northeasterly direction along said right of way for a distance of 65.75 feet to a point; thence turn an angle to the right of 8 degrees, 31' 51" and run in a northeasterly direction along said right of way for a distance of 202.24 feet to a point; thence turn an angle to the left of 8 degrees, 31' 51" and run in a northeasterly direction along said right of way for a distance of 700.00 feet to a point; thence turn an angle to the left of 6 degrees, 35' 32" and run in a northeasterly direction along said right of way for a distance of 217.77 feet to a point on a curve which is concave to the west having a central angle of 17 degrees, 08' 16" and a radius of 1973.59 feet; thence turn a clockwise interior angle to the chord of said curve of 178 degrees, 01' 24" and run in a northeasterly direction along said right of way and also along arc of said curve for a distance of 590.32 feet to a point; thence turn a clockwise interior angle from said chord of 123 degrees, 36' 53" and run in a northwesterly direction along said right of way for a distance of 137.74 feet to a point; thence turn an angle to the right of 45 degrees, 51' 45" and run in a northwesterly direction along said right of way for a distance of 80.00 feet to a point; thence turn an angle to the right of 44 degrees, 25' 58" and run in a northeasterly direction along said right of way for a distance of 142.84 feet to a point;

Continued

thence turn an angle to the left of 44 degrees, 25' 58" and run in a northwesterly direction along said right of way for a distance of 447.42 feet to a point; thence turn an angle to the left of 83 degrees, 43' 30" and run in a westerly direction for a distance of 385.15 feet to a 3" capped iron; thence turn an angle to the left of 89 degrees, 18' 36" and run in a southerly direction for a distance of 1118.37 feet to a 3" capped iron; thence turn an angle to the right of 89 degrees, 29' 41" and run in a westerly direction for a distance of 1330.92 feet to a 3" capped iron; thence turn an angle to the right of 90 degrees, 23' 04" and run in a northerly direction for a distance of 658.25 feet to a point; thence turn an angle to the left of 90 degrees, 23' 50" and run in a westerly direction for a distance of 667.08 feet to a 3" capped iron; thence turn an angle to the right of 90 degrees, 28' 37" and run in a northerly direction for a distance of 657.17 feet to a 3" capped iron; thence turn an angle to the right of 89 degrees, 25' 50" and run in an easterly direction for a distance of 666.18 feet to a 3" capped iron; thence turn an angle to the left of 89 degrees, 22' 51" and run in a northerly direction for a distance of 1314.98 feet to a 3" capped iron; thence turn an angle to the left of 90 degrees, 36' 35" and run in a westerly direction for a distance of 752.05 feet to a iron pin at the northeast corner of Lot 14, Little Ridge Estates as recorded in Map Book 9, page 174 in the Office of Judge of Probate of Shelby County, Alabama; thence turn an angle to the left of 55 degrees, 27' 31" and run in a southwesterly direction along the back line of said Lot 14 for a distance of 118.85 feet to an iron pin; thence turn an angle to the right of 14 degrees, 19' 14" and run in a southwesterly direction along the back line of Lots 14 and 15 of said subdivision for a distance of 185.02 feet to an iron pin; thence turn an angle to the left of 10 degrees, 24' 44" and run in a southwesterly direction along the back line of Lots 15, 16, 18 and 19 of said subdivision for a distance of 408.04 feet to an iron pin; thence turn an angle to the left of 4 degrees, 04' 32" and run in a southwesterly direction along the back of Lots 19, 20 and 21 of said subdivision for a distance of 301.32 feet to a point; thence turn an angle to the left of 1 degree, 02' 56" and run in a southwesterly direction along the back of Lots 21, 22, and 23 of said subdivision for a distance of 334.94 feet to a point; thence turn an angle to the left of 123 degrees, 21' 45" and run in an easterly direction for a distance of 223.29 feet to a 2" iron pipe; thence turn an angle to the right of 90 degrees, 33' 30" and run in a southerly direction for a distance of 247.50 feet to a 3" capped iron; thence turn an angle to the right of 45 degrees, 01' 16" and run in a southwesterly direction for a distance of 938.38 feet to a 3" capped iron; thence turn an angle to the left of 45 degrees, 03' 37" and run in a southerly direction for a distance of 656.44 feet to the point of beginning.

***** LESS AND EXCEPT

***** 1) Right of way granted to Shelby County by instrument recorded in Deed Book 278, page 893 in the Probate Office of Shelby County, Alabama. (50' right of way - Farley Road).

Continued

BOOK 225 PAGE 817

2) Tank Site: A parcel of land located in the southeast quarter of the northeast quarter of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the northwest corner of said quarter-quarter section, thence in an easterly direction, along the north line of said quarter-quarter section a distance of 187.00 feet to the point of beginning; thence continue along last described course a distance of 100.00 feet; thence 90 degrees, 00' 00" right in a southerly direction, a distance of 100.00 feet; thence 90 degrees, 00' 00" right in a westerly direction, a distance of 100.00 feet; thence 90 degrees, 00' 00" right, in a northerly direction, a distance of 100.00 feet to the point of beginning.

3) Well Site: A parcel of land located in the southeast quarter of the northeast quarter of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the northwest corner of said quarter-quarter section; thence in an easterly direction, along the north line of said quarter-quarter section a distance of 700.00 feet to the point of beginning; thence continue along last described course a distance of 50.00 feet; thence 90 degrees, 00' 00" right in a southerly direction a distance of 50.00 feet; thence 90 degrees, 00' 00" right in a westerly direction a distance of 50.00 feet; thence 90 degrees, 00' 00" right in a northerly direction a distance of 50.00 feet to the point of beginning.

ALSO LESS AND EXCEPT (215/11 SAME)

A parcel of land situated in Section 5, 6, 7, and 8, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Begin at the Southeast corner of the Southwest quarter of the Southwest quarter of said Section 5 and thence run North along the East line of said quarter-quarter section for a distance of 658.25 feet to an iron pin found; thence turn an angle to the left of 90 degrees, 23' 50" and run in a Westerly direction for a distance of 667.08 feet to a 3" capped iron found; thence turn an angle to the left of 0 degrees, 02' 02" and run in a Westerly direction for a distance of 318.02 feet to a point; thence turn an angle to the left of 61 degrees, 07' 09" and run in a Southwesterly direction for a distance of 2,129.34 feet to a point; thence turn an angle to the left of 28 degrees, 16' 37" and run in a Southerly direction for a distance of 117.38 feet to a 3" capped iron found; thence turn an angle to the right of 88 degrees, 56' 46" and run in a Westerly direction for a distance of 63.79 feet to a point; thence turn an angle to the left of 60 degrees, 40' 10" and run in a Southwesterly direction for a distance of 1519.07 feet to a point; thence turn an angle to the left of 119 degrees, 15' 43" and run in an Easterly direction for a distance of 117.69 feet to an iron pin found; thence turn an angle to the left of 0 degrees, 17' 02" and run in an Easterly direction for a distance of 1330.27 feet to a 3" capped iron found; thence turn an angle to the right of 1 degree, 32' 57" and run in a Easterly direction for a distance of 1327.47 feet to a point; thence turn an angle to the left of 90 degrees, 11' 30" and run in a Northerly direction for a distance of 2154.78 feet to a point; thence turn an angle to the right of 63 degrees, 40' 04" and run in a Northeasterly direction for a distance of 316.22 feet to a point; thence turn an angle to the left of 81 degrees, 00' 00" and run in a Northwesterly direction for a distance of 382.60 feet to a point; thence turn an angle to the left of 73 degrees, 18' 50" and run in a Westerly direction for a distance of 169.44 feet to the point of beginning.

Continued

BOOK 225 PAGE 918

* Two parcels of land situated in the East one half of the Northwest quarter of Section 8, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

PARCEL I:

Commence at the Northwest corner of the east half of said quarter section; then run East along the North line of the east half of said quarter section for a distance of 169.46 feet to the point of beginning; thence continue along last stated course for a distance of 486.96 feet to an iron pin; thence turn an angle to the right of $92^{\circ}-34'-28''$ and run in a Southwesterly direction for a distance of 174.37 feet to an iron pin; thence turn an angle to the left of $19^{\circ}-06'-21''$ and run in a Southeasterly direction for a distance of 154.93 feet to an iron pin; thence turn an angle to the right of $106^{\circ}-30'-00''$ and run in a Westerly direction for a distance of 316.60 feet to a point on a curve to the left having a radius of 924.59 feet and a central angle of $5^{\circ}-25'-22''$; thence run in a Southwesterly direction along the arc of said curve for a distance of 87.51 feet to a point on a reverse curve to the right having a radius of 25.00 feet and a central angle of $78^{\circ}-44'-12''$; thence run in a Northwesterly direction along the arc of said curve for a distance of 34.26 feet to a point; thence run tangent to last stated curve in a Northwesterly direction for a distance of 323.04 feet to the point of beginning. Said parcel containing 3.285 acres, more or less.

PARCEL II:

Commence at the Northwest corner of the east half of said quarter section thence run South along the West line of the east half of said quarter section for a distance of 503.58 feet to the point of beginning; thence continue along last stated course for a distance of 1,454.00 feet to an iron pin; thence turn an angle to the left of $90^{\circ}-11'-37''$ and run in an Easterly direction for a distance of 635.70 feet to an iron pin; thence turn an angle to the left of $60^{\circ}-19'-18''$ and run in a Northeasterly direction for a distance of 399.01 feet to an iron pin; thence turn an angle to the right of $26^{\circ}-53'-17''$ and run in a Northeasterly direction for a distance of 240.07 feet to an iron pin; thence turn an angle to the left of $82^{\circ}-41'-36''$ and run in a Northwesterly direction for a distance of 65.70 feet to an iron pin; thence turn an angle to the left of $12^{\circ}-17'-36''$ and run in a Northwesterly direction for a distance of 194.48 feet to a point; thence turn an angle to the left of $12^{\circ}-24'-29''$ and run in a Northwesterly direction for a distance of 547.62 feet to an iron pin; thence turn an angle to the right of $50^{\circ}-22'-34''$ and run in a Northerly direction for a distance of 531.82 feet to an iron pin; thence turn an angle to the left of $90^{\circ}-00'-00''$ and run in a Westerly direction for a distance of 69.46 feet to a point on a curve to the left having a radius of 854.59 feet and a central angle of $5^{\circ}-18'-44''$; thence run in a Southwesterly direction along the arc of said curve for a distance of 79.24 feet to a point on a compound curve to the left having a radius of 25.00 feet and a central angle of $77^{\circ}-26'-32''$; thence run in a Southwesterly direction along the arc of said curve for a distance of 33.79 feet to a point on a reverse curve to the right having a radius of 229.38 feet and a central angle of $4^{\circ}-13'-27''$;

BOOK 275 PAGE 669 - A

thence run in a Southwesterly direction along the arc of said curve for a distance of 16.91 feet to a point; thence turn an angle to the right of $90^{\circ}-00'-00''$ from the tangent of last stated curve and run in a Northwesterly direction for a distance of 60.00 feet to a point on a curve to the left having a radius of 169.38 feet and a central angle of $8^{\circ}-58'-40''$; thence turn an angle to the right of $90^{\circ}-00'-00''$ to the tangent of last stated curve and run in a Northeasterly direction along the arc of said curve for a distance of 26.54 feet to a point; thence turn an interior clockwise angle of $57^{\circ}-19'-58''$ from the chord of last stated curve and run in a Southwesterly direction for a distance of 245.95 feet to the point of beginning. Said parcel containing 23.817 acres, more or less.

Said Parcels I and II containing 27.103 acres, more or less.

Also less and except that part of Eagle Point, First Sector -- Phase II as recorded in Map Book 14, Page 113, in the Office of the Judge of Probate of Shelby County, Alabama.

275 670

GRANT OF EASEMENT

Together with an easement for ingress and egress across that portion of Eagle Point Parkway and Farley Road which crosses Eagle Point, First Sector — Phase II as recorded in Map Book 14, Page 113 in aforesaid records.

A parcel of land situated in the SE 1/4 of the NW 1/4 of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Begin at the NE corner of said 1/4-1/4 section and run thence S 89°-10'-20" W (assumed bearing) along the north line thereof 488.86 feet; thence run S 27°-18'-47" W 520.16 feet; thence run S 81°-31'-43" E 827.57 feet to a point on the east line of said 1/4-1/4 section; thence run northwardly along last said 1/4-1/4 line 863.75 feet to the point of beginning.

Contains .9.79 acres, more or less. Subject to easements, rights-of-way and restrictions of record, if any.

LEGAL DESCRIPTION - Access Right-of-way:

A 70 foot wide access right-of-way lying 35 feet on each side of the below described center line and situated in the SE 1/4 of the NW 1/4 of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Begin at the NE corner of said 1/4-1/4 section and run thence S 89°-10'-20" W (assumed bearing) along the north line thereof 488.86 feet; thence run S 27°-18'-47" W 182.81 feet to the point of beginning of the said access road right-of-way center line herein described, said point being on a curve having a radius of 200.00 feet; thence turn an interior angle to tangent of said curve 72°-04'-17" and run northwestwardly along said center line and along the arc of said curve, as it curves to the left, 161.02 feet to the end of said curve; thence run S 89°-06'-42" W, tangent to said curve and along said center line 327.46 feet a point on the easterly right-of-way line of Alabama highway No. 119, said point being the end of the described center line.

Inst # 1992-18194

08/26/1992-18194
02:49 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NCB 245.20

EXHIBIT B

(Existing Leases)

None

EXHIBIT C

(Permitted Encumbrances)

1. The lien for ad valorem taxes on the Property so long as such taxes are not delinquent.
2. The leasehold interest of the tenants under the Existing Leases, if any.
3. The exceptions set forth in Schedule B-2 of the Lender's title insurance policy issued or to be issued pursuant to that certain Commitment to Issue Title Insurance No. BTS7198 having an effective date of January 8, 1993, at _____. m., to the extent only that such exceptions refer expressly to instruments recorded against, or otherwise specifically affecting the Property and not to any general, standard or similar exceptions that may appear in said policy.

INST # 1993-03818
02/09/1993-03818
12:28 PM CERTIFIED
Shelby Co. Judge of Probate
034 MJS 1260.50