

RECORDATION REQUESTED BY:

The Money Store Commercial Mortgage Inc.
P.O. Box 162247
Sacramento, CA 95816-2247

Inst # 1997-40932

WHEN RECORDED MAIL TO:

TMSIC/TMSCMI
P.O. Box 15143
Sacramento, CA 95851

12/17/1997-40932
08:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
28.50
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Inst # 1997-40932

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY

THIS HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT DATED 12-16-97, IS MADE BY Karsons International, Inc. (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"), Cloverleaf Motel, Inc. and Nouman Akbar Malik (sometimes referred to below as "Guarantor" and sometimes as "Indemnitor"), and The Money Store Commercial Mortgage Inc. (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a Loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Agreement. The word "Agreement" means this Hazardous Substances Certificate and Indemnity Agreement, as this Hazardous Substances Certificate and Indemnity Agreement may be modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Certificate and Indemnity Agreement

Borrower. The word "Borrower" means individually and collectively Karsons International, Inc., its successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., and other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.

Guarantor. The word "Guarantor" means individually and collectively Cloverleaf Motel, Inc. and Nouman Akbar Malik.

Hazardous Substance. The words "Hazardous Substance" are used in their very broadest sense and refer to materials that, because of their quantity, concentration or physical chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. "Hazardous Substances" include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indemnitor. The word "Indemnitor" means individually and collectively all Borrowers and Guarantors executing this Agreement.

Lender. The word "Lender" means The Money Store Commercial Mortgage Inc., its successors and assigns.

Loan. The word "Loan" or "Loans" means and includes without limitation any and all commercial loans and financial accommodations from Lender to Borrower, whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Occupant. The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

Property. The word "Property" means the following described real property, and all improvements thereon located in Shelby County, the State of Alabama:

See Exhibit "A", attached hereto and incorporated herein by this reference.

The Real Property or its address is commonly known as **325 Highway 304, Calera, AL 35040.**

REPRESENTATIONS. The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

Use Of Property. After due inquiry and investigation, Borrower and Guarantor have no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substance by any person on, under, or about the Property.

Hazardous Substances. After due inquiry and investigation, Borrower and Guarantor have no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCB or other Hazardous Substances, whether used in construction or stored on the Property.

No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY

(Continued)

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Loan No 510283120

AFFIRMATIVE COVENANTS. Subject to disclosures made and accepted by Lender in writing, Indemnitor hereby covenants with Lender as follows:

Use Of Property. Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances.

Compliance with Environmental Laws. Indemnitor shall cause the Property and the operations conducted thereon to comply with all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals thereof and shall notify Lender of any expiration or revocation of such permits or authorizations.

Preventive, Investigatory and Remedial Action. Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Loan default rate, or in the absence of a default rate, at the Loan interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

Notices. Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (a) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (b) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property operations conducted on the Property.
- (c) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (d) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (e) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

Access to Records. Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

Inspections. Lender reserves the right to inspect and investigate the Property and operations thereon at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Indemnitor or to any other person.

INDEMNITOR'S WAIVER AND INDEMNIFICATION. Indemnitor hereby indemnifies and holds harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents against any and all claims demands, losses, liabilities, costs and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, or (b) on account of injury to any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant contained in this Agreement, (ii) the violation of any Environmental Laws, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill disposal or other handling of Hazardous Substances on the Property, (iv) the contamination of any of the Property by Hazardous Substances by any means whatsoever (including without limitation any presently existing contamination of the Property), or (v) any costs incurred by Lender pursuant to this Agreement. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

PAYMENT: FULL RECOURSE TO INDEMNITOR. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for Indemnitor's obligations hereunder as they become due to Lender under this Agreement. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Loan default rate, or in the absence of a default rate, at the Loan interest rate.

SURVIVAL. The covenants contained in this Agreement shall survive (a) the repayment of the Loan, (b) any foreclosure, whether judicial or nonjudicial, of the Property, and (c) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

ADDITIONAL PROVISIONS. In the event that Borrower fails to perform any necessary preventive, investigatory or remedial action to the satisfaction of

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY
(Continued)

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Loan No 510283120

Lender within the period of time stated in Lender's notice, Lender may declare a default of the loan under the terms and conditions contained in the Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of California. Except as set forth hereinafter, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, except and only to the extent of procedural matters related to the perfection and enforcement by Lender of its rights and remedies against the Property, which matters shall be governed by the laws of the State of Alabama. However, in the event that the enforceability or validity of any provision of this Agreement is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision.

Attorneys' Fees; Expenses. Indemnitor agrees to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Indemnitor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Indemnitor also shall pay all court costs and such additional fees as may be directed by the court.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Indemnitor, shall constitute a waiver of any of Lender's rights or any of Indemnitor's obligations as to any future transactions. Whenever consent by Lender is required in this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required. Indemnitor hereby waives notice of acceptance of this Agreement by Lender.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE.

INDEMNITOR:

Karsons International, Inc.

By: 

Nouman Akbar Malik, President/Secretary

INDEMNITOR:

Cloverleaf Motel, Inc.

By: 

Nouman Akbar Malik, President/Secretary

INDEMNITOR:

X 

Nouman Akbar Malik

LENDER:

The Money Store Commercial Mortgage Inc.

By: 

Authorized Officer

Attorney

This Hazardous Substances Certificate and Indemnity Agreement prepared by: X _____

Name of Signer: Amber A. Heise, Senior Loan Processor

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY
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Loan No 510283120

CORPORATE ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Nouman Akbar Malik, President/Secretary, of Karsons International, Inc.**, a corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Hazardous Substances Certificate and Indemnity Agreement, he or she, 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 16 day of December, 19 97.


Notary Public

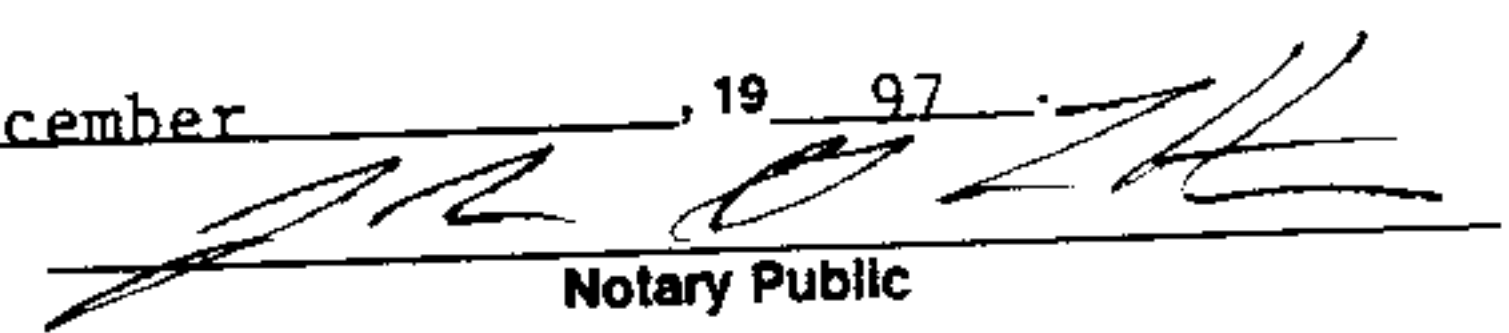
My commission expires 1-5-99

CORPORATE ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Nouman Akbar Malik, President/Secretary, of Cloverleaf Motel, Inc.**, a corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Hazardous Substances Certificate and Indemnity Agreement, he or she, 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 16 day of December, 19 97.


Notary Public

My commission expires 1-5-99

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Nouman Akbar Malik**, whose name 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 Agreement, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16 day of December, 19 97.


Notary Public

My commission expires 1-5-99

EXHIBIT "A"

All that tract or parcel of land being situated in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 22 South, Range 2 West, described as follows: Beginning at the Northeast corner of Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$, Section 4, Township 22 South, Range 2 West, run thence South 0 deg. 48 min. 37 sec. West 260 feet to a point on the state fence; thence Northwest along state fence 130 feet to a point; thence North 20 deg. 23 min. 02 sec. West 348.94 feet to a concrete right of way monument on U. S. 31; thence North 4 deg. 33 min. 04 sec. East 135.34 feet to a concrete right of way marker; thence North 9 deg. East 284.30 feet to a point; thence South 64 deg. 56 min. 47 sec. East 1127.64 feet to a point; thence North 12 deg. 34 min. 37 sec. East 51.21 feet to a point; thence North 82 deg. 26 min. 37 sec. East 320 feet to a point; thence South 68 deg. 53 min. 23 sec. East 119.34 feet to a point; thence South 0 deg. 48 min. 37 sec. West 160.34 feet to a point; thence South 38 deg. 48 min. 21 sec. West 387.66 feet to a point on a paved road; thence Northwest along road approximately 925 feet to a point; thence North 89 deg. 25 min. 24 sec. West 295.51 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT the following parcel of land:

Begin at the Northeast corner of Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 4, Township 22 South, Range 2 West, run thence South 0 deg. 48 min. 37 sec. West 260 feet to a point on the State fence; thence Northwest along state fence 130 feet to a point; thence North 20 deg. 23 min. 02 sec. West 348.94 feet to a concrete right of way monument on the South line of an unnamed county road; thence in a southeasterly direction along the South line of said unnamed county road to a point where it intersects with the North line of the Southeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of said Section 4; thence North 89 deg. 25 min. 24 sec. West 295.51 feet along said North line of Southeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ to the point of beginning; being situated in the Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$; Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama.

ALSO KNOWN AS Lots 1 through 9, inclusive, according to the map of Malik Subdivision, as recorded in Map Book 20, Page 146, in the Probate Office of Shelby County, Alabama.

ADDENDUM

Karsons International, Inc.

DATE: 12-16-97

This Addendum is to all loan documents between Karsons International, Inc. (Borrower) and The Money Store Commercial Mortgage Inc. (Lender).

1. The Money Store Commercial Mortgage Inc. (TMSCMI) agrees to monthly payments of interest only until a Certificate of Occupancy (COO) is issued on the Holiday Inn Express (Motel), at which time the then existing principal and interest due will be amortized for a period of twenty-five (25) year, borrower will pay principal and interest. The loan will become due and payable five (5) years from the date of the COO.
2. Borrower has agreed to sell and close escrow on the remaining Calera property located on the north side of the motel further described as Lots 1 through 8 of the Malik subdivision within 24 months of the issuance of the COO on the Motel. Borrower further agrees to list for sale the remaining Calera property within 12 months of the issuance of the COO on the motel. Borrower will be required to obtain written approval from TMSCMI relative to Net sales proceeds generated from the sale of the remaining Calera property. Net sales proceeds is defined as the gross sales price, less real estate commissions, title and escrow charges, and property taxes. Upon closing of each lot or combination of lots, TMSCMI agrees to allow Borrower the use of Net sales proceeds in an amount equal to the estimated capital gains tax liability incurred by Borrower from the sale of the Calera property. These funds shall be deposited in an account for the sole purpose of payment of the capital gains taxes on the Calera property and all funds remaining after payment of these taxes will be applied to reduce the principal balance of the loan. All other Net sales proceeds generated from the sale of the Calera property will be applied to reduce the principal balance of the loan.
3. Within four (4) years of issuance of the COO for the Motel, Borrower agrees to provide within four (4) years of issuance of the COO for the motel evidence satisfactory to TMSCMI of their ability to re-pay the loan in full within the five (5) year period. A primary objective of TMSCMI is to receive payment in full of the new loan within five (5) years. Borrower understands that should the loan not be paid in full within five (5) years from issuance of the COO for the motel borrower will be in default on all loans.

4. Borrower agrees to provide a Letter of Credit acceptable to Lender, in the amount of at least \$40,000.00.
5. All of Lender's Project loans are to be guaranteed by Nouman Malik and Cloverleaf Motel, Inc., as and where designated by Lender.
6. Borrower shall make a good faith effort to make additional payments to TMSDMI from the profits of the motel and Cloverleaf Motel, Inc.
7. Application of any remaining contingency funds or other undisbursed funds from any remaining Project loan shall be applied to any Project loan at Lender's sole discretion and in accordance with SBA and CDC designations.
8. Borrower agrees any money or other financial gain received as a result of any settlements, judgments, claims, or other issues resolved in connection with the Project will be applied to the principal outstanding balance of any remaining Project loan at Lender's sole discretion.
9. Borrower agrees to execute all documents required for this loan and Amendments to other project loans as required by Lender.
10. Borrower agrees to pay a loan fee in the amount of \$9,853.00 out of pocket, concurrent with the closing of the loan.
11. Borrower agrees to continue to abide by all terms and condition of the existing Project loans, as well as any other conditions imposed by the SBA and the CDC.
12. A & H Construction, Inc. to subordinate to TMSDMI's loan.
13. Lender to obtain Title Insurance satisfactory to Lender.
14. Value engineering cost savings clause showing split of cost savings between contractor and borrower satisfactory to Lender, with the savings to Borrower to be transferred directly and in total to Lender, to be applied to reduce the outstanding principal of the loan

ACKNOWLEDGED AND AGREED

Borrower:

Karsons International, Inc.

By: _____


A. H. Malik

Date: 12-16-97

Nouman Akbar Malik, President/Secretary

Lender:

The Money Store Commercial Mortgage, Inc.

By: 
~~Terri Burrows, AVP/Processing Manager~~
John G. Lowther, Attorney

Date: 12-16-97

Guarantors:


Nouman Akbar Malik

Date: 12-16-97

Cloverleaf Motel, Inc.

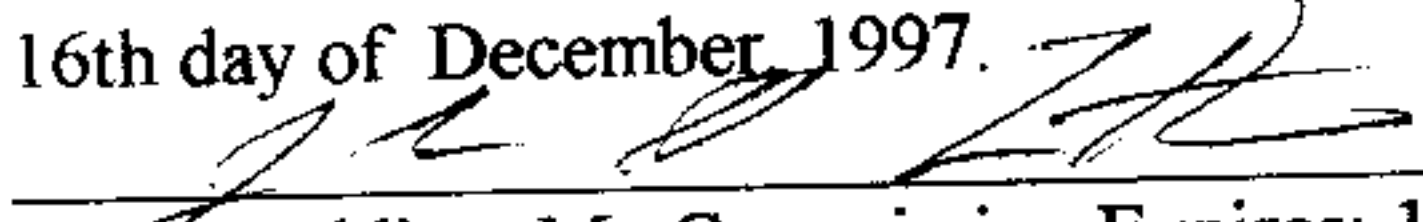
By: 
Nouman Akbar Malik, President/Secretary

Date: 12-16-97

State of Alabama

Jefferson County


I, John G. Lowther, a Notary Public in and for said County, in said State, hereby certify that Nouman Akbar Malik, as President of Karsons International, Inc., a corporation whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in his capacity as aforesaid. Given under my hand this the 16th day of December, 1997.


Notary Public My Commission Expires: 1-5-99

State of Alabama

Jefferson County

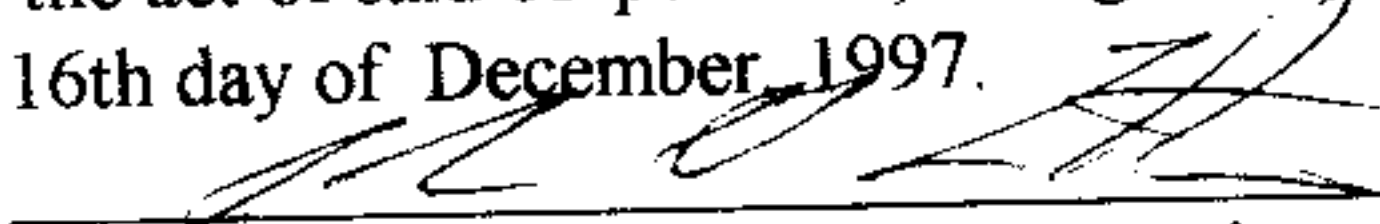
I, John G. Lowther, a Notary Public in and for said County, in said State, hereby certify that Nouman Akbar Malik whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he, executed the same voluntarily. Given under my hand and seal his 16th day of December, 1997.


Notary Public My Commission Expires: 1-5-99

State of Alabama

Jefferson County

I, John G. Lowther, a Notary Public in and for said County, in said State, hereby certify that Nouman Akbar Malik, as President of Cloverleaf Motel, Inc., a corporation whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in his capacity as aforesaid. Given under my hand this the 16th day of December, 1997.


Notary Public My Commission Expires: 1-5-99

State of Alabama

Jefferson County

I, Carole Lynne Sullivan, a Notary Public in and for said County, in said State, hereby certify that John G. Lowther, as Attorney for The Money Store Commercial Mortgage, Inc., a corporation whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such attorney, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in his capacity as aforesaid. Given under my hand this the 16th day of December, 1997.


Notary Public My Commission Expires: 4-19-97

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