
PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT

Mortgagor: BHS, L.L.C.
An Alabama Limited Liability Company

Mortgagee: CMS HOLDINGS
CORPORATION,
A Delaware Corporation

STATE OF ALABAMA)
 :
SHELBY COUNTY)

THIS PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT (herein called the "Mortgage") made as of this 15th day of June, 1998, by BHS, L.L.C., an Alabama limited liability company, as Mortgagor (herein called the "Borrower") to CMS HOLDINGS CORPORATION, a Delaware corporation (herein, together with its successors and assigns, called the "Lender").

Simultaneously with the execution hereof, the Lender is making an extension of credit to the Borrower in the principal amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) (herein called the "Loan"), evidenced by a Purchase Money Mortgage Note of even date herewith (herein called the "Note"). In consideration of the Loan and as security therefor, the Borrower has this day executed various documents in favor of the Lender including, without limitation, the Note and an Assignment of Rents and Leases (herein called the "Assignment") (all the foregoing, together with this Mortgage, the Madison County Loan Documents and all other Loan Documents as defined in that certain Contract for Sale of even date herewith by and among the Borrower, Addiction & Mental Health Services, Inc. ("AMHS") and The Bradford Group, Inc. (the "Contract") shall be the "Loan Documents" as such term is used herein).

It is the intent of the parties hereto that this Mortgage is to secure not only all of the indebtedness and obligations owed by Borrower to Lender pursuant to the Note and this Mortgage, but also all of the indebtedness and obligations owed by Borrower to Lender pursuant to the Madison County Note and the Madison County Mortgage (as such terms are hereinafter defined) and all other indebtedness and other obligations owed by Borrower and/or AMHS to Lender in connection with or under the Contract of Sale or other Loan Documents, and the real estate herein described shall be security for such debts to the total extent even in excess thereof of the principal amount hereof.

07/06/1998-25239
12:37 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
020 HEL 2306.00

Inst # 1998-25239

NOW, THEREFORE, in consideration of the Loan and the promises and covenants contained herein, and in order to secure the payment and performance of the Secured Obligations (as hereinafter defined), and any extensions or renewals thereof and further to secure the performance of the covenants, conditions and agreements hereinafter set forth, the Borrower hereby does irrevocably grant, bargain, sell, convey, assign, alien, remise, release and confirm to the Lender, and to its successors and assigns, in fee simple, with right of entry and possession as provided below, and grants to the Lender a security interest in, the following (herein together called the "Mortgaged Property"):

(A) The land described on Exhibit "A" attached hereto and made a part hereof (the "Land") as well as all development rights, air rights, water, water rights and water stock relating to the Land, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to any of the Land, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law and in equity of the Borrower of, in and to the same, including but not limited to the other rights herein enumerated.

(B) All present and future structures, buildings, improvements and appurtenances of any kind now or hereafter situated on the Land (herein called the "Improvements") and all fixtures, fittings, apparatus, equipment and appliances of every kind and character now or hereafter attached or appertaining to the Improvements and all furniture, machinery, equipment, appliances, and other personal property of every kind and character now owned or hereafter acquired by the Borrower located on or used in connection with the Land and the Improvements, and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all furniture (including desks, tables, chairs, sofas, shelves, lockers, and cabinets), office furnishings, supplies, office machines, equipment, appliances and apparatus, all plumbing fixtures, ornamental and decorative fixtures, elevators, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking, washing and cleaning equipment and appliances, floor and window coverings and treatments (including rugs, carpets, draperies, shades, curtains, and awnings), building maintenance equipment, appliances, and apparatus, tools, implements and instruments, and sprinkling, smoke, fire and intrusion detection devices, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Mortgage, whether or not attached or affixed to the Land.

(C) All appurtenances to the Land and all rights of the Borrower in and to any streets, roads, public places, easements or rights of way relating to the Land, including, without limitation, all rights of the Borrower to any septic system, sewer line, agreements, permits, easements, equipment, licenses, resolutions and related rights pertaining to any sewer and septic system on the Land.

(D) All the rents, revenues, receipts, royalties, issues, income and profits of the Land and the Improvements and all rights of the Borrower under all present and future leases and subleases affecting the Land and the Improvements.

This instrument secures:

(1) The payment and performance of the Borrower's indebtedness and obligations under the Note, including all extensions, renewals, substitutions, modifications and replacements of the Note.

(2) The payment and performance of the obligations of the Borrower under this Mortgage and the obligations of the Borrower and other parties under any of the other Loan Documents.

(3) The payment of all sums advanced or paid out by the Lender under any provision of this Mortgage or the other Loan Documents or to protect the security of this Mortgage.

(4) The payment and performance of the obligations of the Borrower under the Madison County Mortgage and the Madison County Note.

(5) The payment and performance of the Borrower's or AMHS' obligations under the Contract and all other present and future agreements executed by the Borrower or AMHS, in favor of the Lender and relating to the Contract, the Note or any one or more of the Loan Documents.

The above items (1) through (5) are herein referred to as the "Secured Obligations."

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender and to its successors and assigns forever, subject however to the terms and conditions contained herein;

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Secured Obligations and any extension, renewal, substitution, modification or replacement thereof, shall be paid and discharged at the times and in the manner stipulated in connection therewith, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease, terminate and be void, but shall otherwise remain in full force and effect.

ARTICLE I

COVENANTS OF THE BORROWER

In addition to covenants contained elsewhere herein, the Borrower covenants and agrees with the Lender as follows:

1.1 Performance of Loan Documents. The Borrower covenants and agrees to pay, perform and observe all covenants, terms, conditions and obligations contained herein and in the other Loan Documents in accordance with their respective terms and to duly and punctually pay the principal and interest due under the Note and all other indebtedness secured hereby.

1.2 Warranty of Title. The Borrower covenants that it is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged and has good and absolute title to all existing personal property hereby mortgaged and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges and encumbrances whatsoever except as shown on the Policy of Title Insurance applicable to this Mortgage, including, as to personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements and anything of a similar nature; and that the Borrower will warrant and forever defend the title thereto unto the Lender and its successors and assigns against the claims of all persons whomsoever.

1.3 Further Assurances. After Acquired Property. The Borrower covenants and represents that all the Loan Documents executed by the Borrower have been duly executed and delivered and are valid and enforceable obligations of the Borrower in accordance with the terms thereof. The Borrower agrees to execute and deliver to the Lender on demand and at the Borrower's expense any documents, additional mortgages and instruments of further assurance required or desired by the Lender to effectuate, complete, enlarge, perfect, continue and preserve (a) the obligations of the Borrower under the Note, this Mortgage and the other Loan Documents and (b) the lien of this Mortgage as a first and prior lien upon all the Mortgaged Property, whether now owned or hereafter acquired by the Borrower. Upon any failure of the Borrower to execute and deliver any such instruments, the Lender may execute and record any such instruments for and in the name of the Borrower, and the Borrower irrevocably appoints the Lender the agent and the attorney-in-fact of the Borrower for such purpose. The lien hereof will automatically attach, without further act, to all after-acquired property attached to, made a part of or substituted for any of the Mortgaged Property.

1.4 Assignment of Leases and Rents. (a) All the existing and future rents, revenues, royalties, issues, income and profits of the Mortgaged Property that arise from its use or occupancy, including, without limitation, security deposits and advance rentals (herein together called the "Rents") and all leases, subleases or management, leasing or occupancy agreements

pertaining to the Land or the Improvements (herein together called the "Leases") are hereby absolutely and presently assigned to the Lender as further security for the Secured Obligations.

(b) The Borrower will not execute any Leases without first having received the prior written approval from the Lender of the form and content of the same. Without limiting the foregoing, any managing, leasing or similar fee shall be subordinated to the lien of this Mortgage.

(c) Without the prior written consent of the Lender, the Borrower will not accept prepayments of rent exceeding one month under any of the Leases, nor modify or amend any of the Leases, nor in any manner impair the Borrower's interest in the Rents. The Borrower will perform all covenants of the lessor under the Leases. Simultaneously with the execution hereof, the Borrower will execute and deliver to the Lender for recordation an assignment of leases in form acceptable to the Lender.

(d) If required by the Lender, the Leases must provide, in a manner approved by the Lender, that the Leases are junior and subordinate to the lien of this Mortgage, and that the tenant will recognize as its lessor any person succeeding to the interest of the Borrower upon any foreclosure of this Mortgage.

(e) Nothing herein shall render the Lender liable under any existing or future Leases, regardless of the collection of rents thereunder, for any of the covenants or agreements of the Borrower under such Leases.

1.5 Transfer Prohibited. Except as authorized pursuant to paragraph 3.1 below, if the Mortgaged Property, or any part thereof, is sold, transferred, conveyed or encumbered in any manner, voluntarily or involuntarily without the Lender's prior written consent, then such sale, transfer, conveyance, or encumbrance shall constitute a default under this Mortgage and the Lender, at its option, may declare the entire principal indebtedness plus accrued interest due and payable.

1.6 Compliance with Laws. The Borrower will promptly comply with all present and future laws, ordinances, rules, regulations and requirements of all governmental authorities having jurisdiction over the Mortgaged Property or any part thereof including, without limitation, all zoning regulations and building codes. Without the prior written consent of the Lender, the Borrower will not seek, make or consent to any change in the zoning or conditions of use of the Mortgaged Property. The Borrower will comply with and make all payments required under the provisions of any covenants, conditions or restrictions affecting the Mortgaged Property.

1.7 Books and Records. Financial Statements. Property Income and Expense Statement. The Borrower will keep true and correct financial books and records in which it will make full and correct entries of all its business activities and financial affairs and the operation of the Mortgaged Property sufficient to reflect correctly the results of all operations, leasing and other income-producing activities by the Borrower on the Mortgaged Property, and to permit the

preparation of financial statements therefrom in accordance with generally accepted accounting principles. The Lender will have the right to examine, copy and audit the Borrower's records and books of account at all reasonable times. The Borrower will deliver to the Lender at such times and in such form and containing such information as shall be required by the Lender, financial statements, including, without limitation, balance sheets, profit-and-loss statements, income and expense statements and all schedules and exhibits thereto as are customarily required by sound accounting practice. Such statements and information shall be prepared in accordance with generally accepted accounting principles by the Borrower or, at the Lender's option, by an independent certified public accountant approved by the Lender in advance of delivery of such statements and information.

1.8 Performance by the Lender. The Borrower will, at its own expense, appear in and defend any action or proceeding that might affect the Lender's security or the rights or powers of the Lender or that purports to affect any of the Mortgaged Property. If the Borrower fails to perform any covenant, condition, term or agreement contained in this Mortgage, or if any action or proceeding of any kind (including but not limited to any bankruptcy, insolvency, arrangement, reorganization or other debtor-relief proceeding) is commenced which might affect the Lender's interest in the Mortgaged Property or the Lender's right to enforce its security, then the Lender may, at its option, take any actions and disburse any sums as may be necessary or desirable to protect or enforce this Mortgage or to remedy the failure of the Borrower to perform its covenants (without, however, waiving any default of the Borrower). The Borrower agrees to pay all reasonable expenses of the Lender thus incurred (including, without limitation, fees and disbursements of counsel). Any such expenses incurred by the Lender will be additional indebtedness of the Borrower to the Lender secured by this Mortgage, will bear interest at the after-maturity rate specified in the Note and will be payable by the Borrower upon demand. The Lender shall be the sole judge of the necessity for any such actions and of the amount to be paid or expended in connection therewith. The Lender is hereby empowered to enter and to authorize others to enter upon the Land or any part thereof for the purpose of performing or observing any defaulted covenant, condition, term or agreement hereof, without thereby becoming liable to the Borrower or any party in possession holding under the Borrower. This paragraph will not be construed to require the Lender to incur any expenses or take any actions.

1.9 Personal Property. (a) This Mortgage constitutes a SECURITY AGREEMENT with respect to all personal property in which the Lender is granted a security interest hereunder and constitutes a lien on such property, and the Lender shall have all the rights and remedies of a secured party under the Alabama Uniform Commercial Code as well as all other rights and remedies available at law or in equity. The Borrower hereby agrees to execute and deliver on demand and to file with the appropriate filing officer or office such security agreements, financing statements, continuation statements or other instruments as the Lender may require in order to impose or perfect, or continue the perfection of, the lien or security interest created hereby. Upon any failure of the Borrower to execute and deliver any such instruments, the Lender may execute and record any such instruments for and in the name of the Borrower, and the Borrower irrevocably appoints the Lender the agent and the attorney-in-fact of the Borrower for such

purpose. Upon the occurrence of an Event of Default hereunder, the Lender shall have the right to cause any of the Mortgaged Property which is personal property and subject to the security interest of the Lender hereunder to be sold at any one or more public or private sales as permitted by applicable law, and the Lender shall further have all other rights and remedies, whether at law, in equity or by statute, as are available to secured creditors under applicable law. Any such disposition may be conducted by an employee or agent of the Lender. Any person, including both the Borrower and the Lender, shall be eligible to purchase any part or all of such property at such disposition.

(b) The expenses of retaking, holding, preparing for sale, selling or the like shall be borne by the Borrower and shall include the Lender's attorneys' fees and legal expenses. Upon demand of the Lender the Borrower shall assemble such personal property and make it available to the Lender at the Land, a place which is hereby deemed to be reasonably convenient to the Lender and the Borrower. The Lender shall give the Borrower at least five (5) days' prior written notice of the time and place of any public sale or other disposition of such property or of the time of or after which any private sale or other intended disposition is to be made, and if such notice is sent to the Borrower, as the same is provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notice to the Borrower.

1.10 Expenses. The Borrower will pay or reimburse the Lender for all costs and expenses (including, without limitation, attorneys' fees) incurred by the Lender in connection with the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property or any action to protect the security hereof or to enforce any provision hereof and in any situation where the Lender employs an attorney to protect the Lender's rights hereunder, whether or not legal proceedings are commenced or involved; provided, however, the Borrower shall not be responsible for any costs or expenses incurred by the Lender in defending any claims brought by the Borrower alleging breach of the Loan Documents by the Lender or some other act of malfeasance or non-feasance on the part of the Lender. Any such expenses incurred by the Lender for which the Borrower is responsible will be additional indebtedness of the Borrower to the Lender secured by this Mortgage, will bear interest at the after-maturity rate specified in the Note and will be payable by the Borrower upon demand.

1.11 Taxes, Utilities and Liens. (a) The Borrower will pay promptly when and as due, and will promptly deliver to the Lender, upon request by Lender, receipts for the payment of, all taxes, assessments, water rates, dues, charges, fines and impositions of every nature whatsoever levied, assessed or imposed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Lender in the Mortgaged Property, as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality, district or other taxing authority upon the Borrower or in respect of the Mortgaged Property or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of the Mortgage for any amounts secured hereby or would have priority over or equality with the Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof.

(b) The Borrower will promptly pay all charges by utility companies, whether public or private, for electricity, gas, water, sewer or other utilities.

(c) The Borrower will promptly pay and will not suffer any mechanic's, laborer's, statutory or other lien which might or could be prior to or equal to the lien of the Mortgage to be created or to remain outstanding upon any of the Mortgaged Property.

1.12 **Insurance.** (a) The Borrower will procure, deliver to and maintain for the benefit of the Lender during the life of this Mortgage, insurance policies in such amounts as the Lender shall require, but in no event less than the full replacement cost of all the Improvements and with no more than \$5,000 deductible from the loss payable for any casualty, with extended coverage endorsement, insuring the Mortgaged Property against fire, flood, liability, vandalism and malicious mischief, tornado, war damage (if available), collapse, loss of rents or rental value (with coverage in an amount to cover a minimum of six (6) months of fair rental value or projected gross annual rentals at 100% occupancy of the Mortgaged Property), business interruption and such other insurable hazards, casualties and contingencies as the Lender may reasonably require. If the Land is located in a flood hazard area or if required pursuant to §102 of the Flood Disaster Protection Act of 1973, flood insurance in an amount acceptable to the Lender shall also be provided by the Borrower. The policies shall include, without limitation, a "Replacement Cost Endorsement," boiler and machinery insurance covering pressure vessels, sewage treatment facilities, air tanks, boilers, machinery, pressure piping, heating, air conditioning and elevator equipment and insurance against loss of occupancy or use arising from any such breakdown. All such policies and the companies issuing them shall be acceptable to the Lender. All policies shall contain (i) a standard, non-contributory mortgagee endorsement making losses payable to the Lender and (ii) an obligation of the insurer to notify the Lender in writing not less than ten (10) days prior to any cancellation or change in coverage. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to the Lender shall be delivered to the Lender. The Borrower shall deliver to the Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Borrower in and to all insurance policies then in force shall pass to the purchaser or grantee.

(b) The Borrower is hereby authorized and empowered to adjust or compromise any loss under any insurance policies on the Mortgaged Property and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Borrower instead of to the Borrower and the Lender jointly. After deducting from said insurance proceeds any expenses incurred by it in the collection or handling of such proceeds, the Borrower may apply the net proceeds (or any portion thereof), in its sole discretion, either toward restoring the Improvements or as a credit on any portion of the indebtedness secured hereby whether then matured or to mature in the future.

1.13 Condemnation. If all or any part of the Land or the Improvements shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the Borrower shall be entitled to all compensation, awards and other payments or relief thereof. After deducting from such payments any expenses incurred by it in the collection or handling of such proceeds, the Borrower may apply the net proceeds (or any portion thereof), in its sole discretion, either toward restoring or replacing the Land or the Improvements or as a credit on any portion of the indebtedness secured hereby whether then matured or to mature in the future.

1.14 Care of the Property. Inspection. (a) The Borrower will preserve and maintain the Mortgaged Property in good condition and repair and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof or which might invalidate any insurance carried on the Mortgaged Property.

(b) Except as otherwise provided herein, no buildings, fixtures, personal property or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender. The Borrower may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, appliances, machinery, fixtures or appurtenances which are subject to the lien hereof and which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Borrower will give immediate written notice of the same to the Lender.

1.15 Estoppel Affidavits. Within ten (10) days after written request from the Lender, the Borrower shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Note and stating whether or not any offsets or defenses exist against such principal and interest, specifying the nature of the same.

1.16 Environmental Matters. (a) The Borrower represents and warrants that the Borrower and the tenants of the Mortgaged Property will fully comply with all applicable federal, state or local laws, ordinances and regulations governing or pertaining to the use, generation, manufacture, release, storage or disposal of hazardous, toxic or dangerous waste, substances or materials (herein collectively called "Hazardous Substances") defined as such in or for purposes of CERCLA and all other applicable federal, state or local laws, ordinances and regulations. The Borrower will adequately secure, protect and supervise the Mortgaged Property to prevent unregulated, unpermitted or illegal generation, manufacture, release, storage or disposal of any Hazardous Substance.

(b) The Borrower further agrees to indemnify the Lender from loss (including, without limitation, attorneys' fees) arising directly or indirectly by reason of any future violation of the

foregoing warranties, representations and agreements as the result of the use, generation, manufacture, release, storage or disposal of any Hazardous Substance on the Mortgaged Property after the closing date of this loan.

(c) The Lender shall have the right, with reasonable cause, without prior notice, to conduct an inspection of the Mortgaged Property for Hazardous Substances, including, without limitation, asbestos, at any time during the term of the Loan and in sufficient detail to permit the Lender to determine whether Hazardous Substances are present, in use or have been disposed of on the Mortgaged Property. The Borrower will pay or reimburse the Lender for all reasonable expenses incurred in connection with any environmental inspection of the Mortgaged Property and any such expenses will be additional indebtedness of the Borrower to the Lender secured by this Mortgage and will be payable on demand. The Lender is hereby empowered to enter and to authorize others to enter upon the Land or Improvements for the purpose of performing an environmental inspection, without thereby becoming liable to the Borrower or any party in possession holding under the Borrower.

ARTICLE II

EVENTS OF DEFAULT AND REMEDIES

2.1 Events of Default. The following shall be "Events of Default" hereunder, and the term "Event of Default" as used herein shall mean any one or more of the following events:

(a) The failure by the Borrower to make any payment required by the Note or by the other Loan Documents or the failure to pay any other indebtedness secured hereby, and the continuation of such failure for a period of fifteen (15) days after receipt of notice of such default;

(b) The failure by the Borrower to make any payment required by that certain Purchase Money Mortgage Note in the aggregate principal amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) (hereinafter referred to as the "Madison County Note") executed simultaneously herewith by Borrower in favor of Lender in connection with a loan (the "Madison County Loan") made by Lender relating to certain property owned by Borrower, which property is located in Madison County, Alabama (hereinafter referred to as the "Madison County Property"), and as security for said Madison County Loan, Borrower has executed various documents in favor of the Lender, including, without limitation, the Madison County Note, that certain Purchase Money Mortgage and Security Agreement in the aggregate principal amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) (hereinafter referred to as the "Madison County Mortgage"), and various other loan and security documents (the Madison County Note, the Madison County Mortgage and the various other loan and security documents being referred to collectively as the "Madison County Loan Documents"), or the failure by the Borrower to make any payment required by the Madison County Loan Documents

or the failure to pay any other indebtedness secured by the Madison County Note, and the continuation of such failure for a period of fifteen (15) days after receipt of notice of such default;

(c) The failure by AMHS to make any payment required by the terms of the Contract and the continuation of such failure for a period of fifteen (15) days after receipt of notice of such default;

(d) The failure by the Borrower to perform any other covenant, condition or agreement contained in this Mortgage and the continuation of such failure for a period of fifteen (15) days after receipt of notice of such default;

(e) The termination or suspension by the Borrower of its business, or an attachment or judicial seizure of any substantial part of the Borrower's assets;

(f) The filing by the Borrower of a voluntary petition in bankruptcy or the Borrower's adjudication as a bankrupt or insolvent, or the filing by the Borrower of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Borrower's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of the Mortgaged Property, or the Madison County Property, or of any or all of the Rents, or of any or all of the Rents (as such term is defined in the Madison County Mortgage (hereinafter referred to as the "Madison County Rents")), or the making of any general assignment for the benefit of creditors or the admission in writing of its inability to pay its debts generally as they become due;

(g) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against the Borrower seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of the Mortgaged Property or the Madison County Property or of any or all of the Rents or of any or all of the Madison County Rents, without the consent or acquiescence of the Borrower which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive);

(h) Any warranty, representation, disclosure or other statement made to the Lender by the Borrower or by any other party in any of the Loan Documents or any of the Madison Loan Documents being false or misleading in any material respect at the time made;

(i) The occurrence of any other event which under the Note, the Madison County Note, or under any other Loan Document or Madison County Loan Document constitutes a default or an Event of Default by the Borrower or other party to such Loan Document or Madison County Loan Document or gives the Lender the right to accelerate the maturity of all or any part of the indebtedness secured by this Mortgage or the Madison County Mortgage;

(j) The entry of a final judgment against the Borrower for the payment of money in excess of \$100,000 which shall remain unsatisfied for more than forty-two (42) days without a stay of execution unless such judgment is fully covered by collectible insurance; and

(k) The withdrawal of equity contributions in the Borrower or AMHS in violation of the terms of the Contract or the Certification and Agreement Regarding Equity Injection.

2.2 Remedies. Upon the occurrence of an Event of Default, the Lender may, at its continuing option, and without notice to or demand upon the Borrower:

(a) Declare all or any part of the indebtedness secured by this Mortgage and the interest accrued thereon to be due and payable immediately;

(b) Enter onto and take possession of the Mortgaged Property and manage and operate the same, all as more particularly provided hereafter;

(c) Collect the Rents as more particularly provided hereinafter;

(d) Cause all or any part of the Mortgaged Property to be sold under the power of sale granted by this Mortgage in any manner permitted by applicable law as more particularly provided hereinafter; or

(e) Exercise any other right or remedy granted hereunder or under any of the other Loan Documents or available at law or in equity.

2.3 Right of Lender to Enter and Take Possession. (a) If an Event of Default shall have occurred, upon demand of the Lender the Borrower shall forthwith surrender to the Lender the actual possession of the Mortgaged Property, and if and to the extent permitted by law, the Lender may enter and take possession of all or any part of the Mortgaged Property and may exclude the Borrower and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, the Lender may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property, (ii) insure or keep the Mortgaged Property insured, (iii) manage and operate the Mortgaged Property and exercise all the rights and powers

of the Borrower in its name or otherwise with respect to the same and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Lender, all as the Lender from time to time may determine to be to its best advantage, and the Lender may collect and receive all the Rents of such Mortgaged Property including those past due as well as those accruing thereafter.

(c) The Lender may deduct from such Rents (i) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (ii) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions, (iii) the cost of such insurance, (iv) such taxes, assessments and other charges prior to the lien of this Mortgage as the Lender may determine to pay, (v) other proper charges upon the Mortgaged Property or any part thereof, and (vi) the reasonable compensation, expenses and disbursements of the attorneys and agent of the Lender. The Lender shall apply the remainder of the moneys so received to the payment of the indebtedness and obligations secured by this Mortgage, whether due or to become due, in whatever order and proportions the Lender elects in its absolute discretion and without regard to the adequacy of its security.

(d) Whenever all such Events of Default have been cured and satisfied, the Lender may, at its option, surrender possession of the Mortgaged Property to the Borrower, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur.

2.4 Collection of Rents. If an Event of Default shall have occurred, the Lender may collect the Rents itself or by an agent or receiver. No action taken by the Lender to collect any Rents will make the Lender a "mortgagee-in-possession" of the Mortgaged Property, and possession by a court-appointed receiver will not be considered possession by the Lender. All Rents collected by the Lender or a receiver will be applied first to pay all expenses of collection, and then to the payment of all costs of operation and management of the Mortgaged Property, and then to the payment of the indebtedness and obligations secured by this Mortgage in whatever order and proportions the Lender elects in its absolute discretion and without regard to the adequacy of its security.

2.5 Power of Sale. If an Event of Default shall have occurred, the Lender may sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the courthouse door in the county where the Land is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county. Upon payment of the purchase money, the Lender or any person conducting the sale for the Lender is authorized to execute to the purchaser at said sale a deed to the property so purchased. The Lender may bid at said sale and purchase said property or any part thereof if the highest bidder therefor. At any foreclosure sale the Mortgaged Property may be

offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner the Lender may elect in its sole discretion.

2.6 Application of Sale Proceeds. The proceeds of any sale under this Mortgage will be applied in the following manner:

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

Second, to the payment of all sums expended by the Lender under the terms of this Mortgage and not yet repaid, together with interest on such sums at the rate provided herein.

Third, to the payment of the indebtedness and obligations secured by this Mortgage, whether due or to become due, in whatever order and proportions the Lender elects in its absolute discretion and without regard to the adequacy of its security.

Fourth, to the remainder, if any, to the person or persons appearing of record to be the owner of the property sold.

2.7 Lender's Option on Foreclosure. At the option of the Lender, this Mortgage may be foreclosed as provided by law or in equity, in either event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. The Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and in the event the Lender exercises its option to foreclose the Mortgage in equity, the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Borrower, a defense to any proceedings instituted by the Lender to collect the sums secured hereby.

2.8 Receiver. (a) If an Event of Default shall have occurred, the Lender, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the Rents.

(b) The Borrower will pay to the Lender upon demand all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this paragraph. All such expenses will be additional indebtedness of the Borrower

to the Lender secured by this Mortgage, will bear interest at the after-maturity rate specified in the Note and will be payable by the Borrower upon demand.

2.9 Waiver of Manner of Sale. The Borrower waives all rights to direct the order or manner in which any of the Mortgaged Property will be sold in the event of any sale under this Mortgage, and also any right to have any of the Mortgaged Property marshalled upon any sale. The Lender may in its discretion sell any real and personal property together or in parts, in one or more sales, and in any sequence the Lender selects.

2.10 Suits to Protect the Mortgaged Property. The Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the Rents and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the Lender.

ARTICLE III

GENERAL PROVISIONS

3.1 Release of Lien. So long as Borrower is not in default under any of the terms, conditions and provisions of the Note, the Madison County Note, this Mortgage, the Madison County Mortgage, the Loan Documents, and the Madison County Loan Documents, the lien of this Mortgage shall be released upon Borrower's prepayment of a certain percentage of the debt owed by Borrower pursuant to the Note and the Madison County Note (together hereinafter referred to as the "Notes"), upon the terms and conditions as more specifically set forth in the Notes.

3.2 Waiver of Exemption. The Borrower waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and the Borrower waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the indebtedness secured hereby.

3.3 Delay or Omission No Waiver. (a) No delay or omission of the Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every right, power and remedy given by

this Mortgage to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

3.4 No Waiver of One Default to Affect Another. (a) No waiver of any Event of Default hereunder shall extend to or shall affect any subsequent or any other Event of Default or shall impair any rights, powers or remedies consequent thereto.

(b) If the Lender (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security for the payment thereof, (iii) waives or does not exercise any right granted herein or in the Note, (iv) releases any part of the Mortgaged Property from the lien of this Mortgage or otherwise changes any of the terms of the Note or this Mortgage, (v) consents to the filing of any map, plat or replat of the Land, (vi) consents to the granting of any easement on the Land, (vii) makes or consents to any agreement subordinating the lien hereof, or (viii) enters into any agreement with the Borrower or any partner or stockholder thereof or any one or more of them changing any term of the Note or the other Loan Documents or releasing any partner or stockholder of the Borrower or any security or respecting any matter whatsoever, then any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, this Mortgage or otherwise of the Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor, nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted upon an Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender, shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Lender, without notice to any party is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

3.5 Discontinuance of Proceedings. Position of Parties Restored. In case the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, then and in every such case the Borrower and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding has been taken.

3.6 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. The Lender may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

3.7 Notices. All notices given under this Mortgage must be in writing and will be effectively served by personal delivery or by certified United States mail, postage prepaid, to the Lender and the Borrower at the addresses appearing above. Such addresses may be changed by either party by written notice to the other party. The service of any notice of default or notice of sale under this Mortgage will be effective on the date of mailing.

3.8 Inspection. (a) The Lender and its respective agents and representatives will have the right, upon reasonable notice and at Lender's expense, at any reasonable time to enter the Property and inspect all parts thereof and Lender will also have the right to examine, copy and audit the books, records, accounting data and other documents of the Borrower relating to the Mortgaged Property.

(b) The Lender is under no duty to supervise or inspect the Mortgaged Property or the operation of the Mortgaged Property or to examine any books and records. Any inspection or examination by the Lender is for the sole purpose of protecting the Lender's security and preserving the Lender's rights under this Mortgage. No default of the Borrower will be waived by any inspection by the Lender.

3.9 Status and Authority.

(a) The Borrower warrants that (i) it is duly organized and validly existing, in good standing under the laws of the State of Alabama, (ii) it is duly qualified to do business and is in good standing in the State of Alabama, (iii) it has the power, authority and legal right to carry on the business now being conducted by it and to engage in the transactions contemplated by the Loan Documents and (iv) the execution and delivery of the Loan Documents and the performance and observance of the provisions thereof have been duly authorized by all necessary action.

(b) The Borrower agrees that so long as any of its obligations hereunder or under the Loan Documents remain unsatisfied, it will not dissolve or liquidate (in whole or in part) its existence and that it will maintain its existence and will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or partnership without the prior written consent of the Lender.

3.10 Successors. The terms of this Mortgage will bind and benefit the heirs, legal representatives, successors and assigns of the Borrower and the Lender.

3.11 Amendments. This Mortgage may not be modified or amended except by a written agreement signed by the parties.

3.12 Applicable Law. This Mortgage shall be governed by the laws of the State of Alabama.

3.13 Counterparts. This Mortgage may be executed in counterparts, but all counterparts shall constitute but one and the same document.

3.14 Entire Agreement. This Mortgage and the other Loan Documents constitute the entire agreement between the parties and supersede all prior agreements and understandings including, without limitation, any loan commitment letter from the Lender to the Borrower.

3.15 Severability. The provisions of this Mortgage are severable, and the invalidity or unenforceability of any one or more provisions of this Mortgage will in no way affect any other provision.

(i) Interpretation. The term "Borrower" includes both the original Borrower and any subsequent owner or owners of any of the Mortgaged Property, and the term "Lender" includes the original Lender, and also any future owner or holder, including pledgees, assignees and participants, of the Note or any interest therein. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs of this Mortgage are for convenience only and do not define or limit any terms or provisions.

IN WITNESS WHEREOF, the Borrower has caused this Mortgage and Security Agreement to be executed by its duly authorized officers on the day and year first above written.

BHS, L.L.C.,
an Alabama limited liability company

By: Jerry W. Crowder
Its: Member

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Jerry W. Crowder, whose name as Member of BHS, L.L.C., an Alabama limited liability company, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company.

GIVEN under my hand and official seal of office, this 15th day of June, 1998.

[NOTARIAL SEAL]

Nancy Loraine Dean
Notary Public **NANCY LORAIN DEAN**

My Commission Expires: 1-10-2000

THIS INSTRUMENT PREPARED BY:

Lynn Reynolds
Haskell Slaughter & Young, L.L.C.
1200 AmSouth/Harbert Plaza
1901 6th Avenue North
Birmingham, Alabama 35203

EXHIBIT "A"

Shelby County Property:

A parcel of land situated in the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 7, Township 20 South, Range 2 West, situated in Shelby County, Alabama, being more particularly described as follows:

Commence at the northwest corner of the southeast 1/4 of the northeast 1/4 of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama, and run in a southerly direction along the west line of said 1/4-1/4 section a distance of 1052.32 feet to the point of beginning of the herein described parcel; thence deflect 61 degrees 40 minutes 02 seconds and run to the left in a southeasterly direction a distance of 908.36 feet to a point; thence turn an interior angle of 117 degrees 29 minutes 37 seconds and run to the right in a southerly direction a distance of 425.00 feet to a point; thence turn an interior angle of 270 degrees 00 minutes 00 seconds and run to the left in an easterly direction a distance of 320.00 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right and in a southerly direction a distance of 242.42 feet to a point; thence turn an interior angle of 120 degrees 00 minutes 00 seconds and run to the right and in a southwesterly direction a distance of 225.17 feet to a point; thence turn an interior angle of 150 degrees 00 minutes 00 seconds and run to the right in a westerly direction a distance of 1125.00 feet to a point on the southeast right of way line of Shelby County Road #35, and a point on a curve running in a northerly direction and to the left having a central angle of 29 degrees 59 minutes 34 seconds and a radius of 1260.81 feet; thence turn an interior angle of 66 degrees 40 minutes 35 seconds to the tangent of said curve and run in a northerly direction and along the east right of way of said road a distance of 660.00 feet to a point; thence tangent to the last described curve, turn an interior angle of 81 degrees 51 minutes 05 seconds and run to the right in an easterly direction a distance of 107.92 feet to a point on the west line of the northeast 1/4 of the southeast 1/4 of said section; thence turn an interior angle of 272 degrees 19 minutes 07 seconds and run to the left in a northerly direction and along the west line of said 1/4-1/4 section a distance of 556.58 feet, more or less, to the point of beginning of the herein described parcel.

Less and except:

1. Taxes for the year 1998 and subsequent years.
2. Right-of-way granted to Alabama Power Company recorded in Volume 228, Page 195 and Real Volume 99, Page 504.
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto.
4. Oil, gas and mineral lease as recorded in Real Volume 337, Page 410.

193734.1

07/06/1998-25239
12:37 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
020 MEL 2306.00

Inst # 1998-25239