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

**Dated July 31, 1996**

**from**

**SUPREME PARTNERS, L.L.C.**

**an Alabama limited liability company**

**Inst # 1996-25266**

**to**

**08/05/1996-25266  
04:01 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
029 MCD 80.50**

**AMSOUTH BANK OF ALABAMA**

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**This Mortgage, Assignment of Leases and Security Agreement was prepared by Heyward C. Hosch of Walston, Stabler, Wells, Anderson & Bains, Financial Center, 505 North 20th Street, Suite 500, Birmingham, Alabama 35203**

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**Inst # 1996-25266**

STATE OF ALABAMA     )  
SHELBY COUNTY         )

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

**THIS MORTGAGE, ASSIGNMENT OF LEASES AND SECURITY AGREEMENT** is dated, executed, and delivered on July 31, 1996 by **SUPREME PARTNERS, L.L.C.**, an Alabama limited liability company (the "Mortgagor"), for the benefit of **AMSOUTH BANK OF ALABAMA**, a state banking corporation (the "Mortgagee").

**Recitals**

J.B. Schilleci, Benjamin K. Miree and Wesley M. Taylor, as individuals (collectively the "Guarantors") are all of the members of Supreme Partners, L.L.C., an Alabama limited liability company (the "Mortgagor").

Pursuant to that certain Loan Agreement of even date by the Mortgagor to the Mortgagee (the "Agreement"), the Mortgagor has applied to the Mortgagee for the advance of the principal amount of \$1,026,834 for the following purposes and the Mortgagee has agreed to so advance said principal amount to the Mortgagor, on the terms and conditions hereof, for such purposes, as follows:

(a) \$461,834 shall be advanced to the Mortgagor by the Mortgagee under that certain Promissory Note (Refunding) of even date by the Mortgagor (the "Refunding Note") for the refunding, payment and retirement of that certain Industrial Development Revenue Bond, Series A (Supreme Partners, L.L.C. Project) dated February 4, 1994, issued by The Industrial Development Board of the Town of Pelham, which bond is presently owned by the Mortgagee; and

(b) \$115,000 shall be advanced to the Mortgagor by the Mortgagee under that certain Promissory Note (Capital Improvement) of even date by the Mortgagor (the "Capital Improvement Note") for the refunding of certain indebtedness of the Mortgagor to the Mortgagee in order to consolidate and restructure the same; and

(c) \$450,000 shall be advanced to the Mortgagor by the Mortgagee under the Capital Improvement Note for the acquisition, construction and equipping of additional buildings and facilities on real property of the Mortgagor in Pelham, Alabama in expansion of the operations of the Mortgagors.

The Refunding Note and the Capital Improvement Note are collectively referred to as the "Notes".

The Mortgagor has agreed to the principal amount of the Notes on the terms and conditions set forth in this Agreement and in the Notes and to execute and deliver the Notes to the Mortgagee in evidence thereof.

In satisfaction of certain conditions of the Mortgagee set forth herein precedent to the advance of said principal amount to the Mortgagor and to secure the obligations of the Mortgagor under this Agreement and the Notes (i) the Mortgagor has executed in favor of the Mortgagee and delivered thereto this Mortgage, Assignment of Leases, and Security Agreement of even date with respect to the properties of the Mortgagor acquired with the proceeds of the Notes and described herein and (ii) each of the Guarantors has executed in favor of the Mortgagee and delivered thereto those certain Guaranty Agreements with respect to the Notes.

In satisfaction of said conditions of the Mortgagee precedent to the advance of funds under the Notes to the Mortgagor the Mortgagor is willing to execute and deliver this Mortgage as security for the Notes.

### **Agreement**

NOW THEREFORE, in consideration of the premises, the mutual agreements and covenants contained herein, and the payment of Ten Dollars (\$10.00) and other good and valuable consideration by the Mortgagee to the Mortgagor, the Mortgagor hereby agrees as follows:

## **ARTICLE I**

### **Definitions**

For all purposes of this Mortgage, except as otherwise expressly provided or unless the context otherwise requires:

(1) The terms defined in this Article have the meanings assigned to them in this Article. Singular terms shall include the plural as well as the singular and vice versa and words connoting one gender shall refer to all genders.

(2) All references in this instrument to designated "articles", "sections" and other subdivisions are to the designated articles, sections and subdivisions of this instrument as originally executed.

(3) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Mortgage as a whole and not to any particular article, section or other subdivision.

(4) The term "person" shall include any individual, corporation, limited liability company, partnership, joint venture, association, trust, unincorporated organization and any government or any agency or political subdivision thereof.

(5) Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Financing Documents.

Collateral shall mean all property and rights mortgaged, assigned, pledged or otherwise subject to the lien of this Mortgage.

Condemnation Awards shall have the meaning stated in the third Granting Clause of Article II.

Environmental Law shall mean and include all laws, rules, regulations, ordinances, judgments, decrees, codes, orders, injunctions, notices and demand letters of any Governmental Authority applicable to the Mortgagor or the Mortgaged Realty (including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601, et seq.) relating to pollution or protection of human health or the environment, including any relating to Hazardous Substances.

Event of Default shall have the meanings stated in Article VII. An Event of Default shall "exist" if an Event of Default shall have occurred and be continuing.

Financing Documents shall mean collectively the Loan Agreement, this Mortgage, the Guaranty Agreements, and the Notes.

Governmental Authority shall mean any federal, state, county, municipal, or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof.

Guarantors shall have the meaning assigned in the Recitals hereto.

Guaranty Agreements shall mean collectively each of the Guaranty Agreements of even date by the Guarantors to the Mortgagee.

Hazardous Substances shall mean and include all pollutants, contaminants, toxic or hazardous wastes and other substances (including asbestos, urea formaldehyde, foam insulation and materials containing either petroleum or any of the substances referenced in Section 101(14) of CERCLA), the removal of which is required or the manufacture, use, maintenance and handling of which is regulated, restricted, prohibited or penalized by an Environmental Law, or, even though not so regulated, restricted, prohibited or penalized, might pose a hazard to the health and safety of the public or the occupants of the property on which it is located or the occupants of the property adjacent thereto.



Loan Agreement shall mean that certain Loan Agreement of even date between the Mortgagor and the Mortgagee, including any amendments or supplements to such instrument entered into pursuant to the applicable provisions thereof.

Mortgage shall mean this instrument as originally executed or as it may from time to time be supplemented, modified or amended by one or more instruments entered into pursuant to the applicable provisions hereof.

Mortgaged Realty shall mean collectively the real property described on Exhibit A hereto.

Mortgagee shall mean AmSouth Bank of Alabama, an Alabama banking corporation, and its successors and assigns.

Notes shall have the meaning assigned in the Recitals hereto.

Obligations shall mean collectively:

(1) all amounts becoming due and payable under the Notes (including without limitation principal, interest, late charges, and interest on overdue amounts);

(2) all amounts becoming due and payable under the Loan Agreement and the Notes in accordance with the terms thereof (including without limitation upon the occurrence and continuance of an event of default under the Loan Agreement);

(3) all amounts payable by the Mortgagor under the terms of this Mortgage (including but not limited to reimbursement for advancements made by this Mortgagee under the Mortgage) and any other security agreements, guarantees, mortgages or other documents now or hereafter evidencing or securing the payment or performance of the Obligations under the Loan Agreement; and

(4) all renewals, extensions and restatements of any or all the obligations of the Mortgagor described in paragraphs (1) through (3) above (including without limitation any renewal or extension or restatement of the Notes), whether or not any renewal or extension or restatement agreement is executed in connection therewith; and

(5) all other indebtedness, obligations (including obligations of performance) and liabilities of the Mortgagor to the Mortgagee of every kind and description whatsoever, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, contracted or arising, or acquired by the Mortgagee from any source, joint or several, liquidated or unliquidated, regardless of how they arise or by what agreement or instrument they may be evidenced or whether they are evidenced by any agreement or instrument, and whether incurred as maker, endorser, surety, guarantor or otherwise, and any and all extensions, renewals and restatements of any of the same.

Permitted Encumbrances shall mean restrictions, exceptions, reservations, conditions, limitations, interests and other matters appearing of public record prior to the recordation of this Mortgage.

Personal Property and Fixtures shall mean all personal property and fixtures constituting part of the Collateral.

Rents shall have the meaning stated in the fourth Granting Clause of Article II.

## **ARTICLE II**

### **Granting Clauses**

As security for the Obligations the Mortgagor has bargained and sold and does hereby grant, bargain, sell, transfer, assign, set-over, pledge and convey to the Mortgagee, its successors and assigns, the property and interests in property described in the following Granting Clauses, and the Mortgagor has granted and does hereby grant to the Mortgagee security title to and a continuing security interest in said property and interests in property and all proceeds and products thereof:

#### **I.**

##### **(Realty and Buildings)**

The real property described on Exhibit A attached hereto and made a part hereof and interests therein, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein, together with all buildings, structures and improvements now or hereafter located on such real property.

#### **II.**

All personal property and fixtures described in Exhibit B attached hereto and all other personal property and fixtures located on the Mortgaged Realty in which the Mortgagor has any interest, including all substitutions and replacements for such personal property and fixtures and the proceeds thereof.

#### **III.**

##### **(Condemnation Awards and Insurance Proceeds)**

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 Collateral as a result of the

exercise of the right of eminent domain, any damage to or destruction of the Collateral or any part thereof, or any other injury to or decrease in the value of the Collateral (herein referred to as "Condemnation Awards"), and all right, title and interest of the Mortgagor in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of the Collateral.

#### IV.

(a) All written or oral leases or other agreements for the use or occupancy of all or any portion of the Collateral with respect to which the Mortgagor is the lessor and any and all extensions and renewals thereof, now or hereafter existing (collectively the "Leases");

(b) Any and all guaranties of performance by lessees under the Leases;

(c) The immediate and continuing right to collect and receive all the rents, income, receipts, revenues, issues and profits now due or that may hereafter become due or to which the Mortgagor may now be or may hereafter (including during the period of redemption, if any) become entitled to demand or claim, arising or issuing from or out of the Leases or from or out of the Collateral, 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, liquidated damages upon 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 Collateral, 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 sublessees or occupants of the Collateral, all such moneys, rights and claims described in this subparagraph (c) being hereinafter referred to as the "Rents"; provided, however, that so long as no Event of Default has occurred under this Mortgage, the Mortgagor shall have the right under a license granted hereby (but limited as provided in Section 8.07 of this Mortgage) to collect, receive and retain the Rents (but not prior to accrual thereof); and

(d) 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 proceeding in any state or federal court and any and all payments made by lessees in lieu of rent, the Mortgagor hereby appointing the Mortgagee as the Mortgagor's irrevocable attorney-in-fact to appear in any action and collect any such award, dividend or other payment.

#### V.

(Other)

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 the Mortgagee as and for additional security hereunder by the Mortgagor or by anyone in the behalf of, or with the written consent of, the Mortgagor.

All of the property described in the foregoing Granting Clauses I through V, both inclusive, is herein sometimes together referred to as the "Collateral."

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

### **ARTICLE III**

#### **Representations and Warranties**

To induce the Mortgagee to enter into the Loan Agreement and to advance the proceeds of the Notes to the Mortgagor, the Mortgagor represents and warrants that:

(1) Valid Title and Related Warranties. The Mortgagor is lawfully seized of an indefeasible estate in fee simple in and to, and good title to, the Mortgaged Realty; the Mortgagor has a good right to sell and mortgage the Collateral; the Collateral is subject to no liens, encumbrances or security interests other than Permitted Encumbrances; and the Mortgagor will forever warrant and defend the title to the Collateral unto the Mortgagee against the claims of all persons whomsoever, except those claiming under Permitted Encumbrances.

(2) Maintenance of Lien Priority. The Mortgagor shall take all steps necessary to preserve and protect the validity and priority of the liens on and security interests in the Collateral created hereby. The Mortgagor shall execute, acknowledge and deliver such additional instruments as the Mortgagee may deem necessary in order to preserve, protect, continue, extend or maintain the lien and security interest created hereby as a lien on and security interest in the Collateral subject only to Permitted Encumbrances, except as otherwise permitted under the terms of this Mortgage. All costs and expenses incurred in connection with the protection, preservation, continuation, extension or maintaining of the liens and security interests hereby created shall be paid by the Mortgagor.



## **ARTICLE IV**

### **Covenants of Mortgagor**

#### **SECTION 4.01 Payment of Taxes and Other Assessments**

The Mortgagor will pay or cause to be paid all taxes, assessments and other governmental, municipal or other public dues, charges, fines or impositions imposed or levied upon the Collateral 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 Collateral 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 Mortgagee or, in the case of mortgage filing privilege taxes, pay to the Mortgagee an amount equal to the taxes. The Mortgagor may, at its 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 is levied, assessed or imposed by any governmental authority on the Mortgagee as a legal holder of any of the Obligations or any interest in this Mortgage (other than federal and state income taxes), then unless all such taxes and assessments are paid by the Mortgagor promptly after they become due and payable but in any event before they become delinquent (and in the opinion of counsel for the Mortgagee, such payment by the Mortgagor is lawful and does not place the Mortgagee in violation of any law), the Mortgagee may, at its option, declare the existence of an Event of Default under this Mortgage.

#### **SECTION 4.02 Insurance**

(a) The Mortgagor shall keep or cause to be kept the Collateral insured against loss or damage by 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 Mortgagee (including but not limited to builder's risk during any period of construction or repair of the Collateral), in such amounts, in such manner and in such companies as the Mortgagee may reasonably 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 commencing 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 furnish to the Mortgagee insurance certificates, in form and substance satisfactory to the Mortgagee,

evidencing compliance by the Mortgagor with the terms of this Section and, upon the request of the Mortgagee at any time, the Mortgagor shall furnish the Mortgagee with photostatic copies of the policies required by the terms of this Section. 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 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 it 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. 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 Mortgagee evidence of the payment of such premiums.

(b) If the Collateral or any part thereof is damaged or destroyed by fire or other casualty, the Mortgagor shall, as promptly as practicable, repair, rebuild, restore or replace the property damaged or destroyed (herein referred to as the "Restoration Work"). If the amount of loss proceeds of insurance on the Collateral available to pay the costs of such Restoration Work is not sufficient for such purpose, the Mortgagor shall complete the Restoration Work at their own expense.

(c) If the loss proceeds from insurance payable with respect to any casualty are equal to or less than the lesser of (1) \$100,000 or (2) 10% of the principal amount of the Obligations then outstanding such loss proceeds shall be payable to the Mortgagor and shall be applied by the Mortgagor either to pay the costs of the Restoration Work or to prepay the Obligations.

(d) If the loss proceeds from insurance payable with respect to any casualty are greater than the lesser of (1) \$100,000 or (2) 10% of the principal amount of the Obligations then outstanding such loss proceeds shall be paid to the Mortgagee and, after first applying such loss proceeds to the payment of all costs and expenses (including attorneys' fees) reasonably incurred by the Mortgagee in obtaining such loss proceeds, shall be applied as follows:

(1) If no Event of Default shall have occurred and be continuing, such proceeds shall be held by the Credit Obligor for the benefit of the User and applied to such of the Restoration Work as is necessary to restore the Collateral to substantially the same condition, character and value thereof existing immediately prior to such casualty with such changes, modifications, and alterations as the User may approve and as shall not impair the operating unity or productive capacity thereof, but only upon satisfaction of each of the following conditions:

(i) If the estimated costs of the Restoration Work (as reasonably estimated by an architect or engineer approved by the Credit Obligor in the exercise of reasonable discretion) shall exceed the insurance proceeds available, the User shall either deposit with the Credit Obligor the amount of such deficit or furnish a satisfactory bond of completion or other evidence satisfactory to the Credit Obligor of the User's ability to meet such excess costs;



(ii) The Credit Obligor shall be furnished for its approval (not to be unreasonably withheld) (A) an estimate of the cost of Restoration Work, accompanied by the certification of the cognizant architect or engineer as to such costs and appropriate final plans and specifications for such restoration and (B) evidence that the Collateral to be so restored will, when completed, fully comply with all zoning, environmental, building laws, ordinances and regulations and other requirements of each Governmental Authority having jurisdiction;

(iii) Disbursement of the proceeds during the course of the Restoration Work shall be upon the certification of the cognizant architect or engineer as to the cost of materials furnished and work done and evidence that such work and materials are free and clear of liens; no payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed or materials furnished and incorporated into the structure from time to time; and at all times the undisbursed balance of said proceeds, together with all amounts deposited, bonded or otherwise funded pursuant to this Section 4.03(d), shall be sufficient to pay for the cost of completion of the Restoration Work, free and clear of liens; and

(iv) Final payment shall be made upon receipt by the Credit Obligor of a certification by the cognizant architect or engineer as to the completion substantially in accordance with the approved plans and specifications, the issuance of a permanent certificate of occupancy (or local equivalent), and receipt by the Credit Obligor of proof, to the reasonable satisfaction of the Credit Obligor, of final payment in full of all mechanics, materialmen or any other persons who have provided services in connection with the Restoration Work.

(2) If an Event of Default shall have occurred and be continuing, or if the foregoing conditions are not satisfied, then all insurance proceeds may be retained and applied by the Credit Obligor toward payment of all or part of the Obligations in such order as the Credit Obligor may determine. Any excess proceeds after completion of the Restoration Work shall be paid to or at the direction the User.

(3) The architect or engineer referenced in this Section 4.03(d) may be independent or may (but is not required to ) be employed by any contractor for the Restoration Work, as determined by the User and approved by the Credit Obligor in the exercise of reasonable discretion.

#### **SECTION 4.03 Condemnation Awards**

The entire proceeds of any Condemnation Award shall be paid to the Mortgagee and, after first applying such award to the payment of all costs and expenses (including attorneys' fees) reasonably incurred by the Mortgagee in the collection thereof shall be applied as provided

in Sections 4.02(c) or (d), as applicable, with respect to the amount of such proceeds. No such application, holding in reserve or release shall cure or waive any default of the Mortgagor.

#### **SECTION 4.04 Waste, Demolition, Alteration or Replacement**

The Mortgagor will cause the Collateral and every part thereof to be maintained, preserved and kept in safe and good repair, working order and condition, will not commit or permit waste thereon, will not remove, demolish or materially alter the design or structural character of any building now or hereafter erected on the Mortgaged Realty without the express prior written consent of the Mortgagee, will comply with all laws and regulations of any Governmental Authority with reference to the Collateral and the manner and use of the same, and will 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 preserved and maintained. The Mortgagor agrees not to remove any of the fixtures or personal property included in the Collateral unless the same is immediately replaced with like property of at least equal value and utility.

#### **SECTION 4.05 Compliance by Mortgagor with Terms of Other Financing Documents**

The Mortgagor shall comply, fully and faithfully, with all obligations under the other Financing Documents. If the Mortgagor fails or refuses to do so, the Mortgagee may, but shall not be required to, perform any and all of such obligations of the Mortgagor under the other Financing Documents, including but not limited to the payment of any or all sums due from the Mortgagor thereunder. Any sums so paid by the Mortgagee shall constitute part of the Obligations and shall be secured hereby.

#### **SECTION 4.06 Environmental Compliance**

(a) The Mortgagor shall (1) not, and shall not permit any other person to, bring any Hazardous Substances onto the Mortgaged Realty except any such Hazardous Substances that are used in the ordinary course of the contemplated businesses as to be conducted on the Mortgaged Realty and that are handled, stored, used and disposed of in accordance with applicable Environmental Laws; (2) if any other Hazardous Substances are brought or found on the Mortgaged Realty, immediately remove and properly dispose of the same in accordance with applicable Environmental Laws; (3) cause the Mortgaged Realty and the operations conducted thereon (including all operations conducted thereon by other persons) to comply with all Environmental Laws; (4) permit the Mortgagee from time to time to inspect the Mortgaged Realty and observe the operations thereon; (5) undertake any and all preventive, investigatory and remedial action (including emergency response, removal, clean up, containment and other remedial action) that is (A) required by any applicable Environmental Law or (B) necessary to prevent or minimize any property damage (including damage to any of the Mortgaged Realty), personal injury, or harm to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Mortgaged Realty or the



operations on the Mortgaged Realty; (6) promptly give notice to the Mortgagee in writing if the Mortgagor should become aware of (A) any spill, release or disposal of any Hazardous Substances, or imminent threat thereof, at the Mortgaged Realty, in connection with the operations on the Mortgaged Realty, or at any adjacent property that could migrate to, through or under the Mortgaged Realty, (B) any violation of Environmental Laws regarding the Mortgaged Realty or operations on the Mortgaged Realty, and (C) any investigation, claim or threatened claim under any Environmental Law, or any notice of violation under any Environmental Law, involving the Mortgagor or the Mortgaged Realty; and (7) deliver to the Mortgagee, at the Mortgagee's request, copies of any and all documents in the Mortgagor's possession or to which the Mortgagor has access relating to Hazardous Substances or Environmental Laws and the Mortgaged Realty, and the operations on the Mortgaged Realty, including laboratory analyses, site assessments or studies, environmental audit reports and other environmental studies and reports.

(b) If the Mortgagee at any time reasonably believes that the Mortgagor is not complying with all applicable Environmental Laws or the requirements hereof regarding the same, or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Mortgaged Realty, the Mortgagee may require the Mortgagor to furnish to the Mortgagee an environmental audit or site assessment reasonably satisfactory to the Mortgagee with respect to the matters of concern to the Mortgagee. Such audit or assessment shall be performed at the expense of the Mortgagor by a qualified consultant approved by the Mortgagee.

(c) The Mortgagor hereby warrants that, to the best of the information, knowledge and belief thereof (1) there are no civil, criminal or administrative environmental proceedings involving the Mortgaged Realty that are pending or threatened; (2) there are no facts or circumstances that might give rise to such a proceeding in the future; (3) the Mortgaged Realty is in compliance with all applicable federal, state and local statutory and regulatory environmental requirements; and (4) the Mortgaged Realty is free from any and all Hazardous Substances.

(d) The Mortgagor shall defend, indemnify and save harmless the Mortgagee from and against any and all liabilities, claims, causes of action, judgments, damages, fines, penalties, response costs, and other losses, costs and expense of any nature whatsoever, including reasonable attorneys' fees and costs of investigation and litigation, asserted against or suffered by the Mortgagee that are related to or arise out of or result from any violation of, or non-compliance of the Mortgaged Realty with, Environmental Laws, or the presence of Hazardous Substances now or hereafter on or under or included in the Mortgaged Realty, and any investigation, clean up or removal of, or other remedial action or response costs with respect to, any Hazardous Substances now or hereafter located on or under or included in the Mortgaged Realty, or any part thereof, that may be required by any Environmental Law or Governmental Authority (specifically including without limitation any and all liabilities, damages, fines, penalties, response costs, investigatory or other costs pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.

Sections 9601 et seq.) and including without limitation claims alleging non-compliance with Environmental Laws which seek relief under or are based on state or common law theories such as trespass or nuisance.

(e) The provisions of this Section 4.06 shall survive the payment of the Obligations in full and the termination, satisfaction, release (in whole or in part) or the foreclosure of this Mortgage and shall remain in full force and effect with respect to claims and losses asserted against or suffered by the Mortgagee based upon events or occurrences happening on or before such payment and termination until commencement of an action with respect to such event or occurrence shall be prohibited by law.

## **ARTICLE V**

### **Transfer of, or Liens on, Collateral**

The Mortgagor covenants and agrees that it will not, without the express prior written consent of the Mortgagee, sell, transfer, convey or otherwise dispose of, or create, or permit or suffer to exist, any lien, security interest or other encumbrance (other than Permitted Encumbrances) on, all or any part of the Collateral (including but not limited to any Leases and Rents) or any interests therein, it being expressly understood and agreed that a violation of the provisions of this Article V shall constitute an Event of Default under this Mortgage. Any sale, transfer, conveyance, other disposition or act of creating, permitting or suffering to exist any lien, security interest or other encumbrance in violation of this Article V shall be null, void and of no effect.

## **ARTICLE VI**

### **Defeasance**

If (i) the Mortgagor shall pay in full and discharge all the Obligations and (ii) the Mortgagor shall then have kept and performed each and every obligation, covenant, duty, condition and agreement contained in any of the Financing Documents imposed on or agreed to by it; then this Mortgage and the grants and conveyances contained herein shall become null and void, and the Collateral shall revert to the Mortgagor, and the entire estate, right, title and interest of the Mortgagee shall thereupon cease; and the Mortgagee 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 and terminating all financing statements filed in connection herewith; otherwise, this Mortgage shall remain in full force and effect.

## **ARTICLE VII**

### **Events of Default**

The occurrence of any one or more of the following shall constitute an event of default (an "Event of Default") under this Mortgage (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any Governmental Authority):

(1) default in the performance, or breach, of any covenant, condition or agreement on the part of the Mortgagor contained in Sections 4.01, or 4.02, or Article V hereof; or

(2) default in the performance, or breach, of any covenant or warranty of the Mortgagor in this Mortgage (other than a default in the performance or breach of a covenant or warranty which is elsewhere in this Section specifically described), and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Mortgagor by the Mortgagee a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder; or

(3) the interest of the Mortgagee in the Collateral shall become endangered by reason of the enforcement of any prior lien or encumbrance thereon or right with respect thereto (other than Permitted Encumbrances);

(4) the lien or security interest created by this Mortgage is invalid or unenforceable as to any part of the Obligations or is invalid or unenforceable as to any part of the Collateral; or

(5) the occurrence of an event of default, as therein defined, under any other Financing Document and the expiration of the applicable grace period, if any, specified therein.

## **ARTICLE VIII**

### **Rights of Mortgagee Upon Default**

#### **SECTION 8.01 Acceleration of Indebtedness**

If an Event of Default exists, the Mortgagee, at its sole option, may by notice to the Mortgagor, effective upon dispatch, declare all of the Obligations to be forthwith due and payable, whereupon all the Obligations shall become and be forthwith 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 exercise any or all of its rights and remedies under this Mortgage and the Financing Documents and available at law or equity.

#### **SECTION 8.02 Operation of Collateral by Mortgagee**

In addition to all other rights herein and in the Financing Documents conferred on the Mortgagee, if an Event of Default exists, 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 Collateral, 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 Collateral.

#### **SECTION 8.03 Judicial Proceedings; Right to Receiver**

If an Event of Default exists, the Mortgagee, in lieu of or in addition to exercising the power of sale hereinafter given, may proceed by suit for a foreclosure of its lien on and security interest in the Collateral, to sue the Mortgagor for damages on account of or arising out of said default or breach, or to sue the Mortgagor for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy, whether under this Mortgage, the other Financing Documents, or otherwise. 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 Collateral, with power to lease and control the Collateral and with such other powers as may be deemed necessary.

#### **SECTION 8.04 Foreclosure Sale**

This Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and the Mortgagee shall be authorized, at its option, whether or not possession of the Collateral 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 together with a description of the property to be sold by publication in some newspaper published in Shelby County, Alabama, to sell, or cause to be sold, all and singular the Collateral, and all the estate, right, title and interest therein, in front of the courthouse door of the Shelby County Courthouse in Columbiana, Alabama, at public outcry, between the hours of 11:00 A.M. and 4:00 P.M., local time, to the highest bidder for cash, or otherwise foreclose this mortgage as provided by applicable law. The Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Collateral, 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 Collateral, 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. If the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Collateral 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 Collateral not previously sold shall have been sold or all the Obligations shall have been paid in full. The Mortgagor hereby waives any equitable rights available to it with respect to marshalling of assets hereunder, or to require the Mortgagee to exhaust its remedies against any other party.

#### **SECTION 8.05 Personal Property and Fixtures**

(a) The Mortgagee shall have and may exercise with respect to any or all of the Personal Property and Fixtures all rights, remedies and powers of a mortgagee under Alabama law or a secured party under the Alabama Uniform Commercial Code with reference to the Personal Property and Fixtures 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 Personal Property and Fixtures 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 Personal Property and Fixtures or their value and without the necessity of a court order. The Mortgagee shall have, among other rights, the right to take possession of the Personal Property and Fixtures 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 in its sole discretion, to repair, restore or otherwise prepare the Personal Property and Fixtures for sale or lease or other use or disposition. To the extent permitted by law, the Mortgagor expressly waives any notice of sale or any other disposition of the Personal Property and Fixtures 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 Personal Property and Fixtures 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 notice is given in accordance with the provisions of Section 9.08 below, at least ten 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.

(b) The Mortgagor agrees that the Mortgagee may sell or dispose of the Personal Property and Fixtures in accordance with the rights and remedies granted under this Mortgage with respect to the real property covered hereby. The Mortgagor hereby grants to the Mortgagee the right, at its option after default by the Mortgagor, to transfer at any time to itself or its nominee the Personal Property and Fixtures or any part thereof and to receive the monies,

income, proceeds and benefits attributable to the same and to hold the same as additional Collateral or to apply it on the Obligations in such order 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 Personal Property and Fixtures 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.

#### **SECTION 8.06 Conveyance After Sale**

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

#### **SECTION 8.07 Rents and Leases**

(a) If an Event of Default exists, the Mortgagee, 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):

(1) to terminate the license granted to the Mortgagor in Article II hereof to collect the Rents, and, without taking possession, in the Mortgagee'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 Obligations in such order and amounts as the Mortgagee may choose (or hold the same in a reserve as security for the Obligations);

(2) 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 Collateral or any part thereof for the account of the Mortgagor, make, modify, enforce, cancel or accept surrender of any Sublease, remove and evict any sublessee, increase or reduce rents, decorate, clean and make repairs, and otherwise do any act or incur any cost or expenses the Mortgagee 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 Collateral (including payment of reasonable management, brokerage and attorney's fees) and payment of the Obligations in such order and amounts as the Mortgagee may choose (or hold the same in reserve as security for the Obligations);

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



(b) The collection of the Rents and application thereof (or holding thereof in reserve) as aforesaid or the entry upon and taking possession of the Collateral 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 Mortgagee, once exercised, shall continue for so long as the Mortgagee shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured the original default. If the Mortgagee 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.

#### **SECTION 8.08 Application of Proceeds**

All payments then held or thereafter received by the Mortgagee as proceeds of the Collateral, 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:

(1) to the payment of all costs and expenses of any kind then or thereafter at any time reasonably incurred by the Mortgagee in exercising its rights under this Mortgage and under any of the Financing Documents or otherwise reasonably incurred by the Mortgagee in collecting or enforcing payment of the Obligations, as well as to the payment of any other amount then or thereafter at any time owing by the Mortgagor to the Mortgagee under any of the Financing Documents or under this Mortgage, all in such priority as among such principal, interest, costs, fees, expenses and other amounts as the Mortgagee shall elect;

(2) any balance remaining after payment in full of all amounts referred to in paragraph (1) above shall be applied by the Mortgagee to any other Obligations then owing by the Mortgagor to the Mortgagee;

(3) any balance remaining after payment in full of all amounts referred to in paragraphs (1) and (2) above shall be paid by the Mortgagee to the Mortgagor or to whomever else may then be legally entitled thereto.

#### **SECTION 8.09 Multiple Sales**

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 all of the Obligations due. Any such sale may be made subject to the unmatured part of the Obligations, and such sale, if so made, shall not in any manner affect the unmatured part of the Obligations, but as to such unmatured part of the Obligations this Mortgage shall remain in full force and effect as though no sale had been made under the provisions of this Section. Several sales may be made under the provisions of this Section without exhausting the right of sale for any remaining part of the Obligations whether then matured or unmatured, the purpose hereof

being to provide for a foreclosure and sale of the Collateral for any matured part of the Obligations without exhausting any power of foreclosure and the power to sell the Collateral for any other part of the Obligations, whether matured at the time or subsequently maturing.

#### **SECTION 8.10 Waiver of Appraisal 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 appraisal before sale of any portion of the Collateral (commonly known as appraisal laws) or (ii) any extension of time for the enforcement of the collection of the Obligations or any creation or extension of a period of redemption from any sale made in collecting the Obligations (commonly known as stay laws and redemption laws).

### **ARTICLE IX**

#### **Provisions of General Application**

#### **SECTION 9.01 General Provisions Regarding Remedies**

(a) The exercise by the Mortgagee 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 and security interest granted by this Mortgage, either on any matured portion of the Obligations or for the whole of the Obligations, 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.

(b) No failure or delay on the part of the Mortgagee 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.

(c) The remedies provided in this Mortgage and in the Financing Documents are cumulative and not exclusive of any remedies provided by law.

(d) No amendment, modification, termination or waiver of any provisions of this Mortgage or the Financing Documents, nor consent to any departure by the Mortgagor therefrom, shall be effective unless the same shall be in writing and signed by an officer of the Mortgagee, and then such waiver of consent shall be effective only in the specific instance and for the specific purpose for which given.

(e) 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.



## **SECTION 9.02 Landlord-Tenant Relationship**

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

## **SECTION 9.03 Enforceability**

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

## **SECTION 9.04 Application of Payments**

If the lien or the security interest created by this Mortgage is invalid or unenforceable as to any part of the Obligations or is invalid or unenforceable as to any part of the Collateral, the unsecured or partially secured portion of the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the Obligations, 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 Obligations that is not secured or not fully secured by the lien or security interest created hereby.

## **SECTION 9.05 Advances by Mortgagee**

If the Mortgagor shall fail to comply with the provisions of any term or covenant herein contained, the Mortgagee may (but shall not be required to) make advances to perform the same, and where necessary enter or take possession of the Collateral for the purpose of performing any such term or covenant. The Mortgagor agrees to repay all sums advanced upon demand, with interest from the date such advances are made (to the fullest extent permitted by applicable law), at the rate for overdue installments under the Notes, and all sums so advanced, with interest, shall be secured hereby.

## **SECTION 9.06 Release or Extension by Mortgagee**

The Mortgagee, without notice, may release any part of the Collateral or any person liable for the Obligations without in any way affecting the rights of the Mortgagee hereunder as to any part of the Collateral not expressly released and may agree with any party with an interest in the Collateral to extend the time for payment of all or any part of the Obligations or to waive the prompt and full performance of any term, condition or covenant of this Mortgage or the other Financing Documents.

## **SECTION 9.07 Partial Payments**

Acceptance by the Mortgagee of any payment of less than the amount due on the Obligations 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 Obligations 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 existence of an Event of Default.

## **SECTION 9.08 Addresses for Notices**

(a) Any request, demand, authorization, direction, notice, consent, or other document provided or permitted by this Mortgage to be made upon, given or furnished to, or filed with, the Mortgagor or the Mortgagee shall be sufficient for every purpose hereunder if in writing and (except as otherwise provided in this Mortgage) either (i) delivered personally to the party or, if such party is not an individual, to an officer, or other legal representative of the party to whom the same is directed, or (ii) mailed by certified mail, postage prepaid and addressed as follows:

- (1) if to the Mortgagor, at

c/o Supreme Beverage Company, Inc.  
3217 Messer-Airport Highway (35222)  
P.O. Box 2725 (35202)  
Birmingham, Alabama

- (2) if to the Mortgagee, at

AmSouth Bank of Alabama  
1900 5th Avenue North (35203)  
P.O. Box 11007 (35288)  
Birmingham, Alabama

Attn: Metro Commercial Banking

The Mortgagor and the Mortgagee may specify a different address for the receipt of such documents by mail by giving notice in writing of the change in address to the other parties identified in this subsection.

(b) Any such notice or other document shall be deemed to be received (i) as of the date delivered, if delivered personally in accordance with subsection (a) of this Section, or (ii) as of three days after the date deposited in the mail, if mailed in accordance with subsection (a) of this Section.

#### **SECTION 9.09 Construction of Mortgage**

This Mortgage may be construed as a mortgage, 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 security interest created hereby and the purposes and agreements herein set forth.

#### **SECTION 9.10 Effect of Headings and Table of Contents**

The article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

#### **SECTION 9.11 Date of Mortgage**

The date of this Mortgage is intended as and for a date for the convenient identification of this Mortgage and is not intended to indicate that this Mortgage was executed and delivered on said date.

#### **SECTION 9.12 Governing Law**

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

#### **SECTION 9.13 Counterparts**

This Mortgage may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

#### **SECTION 9.14 No Obligations with Respect to Leases**

The Mortgagee shall not by virtue of this Mortgage or otherwise assume any duties, responsibilities, liabilities or obligations with respect to the Leases or any of the other Collateral (unless expressly assumed by the Mortgagee under a separate agreement in writing), and this Mortgage shall not be deemed to confer on the Mortgagee any duties or obligations that would make the Mortgagee directly or derivatively liable for any person's negligent, reckless or willful conduct. The Mortgagor agrees to defend, indemnify and save harmless the Mortgagee from and against any and all claims, causes of action and judgments relating to the Mortgagor's performance of its duties, responsibilities and obligations under Leases and with respect to any of the other Collateral.

IN WITNESS WHEREOF, the Mortgagor has caused this document to be executed in its name by all of the members thereof on the date and year first above written.

**SUPREME PARTNERS, L.L.C.**

By J.B. Schellmer (L.S.)  
Member

By [Signature] (L.S.)  
Member

By Wm. M. Taylor (L.S.)  
Member



STATE OF ALABAMA     )  
                                      )  
SHELBY COUNTY         )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J.B. Schilleci Jr., whose name as member of Supreme Partners, L.L.C., an Alabama limited liability company, is signed to the foregoing Mortgage, Assignment of Leases, and Security Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Mortgage, Assignment of Leases, and Security Agreement, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 2 day of August, 1996.

Penny Lewallm  
Notary Public

NOTARIAL SEAL

My commission expires: 11/18/98

STATE OF ALABAMA     )  
                                      )  
SHELBY COUNTY         )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Benk Miree, whose name as member of Supreme Partners, L.L.C., an Alabama limited liability company, is signed to the foregoing Mortgage, Assignment of Leases, and Security Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Mortgage, Assignment of Leases, and Security Agreement, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 2 day of August, 1996.

Penny Luwallm  
Notary Public

NOTARIAL SEAL

My commission expires: 11/18/98

STATE OF ALABAMA     )  
                                      )  
SHELBY COUNTY         )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wesley M Taylor, whose name as member of Supreme Partners, L.L.C., an Alabama limited liability company, is signed to the foregoing Mortgage, Assignment of Leases, and Security Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Mortgage, Assignment of Leases, and Security Agreement, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 2 day of August, 1996.

Penny Luwallin  
Notary Public

NOTARIAL SEAL

My commission expires: 11/18/98



Exhibit "A"

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 13, township 20 South, Range 3 West, Pelham, Shelby County, Alabama, more particularly described by metes and bounds as follows:

Commence at the southeast corner of the NW¼ of the SE¼ of Section 13, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama, and run thence westerly along the south line of said quarter-quarter a distance of 442.32' to a point on the west side of a drainage canal; thence turn a deflection angle of 113°54'17" right, and run northeasterly along the west line of said canal a distance of 559.95' to a point; thence turn a deflection angle of 90°00'00" to the left and run west northwesterly a distance of 184.28' to the point of beginning of the property (shown hereon as Lot 13), being described; thence continue along last described course a distance of 179.66' to a point; thence turn a deflection angle of 92°18'03" to the right and run northeasterly a distance of 256.36' to a point; thence turn a deflection angle of 60°27'43" to the right and run northeasterly a distance of 216.91' to a point on the westerly line of a cul de sac being in a curve to the left having a radius of 80.0' and a central angle of 49°11'39"; thence run southeasterly along the arc of said curve an arc distance of 68.68' to a point; thence run southwesterly a distance of 323.30' to the point of beginning.

ALSO:

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 13, Township 20 south, Range 3 West, Pelham, Shelby County, Alabama, more particularly described by metes and bounds and follows:

Commence at the southeast corner of the NW¼ of the SE¼ of Section 13, Township 20 south, Range 3 West, Pelham, Shelby County, Alabama and run thence westerly along the south line of said quarter-quarter a distance of 442.32' to a point on the west side of a drainage canal; thence turn a deflection angle of 113°54'17" right and run Northeasterly along the west line of said canal a distance of 559.95' to the point of beginning of the property (shown hereon as Lot 12), being described; thence turn a deflection angle of 90°00'00" to the left and run west-northwesterly a distance of 184.28' to a point; thence turn a deflection angle of 103°34'07" right and run northeasterly a distance of 323.30' to a point on the southerly line of a cul de sac in a curve to the left having a radius of 80.0' and a central angle of 62°27'50"; thence run along the arc of said cul de sac curve an arc distance of 87.22' to the PRC (Point of Reverse Curve) of a curve to the right having a radius of 30.0' and a central angle of 56°56'48"; thence run along the arc of said curve an arc distance of 29.82' to the P.T. of said curve; thence continue along the tangent of last described curve a tangent distance of 2.60' to a point on the same said west line of same said canal; thence turn a deflection angle of 81°57'03" right and run southwesterly along said line of said canal a distance of 349.06' to the point of beginning.

## EXHIBIT B

### Description of Personal Property and Fixtures

Heating and air conditioning and ventilating equipment, electrical equipment, plumbing fixtures and furnishings, fire detection, suppression and extinguishment apparatus, equipment and fixtures, and building materials and supplies to be incorporated in the Collateral.

Inst # 1996-25266

Inst # 1996-25266

08/05/1996-25266  
04:01 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
029 MCD 80.50