

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

THIS MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (this "Mortgage") is made and entered into this 30th day of March, 2000, by and between **COVENANT CLASSICAL SCHOOLS, LLC**, a member managed Alabama limited liability company ("CCS"), whose address for notice purposes is 25 Southlake Lane, Hoover, Alabama 35244, **COVENANT CLASSICAL SCHOOL VALLEYDALE ROAD, LLC**, a member managed Alabama limited liability company ("CCSVR") also doing business as Covenant Classical School Valleydale Road, L.L.C., whose address for notice purposes is 25 Southlake Lane, Hoover, Alabama 35244, and **COVENANT CLASSICAL SCHOOL OF TRACE CROSSING, LLC**, a manager managed Alabama limited liability company ("CCSTC"), whose address for notice purposes is 5390 Magnolia Trace, Hoover, Alabama 35244 (CCS, CCSVR and CCSTC are sometimes hereinafter referred to, jointly, severally and collectively, as "Mortgagors"), and **FIRST COMMERCIAL BANK**, a banking corporation organized under the laws of the state of Alabama, whose address for notice purposes is 800 Shades Creek Parkway, Birmingham, Alabama 35209, Attention: Fred R. Elliott ("Lender").

Inst # 2000-10575

R E C I T A L S

A. CCS is the sole member and owner of all of the financial rights, as defined in ALA. CODE § 10-12-2 (1999 Repl.), of each of CCSVR and CCSTC.

B. CCSVR owns certain real property situated in Shelby County, Alabama, such real property being more particularly described on "Exhibit A" attached hereto, and CCSTC owns certain real property situated in Jefferson County, Alabama, such real property being more particularly described on "Exhibit B" attached hereto.

C. Mortgagors are justly indebted to Lender in the principal sum of \$870,040.00 (the "Loan"), as evidenced by a Promissory Note of even date herewith, which note bears interest as provided therein and has a final maturity date of April 1, 2005 (the "Note").

D. Mortgagors have agreed to execute and deliver this Mortgage to Lender as security for Mortgagors' obligations under the Note and to induce Lender to extend the Loan to Mortgagors on the strength of, among other things, the security provided by this Mortgage.

NOW, THEREFORE, in consideration of the premises, to induce Lender to make the Loan to Mortgagors, as evidenced by the Note, and to secure the Obligations, as hereinafter defined, Mortgagors hereby agree with Lender as follows:

1. Obligations Secured. This Mortgage is given to secure and shall secure the following (hereinafter referred to, collectively, as the "Obligations"):

04/03/2000-10575
08:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
029 MMS 1387.65

C. R. Elliott

A. The payment of all amounts now or hereafter becoming due and payable under the Note, including, but not limited to, all principal and interest thereon and all other fees, charges and costs (including, but not limited to, reasonable attorneys' fees) payable in connection therewith.

B. The payment of any and all other fees, charges and other sums now or hereafter becoming due and payable to Lender under the terms of this Mortgage (including, but not limited to, advances made by Lender to or for the benefit of Mortgagors, as contemplated by any covenant or provision contained in this Mortgage), that certain Pledge and Security Agreement dated of even date herewith executed by CCS in favor of Lender (the "Pledge Agreement"), that certain Security Agreement dated of even date herewith executed by CCSVR in favor of Lender (the "CCSVR Security Agreement"), that certain Security Agreement dated of even date herewith executed by CCSTC in favor of Lender (the "CCSTC Security Agreement") (the CCSVR Security Agreement and the CCSTC Security Agreement are hereinafter sometimes referred to, collectively, as the "Security Agreements"), that certain Environmental Indemnity Agreement dated of even date herewith executed by CCS in favor of Lender (the "CCS Environmental Indemnity Agreement"), that certain Environmental Indemnity Agreement dated of even date herewith executed by CCSVR in favor of Lender (the "CCSVR Environmental Indemnity Agreement"), that certain Environmental Indemnity Agreement dated of even date herewith executed by CCSTC in favor of Lender (the "CCSTC Environmental Indemnity Agreement") (the CCS Environmental Indemnity Agreement, CCSVR Environmental Indemnity Agreement and CCSTC Environmental Indemnity Agreement are sometimes hereinafter referred to, collectively, as the "Environmental Indemnity Agreements"), and any other document or instrument now or hereafter evidencing or securing the Note. The Note, this Mortgage, the Pledge Agreement, the Security Agreements, the Environmental Indemnity Agreements and any other document or instrument now or hereafter evidencing or securing the Note or any of the foregoing are hereinafter referred to, collectively, as the "Loan Documents."

C. The compliance with and the complete and full performance of all stipulations, covenants, duties, agreements, representations, warranties, obligations and conditions contained in the Loan Documents.

D. All indebtedness, obligations (including, but not limited to, obligations of performance), liabilities and amounts at any time payable by any of the Mortgagors to Lender 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 Lender 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, including, but not limited to,

the indebtedness, obligations, liabilities and amounts owed by Mortgagors to Lender under the Note.

E. Any and all renewals, extensions, modifications, refinancings and amendments of any or all of the obligations described in the foregoing clauses A through D, both inclusive, of this paragraph 1, whether or not any renewal, extension, modification or amendment agreement is executed in connection therewith or herewith.

2. Granting Clauses. As security for the Obligations, Mortgagors do hereby assign, grant, bargain, sell and convey unto Lender, its successors and assigns, the following described property and interests in property, and do grant to Lender a security interest in said property and interests in property:

A. That certain real estate located in Shelby County, Alabama, and more particularly described on "Exhibit A" attached hereto and hereby made a part hereof (the "Shelby County Real Estate") and that certain real estate located in Jefferson County, Alabama (Bessemer Division), and more particularly described on Exhibit B attached hereto and hereby made a part hereof (the "Jefferson County Real Estate") (the Shelby County Real Estate and the Jefferson County Real Estate are hereinafter sometimes referred to, collectively, as the "Real Estate"), together with all improvements, structures, buildings and fixtures now or hereafter situated on or in the Real Estate (the "Improvements").

B. All permits, easements, licenses, rights-of-way, contracts, leases, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.

C. (1) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which one or both of the Mortgagors is the lessor or lessee, including, but not limited to, any existing leases (the "Existing Leases"), any and all extensions, modifications, amendments and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including, but not limited to, subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, including, but not limited to, the Existing Leases being hereinafter referred to, collectively, as the "Leases");

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

(3) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Mortgagors may now or shall hereafter (including during the period of

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

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

D. All materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by Mortgagors for the purpose of, or used or useful in connection with, the Real Estate or the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Real Estate or the Improvements.

E. All proceeds (including, but not limited to, insurance proceeds) of any of the foregoing, or any part thereof.

F. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to Lender, or in which Lender is granted a security interest, as and for additional security hereunder by Mortgagors, or by anyone on behalf of, or with the written consent of, Mortgagors.

All of the property and interests in property described in the foregoing granting clauses A through F, both inclusive, are herein sometimes collectively called the "Property." The personal property described in granting clause D and all other personal property covered by this Mortgage are herein sometimes collectively called the "Personal Property."

SUBJECT, HOWEVER, to the easements, rights-of-way and other exceptions described on Exhibit C attached hereto and hereby made a part hereof (the "Permitted Exceptions").

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

3. Warranties of Title. Mortgagors covenant with Lender that Mortgagors are lawfully seized in fee simple of the Real Estate and are the lawful owners of, and have good title to, the Personal Property, Improvements and other Property and have a good right to sell, mortgage, grant a security interest in, assign and convey the Property as aforesaid; that the Property is free of all mortgages, liens, security interests, assignments and encumbrances, unless otherwise provided hereinbefore; and that Mortgagors will warrant and forever defend the title to the Property unto Lender against the lawful claims of all persons.

4. Maintenance of Lien Priority. Mortgagors shall take all steps necessary to preserve and protect the validity and priority of the liens on, security interests in, and assignment of, the Property created hereby. Mortgagors shall execute, acknowledge and deliver such additional instruments as Lender may deem necessary in order to preserve, protect, continue, extend or maintain the liens, security interests and assignments created hereby as first liens on, security interests in, and assignments of, the Property, 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, security interests and assignments hereby created shall be paid by Mortgagors.

5. Representations and Warranties Related to Rents and Leases. Mortgagors represent and warrant that:

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

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

(c) Mortgagors have not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due.

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

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

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

6. Covenants To Pay Liens and Maintain Insurance. For the purpose of further securing the payment of the Obligations, Mortgagors covenant and agree to: (a) pay all taxes, assessments, and other liens taking priority over this Mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, Lender, at its option, may pay the same; and (b) keep the Property continuously insured, in such manner and with such companies as may be satisfactory to Lender, against loss by flood (if the Property is located in a flood-prone area), fire, windstorm, vandalism and malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable (pursuant to loss payable clauses in form and content satisfactory to Lender) to Lender, as its interests may appear. Each such policy or policies shall provide that the insurance provided thereby, as to the interest of Lender, shall not be invalidated by any act or neglect of Mortgagors, nor by the commencement by or against Mortgagors of bankruptcy, insolvency, receivership or 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. All such insurance shall be replacement cost coverage rather than actual cash value coverage and shall be in an amount at least equal to the full insurable value of the Personal Property and Improvements unless Lender agrees in writing that such insurance may be in a lesser amount. Mortgagors agree that Mortgagors will not take any action or fail to take any action, which would result in the invalidation of any insurance policy required hereunder. Mortgagors shall give Lender immediate written notice of any loss or damage to the Property caused by any casualty. Mortgagors shall cause duplicate originals of any and all such insurance policies and all replacements therefor to be deposited with Lender. At least thirty (30) days prior to the date the premiums on each such policy or policies shall become due and payable, Mortgagors shall furnish to Lender evidence of the payment of such premiums. The original insurance policy and all replacements therefor must provide that they may not be canceled and shall not lapse without the insurer's giving at least thirty (30) days' prior written notice of such cancellation or lapse, in whole or in part, to Lender. If Mortgagors fail to keep the Property insured as above specified, Lender may at its option and sole discretion, insure the Property for its insurable value against loss by fire, wind and other hazards as specified above for the sole benefit of Lender and may procure such insurance at Mortgagors' expense.

7. Assignment of Insurance Policies, etc. Mortgagors hereby assign and pledge to Lender, as further security for the payment of the Obligations, each and every policy of hazard insurance now or hereafter in effect which insures the Property, or any part thereof (including, without limitation, the Personal Property and Improvements, or any part thereof), together with all right, title and interest of Mortgagors in and to each and every such policy, including, but not limited to, all Mortgagors' right, title and interest in and to any premiums paid on each such policy, including, but not limited to, all rights to return premiums. If Mortgagors fail to keep the Property insured as specified above then, at the election of Lender and without notice to any person, Lender may, but shall not be obligated to, insure the Property for its full insurable value (or for such lesser amount as Lender may wish) against such risks of loss and for its own benefit. The proceeds from such insurance (less the costs of collecting the same), if collected, shall be credited against the Obligations, or, at the election of Lender, such proceeds may be used to purchase additional Personal Property to replace Personal Property which has been damaged or destroyed and to repair or reconstruct the Improvements.

All amounts spent by Lender for insurance or for the payment of Liens or for environmental testing or remediation shall become a debt due by Mortgagors to Lender and at once payable, without demand upon, or notice to, Mortgagors, and shall be secured by this Mortgage, and shall bear interest at the rate of interest set forth in the Note or such lesser rate of interest as shall then be the maximum amount permitted by law, from the date of payment by Lender until paid by Mortgagors. Lender is hereby authorized, but not required, on behalf of Mortgagors, to collect for, adjust or compromise any losses under any insurance policy or policies and to apply, at its option, the loss proceeds (less the costs of collecting the same) on the Obligations, in any order and amount, and whether or not due, or hold such proceeds as a cash collateral reserve against the Obligations or apply such proceeds to the restoration of the Property, or to release the same to Mortgagors, but no such application, holding in reserve or release shall cure or waive any default by Mortgagors. In case of a sale pursuant to the foreclosure provisions hereof, or any conveyance of all or any part of the Property in extinguishment of the Obligations, complete title to all insurance policies held by Lender and the unearned premiums with respect thereto shall pass to and vest in the purchaser or grantee of the Property. If the Property or any part thereof is located within an area that has been, or should such area at any time be, designated or identified as an area having special flood hazards by any governmental authority having jurisdiction, then Mortgagors shall obtain such insurance as is required by such governmental authority in amounts required by Lender.

8. Assignment of Condemnation Proceeds, etc. As further security for the Obligations and the full and complete performance of each and every obligation, covenant, agreement and duty of Mortgagors contained herein, and to the extent of the full amount of the Obligations secured hereby and of the costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Lender in the collection of any award or payment, Mortgagors hereby assign to Lender any and all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to Mortgagors with respect to the Property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade or of any street or (c)

any other injury to or decrease in value of the Property. All such damages, condemnation proceeds and consideration shall be paid directly to Lender, and after first applying said sums to the payment of all costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Lender in obtaining such sums, Lender may, at its option, apply the balance on the Obligations in any order and amount and whether or not then due, or hold such balance as a cash collateral reserve against the Obligations, or apply such balance to the restoration of the Property, or release the balance to Mortgagors. No such application, holding in reserve or release shall cure or waive any default of Mortgagors.

9. Covenant Against Waste. Mortgagors agree to take good care of the Real Estate and all Improvements and Personal Property and not to commit or permit any waste thereon or thereto, and at all times to maintain and preserve such Improvements and Personal Property in as good condition as they now are, reasonable wear and tear excepted. Mortgagors (a) shall not remove, demolish or alter the design or structural character of any buildings now or hereafter erected on the Real Estate without the express prior written consent of Lender, (b) shall comply with all laws and regulations of any governmental authority with reference to the Property and the manner and use of the same and (c) shall from time to time make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be fully preserved and maintained. Mortgagors agree not to remove any of the fixtures or personal property included in the Property without the express prior written consent of Lender unless the same is immediately replaced with like property of at least equal value and utility.

Lender and other persons authorized by Lender shall have access to and the right, but not the obligation, to enter and inspect the Property at all reasonable times and upon reasonable notice to Mortgagors, including monthly inspections if deemed necessary by Lender. In the event Lender finds that Mortgagors are not maintaining the Property as required herein, Lender (a) may declare the Obligations to be at once due and payable under the terms of this Mortgage or (b) may, but shall not be obligated to, notify Mortgagors in writing of the needed repairs and Mortgagors shall have ten (10) business days to make satisfactory arrangements to bring the Property back to good condition. If Lender notifies Mortgagors in writing of such needed repairs and, after such time, satisfactory arrangements have not been made by Mortgagors to bring the Property back to good condition as determined in the sole discretion of Lender, Lender shall have the right, but not the obligation, (a) to make the repairs required at the expense of Mortgagors, or (b) to declare the Obligations to be at once due and payable under the terms of this Mortgage.

10. Hazardous Substances.

(a) No Hazardous Materials, as hereinafter defined, have been, are or will be while any part of the indebtedness secured by this Mortgage remains unpaid, contained in, treated, stored, handled, located on, discharged from, or disposed of on, or constitute a part of, the Property except as required in the ordinary course of Mortgagors' business (but then only if in compliance with the Environmental Laws, as hereinafter defined, and the Environmental

Obligations, as hereinafter defined). As used herein, the term "Hazardous Materials" includes, without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, pollutants or other contaminants, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.) ("CERCLA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, et seq.) ("HMTA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.) ("RCRA"), the Clean Water Act, as amended (33 U.S.C. § 1251, et seq.) ("CWA"), the Clean Air Act, as amended (42 U.S.C. § 7401, et seq.) ("CAA"), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601, et seq.) ("TSCA"), and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration ("OSHA") pertaining to occupational exposure to asbestos and any other toxic or hazardous materials, as amended, or in any other federal, state, or local environmental law, statute, ordinance, rule, or regulation now or hereafter in effect. The term "Environmental Laws" shall mean CERCLA, HMTA, RCRA, CWA, CAA, TSCA and all other federal, state and local laws, statutes, rules, ordinances and regulations relating to pollution or protection of human health or the environment. The term "Environmental Obligations" shall mean all applicable requirements of any existing federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common law doctrine or theory, and any provision or condition of any permit, license or other operating authorization (i) relating to protection of the environment, persons or the public welfare from actual or potential exposure (or the effects of exposure) to any actual or potential release, discharge or emission (whether past or present) of, or relating to, the possession, manufacture, processing, importation, use, treatment, storage or disposal of any chemical, raw material, pollutant, contaminant or Hazardous Material; or (ii) relating to occupational or public health or safety. Mortgagors shall comply in all respects with all existing and future Environmental Obligations and Environmental Laws, shall not use or store on, under or in the Property any Hazardous Materials in violation of any Environmental Obligation or Environmental Law and shall maintain in proper form all reports, certificates or other records required by any existing or future Environmental Law or Environmental Obligation.

(b) No underground or above ground storage tanks, whether in use or not in use, are located in, on or under any part of the Property.

(c) All of the Property complies and will comply in all respects with all applicable Environmental Laws and Environmental Obligations.

(d) There are no pending response actions, civil or criminal litigation, claims, or enforcement procedures, or threats of response actions, civil or criminal litigation, claims, or enforcement proceedings by private or governmental or administrative authorities relating to environmental impairment, conditions or regulatory requirements with respect to the Property;

(e) Mortgagors, at Mortgagors' expense, promptly upon the written request of Lender from time to time, shall provide Lender with an environmental audit report, or an update of such report, all in scope, form, and content satisfactory to Lender;

(f) In the event of any release, spill, or disposal of Hazardous Materials on the Property, whether or not the same originates or emanates from the Property or any contiguous real estate, and/or if Mortgagors shall fail to comply with any Environmental Law or Environmental Obligation, Lender may, at its election, but without the obligation so to do, give such notices as may be required by law and/or cause any remediation or response that may be necessary to be performed at the Property and/or take any and all other actions as Lender shall deem necessary or advisable in order to remedy said spill or disposal of Hazardous Materials and return the Property to a condition free of Hazardous Materials or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the default rate (as specified in the Note) from the date of payment by Lender, shall be immediately due and payable by CCS and Mortgagors to Lender and until paid shall be added to and become a part of the indebtedness secured hereby; and

(g) Mortgagors hereby agree to indemnify and hold Lender harmless from all loss, costs, damages, claims, fines, penalties and expenses (including, but not limited to, reasonable attorneys' fees and costs of investigation and litigation) incurred by Lender on account of (i) the violation of any representation, warranty, agreement or covenant set forth in this paragraph, (ii) Mortgagors' failure to perform any obligations of this paragraph, (iii) Mortgagors' or the Property's failure to comply fully with all Environmental Laws and Environmental Obligations, and with all occupational health and safety laws, statutes, rules, and regulations, or (iv) any other matter related to environmental conditions on, under or affecting the Property. This indemnification shall survive payment of the indebtedness secured by this Mortgage, the exercise of any right or remedy hereunder or under any other document securing or evidencing said indebtedness, any subsequent sale or transfer of the Property and all similar or related events or occurrences. Mortgagors shall give immediate oral and written notice to Lender of its receipt of any notice of a violation of any law, ordinance, rule or regulation covered by this paragraph or of any notice or other claim relating to the environmental condition of the Property, or of its discovery of any matter which would make the representations, warranties and/or covenants herein inaccurate or misleading in any respect.

11. Covenants Related to Rents and Leases. Mortgagors covenant and agree that Mortgagors shall:

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

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

(c) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of Mortgagors and any lessee thereunder, and, upon request by Lender to do so in the name and on behalf of Lender but at the expense of Mortgagors, and to pay all costs and expenses of Lender, including, but not limited to, reasonable attorneys' fees, in any action or proceeding in which Lender may appear;

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

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

(f) not cancel, terminate or consent to any surrender of any Lease, or modify or in any way alter the terms thereof without, in each such instance, the prior written consent of Lender;

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

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

12. Covenant Against Sale, Lease or Transfer, etc. Notwithstanding any other provision of this Mortgage or the Note, if the Real Estate or the Improvements, or any part thereof, or any interest therein, is sold, leased, conveyed or transferred, without Lender's prior written consent, or if the Real Estate or the Improvements, or any part thereof, or any interest therein, becomes subject to any additional lien, mortgage or other encumbrance, either voluntarily or involuntarily, without Lender's prior written consent, Lender may, at its sole option: (a)

declare the Obligations immediately due and payable in full, or (b) require the payment, after the date of such sale, lease, conveyance or transfer, of a higher rate of interest on the unpaid principal portion of the Obligations as a condition to not exercising such option to accelerate the Obligations, whether such rights be exercised by Lender to obtain a higher rate of interest on the Obligations or to protect the security of this Mortgage.

13. Defeasance. This Mortgage is made upon the condition that if Mortgagors pay the Obligations, as defined in this Mortgage, and reimburse Lender for any amounts Lender has paid in respect of Liens, insurance premiums, Hazardous Substances or otherwise under this Mortgage, and interest thereon, and fulfills all other obligations under this Mortgage, this conveyance shall be null and void.

14. Events of Default. Mortgagors shall be deemed in default hereunder upon the occurrence of any of the following events ("Events of Default"): (a) Mortgages shall fail to pay to Lender when due the principal or interest on the Note or any other Obligation secured hereby; or (b) Mortgagors fail to comply with any provision of any Loan Document; or (c) any statement, representation or warranty contained in this Mortgage, any other Loan Document or any report, certificate or other instrument delivered to Lender shall be untrue or misleading in any material respect; or (d) Mortgagors sell, convey, transfer, mortgage or further encumber all or part of the Property; or (e) any lien, statement of lien or suit to enforce a lien is filed against any of the Property and Mortgagors fail to have such lien satisfied or suit dismissed or to secure the payment of the amount claimed by such lien, statement of lien or suit by a bond, letter of credit or other security satisfactory to Lender within ten (10) days of the day such lien or statement of lien is filed in the office of the Judge of Probate of the County in which the Real Estate is located or such suit is filed in court; or (f) any other default or event of default occurs under any Loan Document; or (g) Mortgagors or any co-maker, endorser, surety or guarantor of the Note or any of the other Obligations (hereinafter collectively called the "Obligors" and singularly an "Obligor") fails to pay such Obligor's debts generally as they become due, admits in writing any such Obligor's inability to pay such Obligor's debts as they become due, or if a receiver, trustee, liquidator or other custodian is appointed for any Obligor or for any of the property of any Obligor; or if a petition in bankruptcy (whether for liquidation, reorganization, arrangement, wage-earner's plan or otherwise) is filed by or against any Obligor and such petition is not dismissed within 90 days of its filing, or if any Obligor applies for the benefits of, or takes advantage of, any law for the relief of debtors, or enters into an arrangement or composition with, or makes an assignment for the benefit of, creditors; or (h) Lender at any time in good faith deems itself insecure for any reason with respect to the Loan; or (i) the interest of Lender in any of the Property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; or (j) any law is passed imposing, or authorizing the imposition of, any specific tax upon this Mortgage or the Obligations or permitting or authorizing the deduction of any such tax from the principal of, or interest on, the Obligations, or by virtue of which any tax, lien or assessment upon the Property shall be chargeable against the owner of this Mortgage, and Mortgagors do not pay or are prohibited from paying such tax; or (k) any stipulation contained in this Mortgage is declared invalid or inoperative by any court of competent jurisdiction; or (l) a final judgment for the

payment of money in excess of an aggregate of \$50,000 shall be rendered against any Obligor, and the same shall remain undischarged for a period of thirty (30) days during which execution shall not be effectively stayed by appeal or otherwise; or (m) a default or event of default, or an event which upon notice or lapse of time or both would constitute an event of default under any prior mortgage, lien or encumbrance on the Real Estate or any part thereof, shall occur and be continuing; or (n) any member of CCS dies and Lender, in its sole and absolute discretion, deems such event to be an event of default; or (p) any Mortgagor dissolves, merges, consolidates, is a party to a share exchange or sells all or substantially all of its assets.

15. Rights and Remedies of Lender Upon Default.

(a) Acceleration of Debt. Upon the occurrence of an Event of Default or at any time thereafter, Lender may at its option and without further demand or notice to Mortgagors declare all or any part of the Obligations immediately due and payable, whereupon all such Obligations shall forthwith become due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Mortgagors, and Lender may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this Mortgage, the Note, the other Loan Documents and applicable law. Mortgagors also waive any and all rights Mortgagors may have to a hearing before any judicial authority prior to the exercise by Lender of any of its rights under this Mortgage, the Note, the other Loan Documents and applicable law.

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

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

(d) Foreclosure Sale. Upon the occurrence of any Event of Default, or at any time thereafter, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and Lender shall be authorized, at its option, whether or not possession of the Property is taken, after giving notice by publication once a week for three (3) consecutive weeks of the time, place and terms of each such sale, together with a description of the property, in some newspaper published in the county where the Property is located (if the Property is located in more than one county, publication will be made in all counties where the Property is located), to sell the Property (or such part or parts thereof as Lender may from time to time elect to sell) in front of such county's courthouse door, at public outcry, to the highest bidder for cash. If no newspaper is published in the county where the Property is located, notice will be published in a newspaper of an adjoining county. Lender, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Property, or any 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 Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, Mortgagors hereby waiving the application of any doctrine of marshalling or like proceeding. In case Lender, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Property not previously sold shall have been sold or all the Obligations secured hereby shall have been paid in full.

(e) Personal Property and Fixtures. Upon the occurrence of an Event of Default or at any time thereafter, Lender shall have and may exercise with respect to the Personal Property and fixtures included in the Property (the "Collateral") all rights, remedies and powers of a secured party under the Alabama Uniform Commercial Code with reference to the Collateral or any other items in which a security interest has been granted herein, including, without limitation, the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Alabama Uniform Commercial Code after default hereunder, without regard to preservation of the Collateral or its value and without the necessity of a court order. Lender shall have, among other rights, the right to take possession of the Collateral and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by Lender, at its option and its sole discretion, to repair, restore or otherwise prepare the Collateral for sale, lease or other use or disposition. At Lender's request, Mortgagors shall assemble the Collateral and make the Collateral available to Lender at any place designated by Lender. To the extent permitted by law, Mortgagors expressly waive any notice of sale or any other disposition of the Collateral and any rights or remedies of Lender with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Collateral or to the exercise of any other right or remedy of Lender existing

after default. To the extent that such notice is required and cannot be waived, Mortgagors agree that if such notice is given to Mortgagors in accordance with the provisions of paragraph 31 below, at least five (5) 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.

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

(f) Rents and Leases. Upon the occurrence of an Event of Default or at any time thereafter:

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

(a) to terminate the license granted to Mortgagors in granting clause C(3) hereof to collect the Rents, and, without taking possession, in Lender's own name to demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and reasonable costs and expenses of collection, including, but not limited to, reasonable attorneys' fees, to apply the net proceeds thereof to the Obligations in such order and amounts as Lender may choose (or hold the same in a reserve as security for the Obligations);

(b) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver to be appointed by court, to enter upon, take possession of, manage and operate the Property or any part thereof for the account of Mortgagors, make, modify, enforce, cancel or accept surrender of any Lease, remove and evict any lessee or sublessee, increase or reduce rents, decorate, clean and make repairs, and otherwise do any act or incur any cost or expenses Lender shall deem proper to protect the security hereof, as fully and to the same extent as Mortgagors could do if in possession, and in such event to apply any funds so collected to the operation and management of the Property (including, but not limited to, payment of reasonable management, brokerage and

attorneys' fees) and payment of the Obligations in such order and amounts as Lender may choose (or hold the same in reserve as security for the Obligations);

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

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

(g) Application of Proceeds. All payments received by Lender as proceeds of the Property, or any part thereof, as well as any and all amounts realized by Lender in connection with the enforcement of any right or remedy under or with respect to this Mortgage, shall be applied by Lender as follows: (i) to the payment of all necessary expenses incident to the execution of any foreclosure sale or sales or other remedies under this Mortgage, including, but not limited to, reasonable attorneys' fees as provided herein, (ii) to the payment in full of any of the Obligations that are then due and payable (including, without limitation, principal, accrued interest and all other sums secured hereby) and to the payment of attorneys' fees as provided herein and in the Note, (iii) to a cash collateral reserve fund to be held by Lender in an amount equal to, and as security for, any of the Obligations that are not then due and payable, and (iv) the remainder, if any, shall be paid to Mortgagors or such other person or persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

(h) Multiple Sales. Upon the occurrence of any Event of Default or at any time thereafter, Lender shall have the option to proceed with foreclosure, either through the courts or by proceeding with foreclosure as provided for in this Mortgage, but without declaring the whole Obligations due. Any such sale may be made subject to the unmatured part of the Obligations secured by this Mortgage, and such sale, if so made, shall not in any manner affect the unmatured part of the Obligations secured by this Mortgage, 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 paragraph. Several sales may be made under the provisions of this paragraph 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 Property for any matured part of the Obligations without exhausting any power of foreclosure and the power to sell the Property for any other part of the Obligations, whether matured at the time or subsequently maturing.

(i) Waiver of Appraisement Laws. Mortgagors waive, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisement before sale of any portion of the Property (commonly known as appraisement laws), or (ii) any extension of time for the enforcement of the collection of the 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).

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

(k) Foreclosure Deeds. Mortgagors hereby authorize and empower Lender or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagors, to execute and deliver to the purchaser or purchasers of any of the Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

16. Set-Off. Upon the occurrence and during the continuance of any Event of Default, Lender is hereby authorized at any time and from time to time, without notice to Mortgagors (any such notice being expressly waived by Mortgagors), to set off and apply any and all deposits (general or special, checking, depository or otherwise, time or demand, provisional or final) at any time held and other indebtedness at any time owing by Lender to or for the credit or the account of Mortgagors against any and all of the Obligations, irrespective of whether or not Lender shall have made any demand therefor and although such Obligations may be unmatured. Lender agrees promptly to notify Mortgagors after any such set-off and application, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of Lender under this paragraph are in addition to all other rights and remedies (including, without limitation, other rights of set-off or pursuant to any banker's lien) which Lender may have.

17. Collection Costs. Mortgagors agree to pay all costs, including, but not limited to, reasonable attorneys' fees, incurred by Lender in collecting or securing, or attempting to collect or secure, the Obligations, or any part thereof, or in defending or attempting to defend the priority of this Mortgage against any Lien on the Property unless this Mortgage is herein expressly made subject to any such Lien; and/or all costs incurred in the foreclosure of this Mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by Lender shall be a part of the Obligations and shall be secured by this Mortgage.

18. Financial Statements, Etc.

(a) CCS shall deliver to Lender:

(i) within one hundred twenty (120) days after the end of CCS's fiscal year (being December 31 of each year), the balance sheet of CCS as of the end of such year and the related statements of profits and losses and changes in cash flow of CCS for such fiscal year, together with supporting schedules, all on a comparative basis with the prior fiscal year, in reasonable detail, prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved, and reviewed by independent certified public accountants of recognized standing selected by CCS and satisfactory to Lender (the form of such certification also to be satisfactory to Lender), showing the financial condition, assets, liabilities and stockholders' equity of CCS at the close of such year and the results of the operations of CCS during such year; and

(ii) within forty-five (45) days after the end of each calendar quarter, financial statements similar to those referred to in paragraph (b) of this section, certified by the manager of CCS, such balance sheet to be as of the end of each such quarter and such statements of profits and losses and changes in cash flow to be for the period from the beginning of the fiscal year to the end of such quarter; and

(iii) with the statements submitted under paragraphs (b)(i) and (b)(ii) of this Section, a certificate signed by the party certifying said statements to the effect that no Event of Default, nor any event which, upon notice or lapse of time or both, would constitute an Event of Default, has occurred or, if any such Event of Default or event has occurred, specifying the nature and extent thereof; and

(iv) promptly upon receipt thereof, copies of all other reports, management letters and other documents submitted to CCS by independent accountants in connection with any annual or interim audit of the books of CCS made by such accountants; and

(v) as soon as practical, from time to time, such other information regarding CCS's operations, business affairs and financial condition as Lender may reasonably request.

(b) CCSVR shall deliver to Lender:

(i) within one hundred twenty (120) days after the end of CCSVR's fiscal year (being December 31 of each year), the balance sheet of CCSVR as of the end of such year and the related statements of profits and losses and changes in cash flow of CCSVR for such fiscal year, together with supporting schedules, all on a comparative basis with the prior fiscal year, in reasonable detail, prepared in accordance with generally accepted accounting principles consistently

applied throughout the periods involved, and reviewed by independent certified public accountants of recognized standing selected by CCSVR and satisfactory to Lender (the form of such certification also to be satisfactory to Lender), showing the financial condition, assets, liabilities and stockholders' equity of CCSVR at the close of such year and the results of the operations of CCSVR during such year; and

(ii) within forty-five (45) days after the end of each calendar quarter, financial statements similar to those referred to in paragraph (b) of this section, certified by the manager of CCSVR, such balance sheet to be as of the end of each such quarter and such statements of profits and losses and changes in cash flow to be for the period from the beginning of the fiscal year to the end of such quarter; and

(iii) with the statements submitted under paragraphs (b)(i) and (b)(ii) of this Section, a certificate signed by the party certifying said statements to the effect that no Event of Default, nor any event which, upon notice or lapse of time or both, would constitute an Event of Default, has occurred or, if any such Event of Default or event has occurred, specifying the nature and extent thereof; and

(iv) promptly upon receipt thereof, copies of all other reports, management letters and other documents submitted to CCSVR by independent accountants in connection with any annual or interim audit of the books of CCSVR made by such accountants; and

(v) as soon as practical, from time to time, such other information regarding CCSVR's operations, business affairs and financial condition as Lender may reasonably request.

(c) CCSTC shall deliver to Lender:

(i) within one hundred twenty (120) days after the end of CCSTC's fiscal year (being December 31 of each year), the balance sheet of CCSTC as of the end of such year and the related statements of profits and losses and changes in cash flow of CCSTC for such fiscal year, together with supporting schedules, all on a comparative basis with the prior fiscal year, in reasonable detail, prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved, and reviewed by independent certified public accountants of recognized standing selected by CCSTC and satisfactory to Lender (the form of such certification also to be satisfactory to Lender), showing the financial condition, assets, liabilities and stockholders' equity of CCSTC at the close of such year and the results of the operations of CCSTC during such year; and

(ii) within forty-five (45) days after the end of each calendar quarter, financial statements similar to those referred to in paragraph (b) of this section, certified by the manager of CCSTC, such balance sheet to be as of the end of each such quarter and such statements

of profits and losses and changes in cash flow to be for the period from the beginning of the fiscal year to the end of such quarter; and

(iii) with the statements submitted under paragraphs (b)(i) and (b)(ii) of this Section, a certificate signed by the party certifying said statements to the effect that no Event of Default, nor any event which, upon notice or lapse of time or both, would constitute an Event of Default, has occurred or, if any such Event of Default or event has occurred, specifying the nature and extent thereof; and

(iv) promptly upon receipt thereof, copies of all other reports, management letters and other documents submitted to CCSTC by independent accountants in connection with any annual or interim audit of the books of CCSTC made by such accountants; and

(v) as soon as practical, from time to time, such other information regarding CCSTC's operations, business affairs and financial condition as Lender may reasonably request.

19. No Obligations with Respect to Leases. Lender shall not by virtue of this Mortgage or otherwise assume any duties, responsibilities, liabilities or obligations with respect to Leases, the Improvements, the Personal Property, the Real Estate or any of the other Property (unless expressly assumed by Lender under a separate agreement in writing), and this Mortgage shall not be deemed to confer on Lender any duties or obligations that would make Lender directly or derivatively liable for any person's negligent, reckless or wilful conduct. Mortgagors agree to defend, indemnify and save harmless Lender from and against any and all claims, causes of action and judgments relating to Mortgagors' performance of their duties, responsibilities and obligations under any Leases and with respect to the Real Estate, the Improvements, the Personal Property, or any of the other Property.

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

21. Successors and Assigns. All covenants and agreements herein made by the undersigned shall bind the undersigned and the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to Lender shall inure to the benefit of Lender's successors and assigns.

22. Waiver and Election. The exercise by Lender of any option given under the terms of this Mortgage shall not be considered as a waiver of the right to exercise any other option given herein, and the filing of a suit to foreclose the lien, security interest and assignment granted by this Mortgage, either on any matured portion of the 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. No failure or delay on the part of Lender in exercising any right, power or remedy under this Mortgage shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or thereunder. The remedies provided in this Mortgage are cumulative and not exclusive of any remedies provided by law. No amendment, modification, termination or waiver of any provisions of this Mortgage, nor consent to any departure by Mortgagors therefrom, shall be effective unless the same shall be in writing and signed by an executive officer of Lender, and then such waiver or consent shall be effective only in this specific instance and for the specific purpose for which given. No notice to, or demand on, Mortgagor in any case shall entitle Mortgagor to any other or further notice or demand in similar or other circumstances.

23. Landlord-Tenant Relationship. Any sale of the Property under this Mortgage shall, without further notice, create the relationship of landlord and tenant at sufferance between the purchaser and Mortgagors.

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

25. Application of Payments. If the lien, assignment 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 Property, 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 which is not secured or not fully secured by said lien, assignment or security interest created hereby.

26. Not Homestead. Mortgagors hereby certify that the Property does not constitute a homestead (as defined by ALA. CODE § 6-10-2 (1993 Repl.)).

27. Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Mortgagor" and "Lender" shall include their respective successors and assigns. Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this instrument, whether one or more natural persons, corporations, associations, partnerships, limited liability companies, or other entities. The word "including" shall mean including without limitation.

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

29. Release or Extension by Lender. Lender, without notice to Mortgagors and without in any way affecting the rights of Lender hereunder as to any part of the Property not expressly released, may release any part of the Property or any person liable for any of the Obligations and may agree with any party with an interest in the Property to extend the time for payment of all or any part of the Obligations or to waive the prompt and full performance of any term, condition or covenant of the Note, this Mortgage, any other Loan Document or any other document or instrument evidencing or securing the Obligations.

30. Partial Payments. Acceptance by Lender of any payment of less than the full amount due on the Obligations shall be deemed acceptance on account only, and the failure of Mortgagors 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, Lender shall be entitled to exercise all rights conferred on it by the terms of this Mortgage in case of the occurrence of an Event of Default.

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

32. Other Mortgages Encumbering the Property. Mortgagors hereby authorize the holder of any other mortgage encumbering the Real Estate or the Improvements to disclose to Lender from time to time and at any time the following information: (a) the amount of debt secured by such mortgage, (b) the amount of such debt that is unpaid, (c) whether such debt is or has been in arrears, (d) whether there is or has been any default with respect to such mortgage or the debt secured thereby, and (e) any other information regarding such mortgage or the debt secured thereby that Lender may request from time to time. Mortgagors expressly agree that if default should be made in the payment of principal, interest or any other sum secured by any other mortgage encumbering the Real Estate or the Improvements, Lender may, but shall not be required to, pay all or any part of such amount in default, without notice to Mortgagors.

Mortgagors agree to repay any such sum advanced upon demand, with interest from the date such advance is made at the rate provided in the Note, and any sum so advanced, together with the interest thereon, shall be a part of the Obligations secured by this Mortgage.

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

34. Expenses. Mortgagors shall pay all costs and expenses incurred by Lender in connection with preparing and recording this Mortgage and enforcing Lender's rights hereunder, including, but not limited to, reasonable attorneys' fees.

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

36. Governing Law. This Mortgage shall be governed and construed under the laws of the state of Alabama.

IN WITNESS WHEREOF, Mortgagors have executed this Mortgage on the day and year first above written.

Thomas A. Oatch
Witness

COVENANT CLASSICAL SCHOOLS,
LLC

By: W. David Upton
W. David Upton, Its Manager

Thomas A. Oatch
Witness

COVENANT CLASSICAL SCHOOL
VALLEYDALE ROAD, LLC

By: W. David Upton
W. David Upton, Its Manager

Thomas A. Oatch
Witness

COVENANT CLASSICAL SCHOOL OF
TRACE CROSSING, LLC

By: W. David Upton
W. David Upton, Its Manager

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **W. David Upton**, whose name as Manager of **Covenant Classical Schools, LLC**, 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 said instrument, he as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 30th day of March, 2000.

Phillip B. Walker
Notary Public
My Commission Expires: 2/16/04

[SEAL]

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **W. David Upton**, whose name as Manager of **Covenant Classical School Valleydale Road, LLC**, 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 said instrument, he as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 30th day of March, 2000.

Phillip B. Walker
Notary Public
My Commission Expires: 2/16/04

[SEAL]

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **W. David Upton**, whose name as Manager of **Covenant Classical School of Trace Crossing, LLC**, 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 said instrument, he as manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

GIVEN under my hand and official seal this the 30th day of March, 2000.


NOTARY PUBLIC
My Commission Expires: 2/16/04

[SEAL]

This instrument prepared by:

Herbert Harold West, Jr.
CABANISS, JOHNSTON, GARDNER,
DUMAS & O'NEAL
2001 Park Place North, Suite 700
P. O. Box 830612
Birmingham, Alabama 35283-0612
(205) 716-5200

EXHIBIT A
TO
MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES
(Shelby County Property)

SHELBY COUNTY (PARCEL D)

Lot 5-A, according to the resurvey of Lots 4, 5 and 6, Village on Valleydale at Southlake, as recorded in Map Book 13 page 65 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

EXHIBIT B
TO
MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES
(Jefferson County Property)

JEFFERSON COUNTY (BESSEMER DIVISION) (PARCEL II)

Lot 1-D, according to Upton's Resurvey of part of Lot 1, T.C. Limited Addition to Trace Crossing as recorded in Map Book 34 page 57 in the Probate Office of Jefferson County, Alabama, Bessemer, Division; being situated in Jefferson County, Alabama.

EXHIBIT C
TO
MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES

EXCEPTIONS TO SHELBY COUNTY

1. Building setback lines and Easements as shown by recorded plat.
2. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 129 page 572 and Deed Book 219 page 734 in Probate Office.
3. Right(s)-of-Way(s) granted to Shelby County by instrument(s) recorded in Deed Book 177 page 38 in Probate Office.
4. Easement to Alabama Power Company as shown by instrument recorded in Real 142 page 184 and Real 149 page 12 in Probate Office.
5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 121 page 294 in Probate Office.
6. Restrictions, covenants and conditions as set out in instrument(s) recorded in Real 153 page 395 in Probate Office.
7. Restrictions for land use as set out in Real 160 page 492 in Probate Office.
8. Access easement agreement dated January 13, 1988, as recorded in Real 170 page 303 in Probate Office of Shelby County, Alabama.

EXCEPTIONS TO JEFFERSON COUNTY (BESSEMER DIVISION)

1. Building setback line of 35 feet reserved from Stadium Trace Parkway as shown by plat.
2. Easements as shown by recorded plat, including an irregular easement along Stadium Trace Parkway and Magnolia Trace as shown by survey of Laurence D. Weygand dated February 24, 2000.
3. Restrictions, covenants and conditions as set out in instrument(s) recorded in Real 873 page 373 in Probate Office.
4. Rights(s)-of-Way(s) granted to Alabama Power Company by instrument(s) recorded in Real 38 page 884 in Probate Office.

5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Real 3617 page 712 in Probate Office.

6. Release(s) of damages as set out in instrument(s) recorded in Volume 247 page 14; Real 933 page 357 and Inst. #9905/8516 in Probate Office.

7. Non-exclusive Easement as set out in Real 638 page 423, refiled in Real 643 page 729, being conveyed to the City of Hoover by Real 647 page 963 in Probate Office.

8. Declaration of Protective Covenants of Trace Crossings (Business) as set out in Real 646 page 515 in Probate Office.

9. Easement Agreement as set out in Inst. #9905/8519, and Sub-Easement Agreement recorded in Inst. #9905/8520 in Probate Office.

10. A 100 foot Alabama Power Company Easement running through the Southwest corner of lot; two 30 foot easements centered on existing round concrete storm sewers, and 25 foot easement on East side, all as shown by survey of Laurence D. Weygand dated February 24, 2000.

Inst # 2000-10575

04/03/2000-10575
08:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
029 MMS 1387.65