

**BIRMINGHAM HOSPITALITY CORPORATION**

**Borrower**

**to**

**BANK OF PENSACOLA,**

**Lender**

**Inst # 2000-17592**

**05/30/2000-17592  
01:27 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
012 MMS 4029.75**

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**REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

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**Dated: May 24, 2000**

**This instrument was prepared by and  
after recording should be returned to:**

**CAPELL & HOWARD, P.C.  
P. O. Box 2069  
Montgomery, AL 36102-2069  
Attention: John F. Andrews, Esq.**

## REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, Birmingham Hospitality Corporation, a corporation organized under the laws of the State of Alabama, whose address is 113 Baybridge Professional Park, Pensacola, Florida 32561 (the "Borrower") has become justly indebted to Bank of Pensacola, Pensacola, Florida, a state bank organized under the laws of the State of Florida, whose address is P. O. Box 12966, Pensacola, Florida 32591-2966, hereinafter called "Lender," in the principal sum of Two Million Six Hundred Sixty-Two Thousand Five Hundred Dollars (\$2,662,500) as evidenced by its Term Note (the "Term Note"); and

WHEREAS, the Term Note is issued pursuant to a Loan Agreement (the "Loan Agreement") dated as of May 24, 2000, by and between the Borrower and the Lender pursuant to which the Lender has committed to make a loan (the "Loan") to the Borrower in the aggregate principal amount of \$2,662,500 as evidenced by the Term Note; and

WHEREAS, the Borrower is entering into this Real Estate Mortgage and Security Agreement in order to secure the payment of all obligations and liabilities of the Borrower under the Term Note, the Loan Agreement and this Instrument (collectively the "Obligations").

NOW, THEREFORE, in consideration of the premises and in order to secure the payment and performance of the Obligations and any renewal or extension of the same and any other indebtedness now or hereafter owed by Borrower to Lender, in compliance with all the stipulations herein contained, the Borrower does hereby grant, bargain, sell and convey unto the Lender the following described real and personal property and interests (herein collectively called the "Premises"):

Lot 14B, according to the Amended Map of a resurvey of Lot 14 of Cahaba Park South, recorded in Map Book 10, page 15, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH all improvements and fixtures thereon, and all and singular the rights, members and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Borrower including, but not limited to, all rents, profits, issues and revenues of the Premises from time to time accruing, whether under leases now existing or hereafter created, reserving only the right to the Borrower to collect the same so long as the Borrower is not in default hereunder.

TO HAVE AND TO HOLD the same and every part thereof unto the Lender, Bank of Pensacola, its successors and assigns forever.

And for the purpose of further securing the payment of said indebtedness, the Borrower covenants and agrees as follows:

The Borrower covenants that the Borrower is lawfully seized of the Premises and has the right to grant, convey and assign the Premises, that the Premises are unencumbered except for those liens and encumbrances set forth in Exhibit A attached hereto and incorporated herein by reference, and that the Borrower will warrant and defend generally the title to the Premises against all claims and demands, (except the claims of parties specified in Exhibit A attached hereto).

The Borrower and Lender covenant and agree as follows:

1. Payments by the Borrower. The Borrower shall promptly pay, or cause to be paid, when due and payable: (i) the principal of and interest on the Term Note and all other sums due and payable under the Obligations; (ii) all taxes, assessments (general and special) and other charges levied on or assessed, placed or made against the Premises or any interest of Lender in the Premises; (iii) premiums on policies of insurance required by the Loan Agreement and this Instrument; (iv) the claims of all persons supplying labor or materials to or in connection with the Premises; and (v) all other claims which, if unpaid, would constitute a lien or charge upon any of the Premises.

2. Application of Payments. All payments received by Lender from the Borrower shall be applied in accordance with the terms of any instruments now or at any time thereafter evidencing the Obligations, provided, however, from and after the occurrence of any Event of Default as described herein, and in consequence thereof the Lender elects to accelerate the payment of the Term Note, then Lender may apply such payments to the Obligations in such order of application as Lender may from time to time elect in its sole discretion.

3. Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the Premises insured in an amount equal to the full insurable value thereof by carriers at all times satisfactory to Lender against loss by fire and other hazards included within the term "extended coverage," rent loss, and such other hazards, casualties, liabilities and contingencies as Lender shall reasonably require including, without limitation, general liability insurance of up to \$1,000,000 per occurrence and \$3,000,000 annually in the aggregate. The Lender shall be furnished with a mortgagee endorsement to each hazard insurance policy naming the Lender as loss payee.

4. Preservation and Maintenance of Premises; Leaseholds. The Borrower (a) shall not commit waste or permit impairment or deterioration of the Premises, (b) shall not abandon the Premises, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Premises to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Premises, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Premises when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to



the Premises, and (f) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Premises, the security of this Instrument or the rights or powers of Lender. Neither the Borrower nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Premises except in compliance with the terms and conditions of the Loan Agreement relative thereto.

5. Use of Premises. Unless required by applicable law or unless Lender has otherwise agreed in writing, the Borrower shall not allow changes in the use for which all or any part of the Premises was intended at the time this Instrument was executed. The Borrower shall not initiate or acquiesce in a change in the zoning classification of the Premises without Lender's prior written consent.

6. Protection of Lender's Security. If the Borrower fails to perform the covenants and agreements contained in this Instrument, or if any action or proceeding is commenced which affects the Premises or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (a) a disbursement of attorney's fees, (b) entry upon the Premises to make repairs and (c) procurement of satisfactory insurance as provided in paragraph 3 hereof. Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of the Borrower secured by this agreement, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the Term Note Rate (as defined in the Loan Agreement) plus 2% per annum, unless collection from the Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from the Borrower under applicable law. The Borrower hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the Obligations secured hereby. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Premises.

8. Books and Records. The Borrower shall keep and maintain at all times at 113 Baybridge Professional Park, Gulf Breeze, Florida 32561, or at such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the maintenance and operation of the Premises and copies of all written contracts, leases and other instruments which affect the Premises. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender.

9. Condemnation. The Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Premises, or part thereof, and the Borrower shall appear in and prosecute any such action or proceeding. The proceeds of any award, payment or claim for damages, direct or consequential,

in connection with any condemnation or other taking, whether direct or indirect, of the Premises, or part thereof, or for conveyances in lieu of condemnation in excess of \$250,000, shall be paid to the Lender and applied to accrued interest on the Term Note, the principal balance of the Term Note, and to the Borrower, in that order. Unless the Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 hereof or change the amount of such payments. The Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

10. The Borrower and Lien Not Released. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of the Borrower, the Borrower's successors or assigns or of any junior lienholder or guarantors, without liability on Lender's part and notwithstanding the Borrower's breach of any covenant or agreement of the Borrower in this Instrument, extend the time for payment of the Obligations or any part thereof, reduce the payments thereon, release anyone liable on any of the Obligations, accept a renewal note or notes therefor, modify the terms and time of payment of the Obligations, release from the lien of this Instrument any part of the Premises, take or release other or additional security, reconvey any part of the Premises, consent to any map or plan of the Premises, consent to the granting of any easement and join in any extension or subordination agreement. Any actions taken by Lender pursuant to the terms of this paragraph 10 shall not affect the obligation of the Borrower or the Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of the Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Premises. The Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at the Borrower's request.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any other right or remedy. The acceptance by Lender of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Obligations, nor shall Lender's receipt of any awards, proceeds or damages under paragraphs 3 and 9 hereof operate to cure or waive the Borrower's default in payment of sums secured by this Instrument.

12. Estoppel Certificate. The Borrower shall, within ten days of a written request from Lender, furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this Instrument and any right of set-off, counterclaim or other defense that is asserted to exist against such sums and the obligations of this Instrument.

13. Uniform Commercial Code Security Agreement. This Instrument is also intended to be a security agreement pursuant to the Alabama Uniform Commercial Code for any of the items specified above as part of the Premises which, under applicable law, may be subject to a



security interest pursuant to the Alabama Uniform Commercial Code and the Borrower hereby grants Lender a security interest in said items. In addition, the Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Instrument in such form as Lender may require to perfect a security interest with respect to said items. The Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Except as otherwise provided in the Loan Agreement, without the prior written consent of Lender, the Borrower shall not create or suffer to be created pursuant to the Alabama Uniform Commercial Code any other security in said items, including replacements and additions thereto. Upon the Borrower's breach of any covenant or agreement of the Borrower contained in this Instrument, including the covenants to pay when due all sums secured by this Instrument, Lender shall have the remedies of a secured party under the Alabama Uniform Commercial Code and, at Lender's option, may also invoke the remedies hereinafter set forth in this Instrument as to such items. In exercising any of said remedies, Lender may proceed against the items of property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Alabama Uniform Commercial Code or of the remedies provided in of this Instrument.

14. Leases of the Premises. The Borrower shall comply with and observe the Borrower's obligations under all leases of the Premises or any part thereof. The Borrower will not lease any portion of the Premises except with the prior written approval of Lender. The Borrower, at Lender's request, shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Premises, and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. The Borrower shall not, without Lender's written consent, execute, modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter made of all or any part of the Premises providing for a term of three years or more, permit an assignment or sublease of such a lease without Lender's written consent, or request or consent to the subordination of any lease of all or any part of the Premises to any lien subordinate to this Instrument. Upon Lender's request, the Borrower shall assign to Lender, by written instrument satisfactory to Lender, all leases now existing or hereafter made of all or any part of the Premises.

15. Governing Law: This document shall be governed by Alabama law.

UPON CONDITION, HOWEVER, that if the Borrower shall well and truly pay and discharge the indebtedness hereby secured, (including the repayment to the Lender of any amounts advanced by the Lender under the terms hereof or of the Loan Agreement) as it shall become due and payable at maturity or upon acceleration and shall in all things do and perform all acts and agreements by it herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by the Lender under the authority of any of the provisions of this Instrument or should the interest of said Lender in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the debt hereby secured, or should any law, either federal or state, be passed imposing

or authorizing the imposition of a specific tax upon this Instrument or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this Instrument or by virtue of which any tax or assessment upon the Premises shall be charged against the owner of this Instrument or should at any time any of the stipulations contained in this Instrument be declared invalid or inoperative by any court of competent jurisdiction or should the Borrower fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events (an "Event of Default") the whole of the indebtedness hereby secured, or any portion or part of same as may not as of said date have been paid, with interest thereon, shall at once become due and payable and this Instrument subject to foreclosure at the option of the Lender; notice of the exercise of such option being hereby expressly waived; and the Lender shall have the right to enter upon and take possession of the Premises hereby conveyed and after or without taking such possession to sell the same in whole or part, and from time to time before the respective County Court House door of the County in which the Premises to be sold is located at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in the city where the County Court House is located, or of general circulation therein, and upon the payment of the purchase money the Lender or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Borrower a good and sufficient deed and bill of sale to the Premises sold; the Lender shall apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances; with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Borrower or to whomever then appears of record to be the owner of said Premises. The Lender may bid and become the purchaser of the Premises at any foreclosure sale hereunder.

Lender shall give notice of sale and shall sell the Premises according to the laws of Alabama. Lender may sell the Premises at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Lender may determine. Lender may postpone sale of all or any part of the Premises by public announcement at the time and place of any previously scheduled sale. The Lender shall have and may exercise with respect to any property subject to the Alabama Uniform Commercial Code included in the Premises all rights, remedies and powers of a secured party under the Alabama Uniform Commercial Code with reference to such property 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 such property and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Alabama Uniform Commercial Code after default hereunder, without regard to preservation of the Personal Property or its value and without the necessity of a court order. The Lender shall have, among other rights, the right to take possession of the Personal Property and to enter upon the property where the same may be situated for the purpose of repossession of the same without being guilty of trespass and without liability for damages as a result of such entry or repossession, and to take any action deemed appropriate or desirable by the Lender, at its option and its sole discretion, to repair, restore or otherwise prepare the Personal Property for sale, lease or other use or disposition. At the Lender's request, the Borrower shall assemble the Personal Property and make the same



available to the Lender at any place designated by the Lender. To the extent permitted by law, the Borrower expressly waives any notice of sale or any other disposition of the Personal Property and any rights or remedies of the Lender with respect to, and the formalities prescribed by law related to, the sale or disposition of the Personal Property or to the exercise of any other right or remedy of the Lender existing after default. To the extent that such notice is required and cannot be waived, the Borrower agrees that if such notice is given to the Lender at least ten (10) days before the time of the sale or other disposition, such notice shall be deemed commercially reasonable and shall fully satisfy any requirement for giving said notice.

As part of the consideration for the Obligations, the Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents of the Premises, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Premises, regardless of to whom the rents and revenues of the Premises are payable. The Borrower hereby authorizes Lender or Lender's agents to collect the aforesaid rents and hereby direct each tenant of the Premises to pay such rents to Lender or Lender's agents; provided however, that prior to written notice given by Lender to the Borrower of the breach by the Borrower of any covenant or agreement of the Borrower in this Instrument, the Borrower shall collect and receive all rents of the Premises as trustee for the benefit of Lender and the Borrower, to apply the rents so collected to the Obligations.

Upon the occurrence of an Event of Default hereunder, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Premises in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents of the Premises, the making of repairs to the Premises and the execution or termination of contracts providing for the management or maintenance of the Premises, all on such terms as are deemed best to protect the security of this Instrument. If Lender elects to seek the appointment of a receiver for the Premises upon the Borrower's breach of any covenant or agreement of the Borrower in this Instrument, the Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Premises. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Premises and shall be liable to account only for those rents actually received. Lender shall not be liable to the Borrower, anyone claiming under or through the Borrower or anyone having an interest in the Premises by reason of anything done or left undone by Lender under this paragraph.

If the rents of the Premises are not sufficient to meet the costs, if any, of taking control of and managing the Premises and collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of the Borrower to Lender secured by this Instrument pursuant to paragraph 6 hereof. Unless Lender and the Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to the Borrower requesting payment thereof and shall bear interest from the date of disbursement at the Term Note Rate (as defined in the Loan Agreement) plus 2% unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from the Borrower under applicable law.



Any entering upon and taking and maintaining of control of the Premises by Lender or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of rents of the Premises shall terminate at such time as this Instrument ceases to secure indebtedness held by Lender.

Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

Except for any notice required under applicable law to be given in another manner, (a) any notice to the Borrower provided for in this Instrument shall be given by mailing such notice by certified mail addressed to the Borrower at the Borrower's address stated above or at such other address as the Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Instrument shall be deemed to have been given to the Borrower or Lender when given in the manner designated herein.

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and the Borrower. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

In the event that any provision of this Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Instrument which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument are declared to be severable. If any applicable law limiting the amount of interest or other charges permitted to be collected from the Borrower is interpreted so that any charge provided for in this Instrument, whether considered separately or together with other charges levied in connection with this Instrument violates such law, and the Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of the indebtedness. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from the Borrower has been violated, all indebtedness which is secured by this Instrument and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the instrument or agreement evidencing such indebtedness. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of such instrument or agreement.

Notwithstanding the existence of any other security interests in the Premises held by Lender or by any other party, Lender shall have the right to determine the order in which any or

all of the Premises shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. The Borrower, any party who consents to this Instrument and any party who now or hereafter acquires a security interest in the Premises and who has the actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

Upon payment of all sums secured by this Instrument, Lender shall cancel this Instrument. If Lender is requested to cancel this Instrument, all notes evidencing any of the Obligations shall be surrendered to the Borrower and the Borrower shall pay Lender's reasonable costs incurred in canceling this Instrument.

Upon request of the Borrower, Lender at Lender's option so long as this Instrument secures indebtedness held by Lender, may make Future Advances to the Borrower. Such Future Advances, with interest thereon, shall be secured by this Instrument when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Instrument, not including sums advanced in accordance herewith to protect the security of this Instrument, exceed the original aggregate principal amount of the Term Note plus the additional sum of \$2,000,000.

This Instrument is subject to the Loan Agreement which is incorporated by reference herein in full.



IN WITNESS WHEREOF, the Borrower has signed, sealed and delivered this Instrument as of the 24th day of May, 2000.

BIRMINGHAM HOSPITALITY CORPORATION

By: [Signature]  
Its President

ATTEST:

[Signature]  
Its Secretary

STATE OF Alabama

COUNTY OF Baldwin

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Julian MacQueen, whose name as President of Birmingham Hospitality Corporation, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, in his capacity as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand this the 24<sup>th</sup> day of May, 2000.

[Signature]  
Notary Public

(SEAL)

My commission expires: 7/16/2002

**EXHIBIT A**  
**to Real Estate Mortgage and Security Agreement**

Liens and encumbrances shown on Schedule B - Section 2 of Chicago Title Insurance Corporation Commitment No. 1093-G.

**Inst # 2000-17592**

**05/30/2000-17592**  
**01:27 PM CERTIFIED**  
**SHELBY COUNTY JUDGE OF PROBATE**  
**012 MMS 4029.75**