MORTGAGE

MORTGAGOR SOUTH BUILDERS, INC.

HERFESTICATION HO.

TELEPHONE NO.

RYTHRICATION NO.

specified and any future advances or future Obligations, as defined herein, which advanced or incurred, and other good and vehiclis warmans, berguine, selle, senigne, conveys, and mortgages to

TELEPHONE NO.

assigns, with power of tale and right of entry and possession all of Moragagor's present real property described in Schedule. A which is attached to this Mortgage and incorporated future improvements, chancis, and fixenes; all privileges, hereditaments, and apparaments. and foture estate, right, title and interest all leases. licenses and other agreements; all rents, leases and profits; all water, well, disch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"), until payment in full of all Obligations secured hereby.

Moreover, in further consideration. Moragagor does, for Moragagor and Mortgagor's heirs, representatives, successors and assigns, hereby

expressly warrant, covenant, and agree with Lender, its successors and assigns as follows:

1. OBLIGATIONS. This Mortgage shall secure the payment and performance of all present and future indehedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Lender pursuant to:

the full-wine accomingness and other agreements:

(a) this Mortgage	and the following promisery so	and and seem agreement	The state of the s	CUSTOMER	LOAN
RATE	CHEEKL PRODUCT	AGREEMENT DATE	DATE 05/25/01	NEMBER	NUMBER
VARIABLE	\$80,000.00	05/25/00			
				:	
i , i ,		·]		Morroson (whether #10	ruted for the m

(b) all other present or future written agreements with Lender which refer specifically to this Mortgage (whether executed for the

different purposes then the foregoing)

(c) any guaranty of obligations of other parties given to Lander now or hereafter executed which refers to this Mortgage; (d) featre advances, whether obligatory or optional, to the same extent at if made contemporaneously with the execution of this Mortgage, made or extended to or on behalf of Mortgagor or Burrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien created by this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding. At no time shall this Morrgage, not including sums advanced to protect the security of this Morrgage.

exceed 5 80,000.00 (e) all amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing

2. REPRESENTATIONS, WARRANTIESAND COVENANTS. Mortgagor represents, warrants and covenants to Lender that (a) Mortgagor has fee simple marketable title to the Property and shall maintain the Property free of all mortgages, security interests.

encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner; (b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the state where the Property is located nor any other governmental or quasi governmental entity has filed a hen on the Property. nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, has any other party used. generated, released, discharged, secred, or disposed of any Hazardous Materials, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, of white which is or becomes regulated by any governmental authority including, but not limited to (ii) petroleum; (ii) frieble or noufrieble asbestos; (iii) polychlorinated hiphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Circa Water Act or listed pursuant to Section 307 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or listed amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or say amendments or replacements to that statute; and (vi) those substances, materials or waster defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar state or federal statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination

(c) All applicable laws and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all soning and building laws and regulations relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property, presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (inclusing but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are meetinal to the use and occupancy of the Property, presently are and

(d) Mortgagor has the right and is duly suthorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement, which may be building on Mortgagor at any time:

1 FALSO1 C John H. Harland Co. (01/15/99) 4889-987-979

- (e) No action or proceeding is or shall be pending or threshoned which might muserially affect the Property; and (f) Mortgagor has not violated and shall not violate any meters, regulation, ordinance, rule of law, contract or other agreement (utilizing, but not
- limited to, those governing Hazardous Muserials) which might muserially affect the Property or Lender's rights or interest in the Property pursuant to this Montgreet.
- 3. PRIOR MOREGAGES. Moregagor represents and warrants that there are no prior moregages or deeds of must affecting any part of the Property except as set forth on Schedule B attached to this Mortgage which Mortgagor agrees to pay and perform in a timely meaner. If there are any prior mortgages or deads of trust then Micrograper agrees to pay all amounts ewed, and perform all obligations required, under such mortgages or deads of trust and the indehedrous secured thereby and further agrees that a defeat under any prior moregage or deed of trust shall be a default under the Managings and shall smalle Londor to all rights and regardles contained herein or in the Obligations to which Londor would be entitled in the event of any other defeat.
- TRANSMISS OF THE PROPERTY OR MENSFICIAL INTERESTS IN MONTGAGORS OR BORROWERS. In the event of a sale, conveyance. 4. Included the control of the contr
- 5. Amendethical of address. Morangor absolutely energies to Lender all present and future rents, royalties, income and profits which arise from the use or securiously of all or any portion of the Property. Usual Morapagor is in default under this Mortgage or any of the Obligations. Mortgagor shall have a license to collect and receive the reats, stypities, income and profits. Upon any default under this Mortgage or any of the Ohigacions, Lender may terminate Mortgagor's license without notice and may thereafter proceed to collect the rents, royalties, income, and profits with or without the appointment of a receiver. All rems, royalties, income and profits collected by Lender or a receiver will be applied first to pay all expenses of collection, then to the payment of all costs of operation and maintenance of the Property, and then to the payment of the Obligations secured by this Mortgage in the order determined by Londer in its sole discretion.
- 6. CONSTRUCTION MORTGAGE. The If checked, this Mortgage: is a construction mortgage that secures an Obligation incurred for the acquisition cost of the land and/or the construction of an improvement on land, and it will be subject to the terms of a construction four agreement between Mortgagor and Lender. Any materials, equipment or supplies used or intended for use in the construction, development or operation of the Property whether stored on or off the Property, shall also be subject to the lien of this Mortgage Mortgagor shall obtain Leader's approval of all plans and specifications, and no changes to the plans and specifications of the nature of the construction project shall be permitted without the prior written approval of Lender.
- 7. LEASES AND OTHER AGREEMENTS. Morrgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease pertaining to the Property. In addition, Mortgagor, without Lender's prior without consent. shall not: (a) collect any monies payable under any Lease more than one month in advance; (b) modify any Lease; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Moragagor's rights, title and interest us and to any Lease or the amounts payable thereunder, or (d) terminate or cancel any Louis except for the scorpsyment of any men or other material breach by the other party thereto. If Mortgagor receives at any time they written communication asserting a default by Mortgagor under any Least or purporting to terminate or cancel any Least, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating therein) to Lender. All such Lendes and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations
- 8. COLLECTION OF INDESTEDRESS FROM THIRD PARTY. Leader shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgagor Mortgagor shall diligently collect the Indobestness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses of receives possession of any instruments or other rensistances with respect to the Indebtedness following the giving of such notification or if the lostruments or other remistances constitute the propayment of any indebtedness or the payment of any insurance of condemnation proceeds Mortgagor shall hold such instruments and other reminances in trust for Lender spart from its other property, endorse the instruments and other ittances to Leader, and immediately provide Leader with possession of the instruments and other remanances. Leader shall be consided, but not required, to collect (by legal proceedings or otherwise), extend the tune for payment, compromise, exchange of release any obligor or collectual, or otherwise settle any of the indebtedness whether or not an Event of Default exists under this Mortgage. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay permissing to the actions described in this paragraph or any damages resulting therefrom Notwithstanding the foregoing, nothing herein shall cause Leader to be deemed a mortgages in possession.
- 9. USE AND MAINTENANCE OF PROPERTY, Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or parmit any waste to be committed with respect to the Property Mortgagor shall use the Property solely in compliance with applicable law and insumace policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole
- 19. LOSS OR DAMAGE. Mongagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property
- 11. INSURANCE. The Property will be kept insured for its full insurable value against all loss or damage caused by flood, carthquake, tornacio and fire, theft or other casualty to the extent sequired by Lander. MORTGAGOR HAS THE RIGHT TO PROVIDE SUCH INSURANCE THROUGH AN EXISTING POLICY OR A POLICY INDEPENDENTLY OBTAINED AND PAID FOR BY MORTGAGOR, subject to the right of Lender to decline the insurance offered by Mortgagor for reasonable cause before credit is extended. The insurance policies shall require the insurance company to provide Lender with at least _____ days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payer and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be peat the insurance proceeds pertaining to the loss of damage of the Property. In the event Moregagor fails to acquire of maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance coverage shall be an advance payable and bearing interest as described in Paragraph 22 and secured hereby. Moregagor shall fermish Lender with evidence of insurance inducating the required coverage. Leader may act as anormay-in-fact for Mortgagor in making and senting claims under insurance policies cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be immediately assigned, pledged and delivered to Londor as further security for the Obligations. In the event of loss, Morigagor shall immediately give Lender written notice and Lender is sustorized to make proof of loss. Each insurance company is directed to make payments directly to Leader instead of to Lender and Mortgagor. Londer shall have the right, at its sole option, to apply such montes toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof
- 12. ZONING AND PRIVATE COVENANTS. Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property is or becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discombined or abandoned without the prior written consent of Lender Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the
- 13. CONDEMNATION, Morgagor shell immediately provide Lender with written nonce of any actual or threatened condemnation of eminent domain proceeding pertaining to the Property. All monine payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Londor's anorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the
- 14. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Mortgagor shall immediately provide Lander with written notice of any actual or threatmed action, selt, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its actorney-in-fact to communice. intervene in, and defend such actions, sales, or other tegal proceedings and to compromise or sente any claim or concretely pertaining thereta-Lender shall not be liable to Mortgagor for any action, error, mastake, omission or delay persaning to the actions described in this paragraph or any damages resulting therefrom. Nothing contained hejein will prevent Lender from taking the actions described in this paragraph in its own name
- 15. INDEMNIFICATION. Leader shall not essisme or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claums, damages, limbilities (including anormeys' fees and legal expenses) causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not lamited to, those involving Hazardous Materials). Mortgager, upon the request of Lender, shall hire legal counsel to defend Lander from such Claims, and pay the attorneys fees, legal expenses and other costs incursed in connection therewith. In the alternative, Lender thail he entitled to employ as own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination release, satisfaction or foreclosure of this Micrigage;
- 16. TAXES AND ASSESSMENTS. Morgagor shall pay all tuxes and assessments relating to the Property when due and tramediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insulance premium, taxes and assessments permaning to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender thall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due data thereof.

17. ENERGCTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Mortgagor shall allow Londer or its agents to examine and impact the Property and examine, inspect and make copies of Mongagor's books and records pertaining to the Property from nose to time Microgagor shall provide any assistance required by Londor for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be gamuine, true, accurate and complete in all respects. Mortgagor shall now the existence of Londor's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shell report, in a form satisfactory to Lender, such information as Lander may request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such pieces, and shall be rendered with such frequency as Leader may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by Moregagor if Lander requests.

18. ESTOPPEL CERTIFICATES. Within ten (10) bys after any request by Londor, Mortgagor shall deliver to Lender, or any intentied transferor of Lender's sights with respect to the Obligations, a signed and acknowledged statement specifying: (a) the outstanding balance on the Obligations, and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such classes, defenses, not-offs or commerciains. Mortgagor will be conclusively bound by any representation that Lender may make to the seconded transferor with respect to those matters in the event that Mortgagor fails to provide the requested statement in a tensity manner

19; EVENTES OF DEFAULT. An Event of Default will occur under this Mortgage in the event that Mortgagor, Borrower, or any guaranter of the Obligadone:

(a) fails to make any payment under this Obligation, any other document or instrument relating to the foregoing or executed in favor of Lender.

(b) Mills to perform any obligations or breaches may warranty or covenant to Lender contained in this Mortgage or any other present or future written agreement regarding this or any other indebtedness to Lander;

(c) provides or causes any false or misleading signature or representation to Lender;

(d) sells, conveys, or mansfers rights in the Property without the prior written approval of Lender,

(c) seeks to revoke, terminate or otherwise limit its liability under any continuing guaranty;

(f) has a garnishment, judgment, an levy, strachment or lien entered or served against any of them or any of their property. (g) dies, becomes legally incompensat, is dissolved or terminated, causes to operate as business, becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of any bankruptcy, insolvency or debtor rehabilitation proceeding.

(b) fails to provide Lander evidence of satisfactory financial condition; or

(i) has a majority of its outstanding voting securities or other ownership interest sold, transferred or conveyed to any person or entity other than any person or entity that has the majority ownership as of the date of the execution of this Mortgage

In addition, an Event of Default will occur under the Obligations in the event that:

(a) the Property is used by anyone to transport or store goods, the possession, transportation, or use of which, is illegal;

(b) Lender reasonably deems itself insecure or reasonably believes the prospect of payment or performance is impaired due to a significant decline in the value of any of the Property or a material adverse change in Mortgagor's, Borrower's or any guarantor's husiness or financial

(c) any of the Property is destroyed, damaged or lost in any meterial respect or is subjected to sezzure, confiscation, or condemnation.

29. ENCION OF LENDER ON EVENT OF DEFAULT. Upon the occurrence of an Event of Default under this Mortgage. Lender shall be entitled to exercise and or more of the following remedies without notice or demand (except as required by law): (a) to declare the Obligations immediately due and payable in full, such acceleration to be automatic and annequate of the Event of Default is a

filling under the Bankruptcy Code;

(b) to collect the outstanding Obligations with or without resorting to judicial process;

(c) to require Mortgagor to deliver and make evaluable to Lumber any personal property or Chantels constituting the Property at a place

(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing said on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Londor shall have this contractual right to appoint a receiver;

(e) to employ a managing agent of the Property and let the same, in the name of Lender or in the name of Mortgagor, receive the rents. incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the

(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations:

(g) to foreclose this Mortgage under the power of sale and in accordance with the requirements of law or by judicial action, at Lender's election. (h) to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Lender including, but not limited to morues, instruments, and

deposit accounts maintained with Londor or any correctly existing or future affiliate of Londor; and (i) to exercise all other rights available to Lander under any other written agreement or applicable law

If Mortgagor is in default under this Mortgage, this Mortgage shall be subject to foreclosure at Lender's option. Notice of the exercise of such option is expressly waived by Mortgagor, and Lender shall have the right to enter upon and take possession of the Property, and after, or without taking possession of the property, to sell the Property at the front or main door of the country where the Property is located, at public nutcry for cash, after first giving notice of the description of the property to be sold and the time, place, and terms of such sale by publication once a week for three consecutive weeks prior to the sele in a newspaper published in the country or countries in which the property to be sold is located Mortgagor waives any requirement that the Property be sold in separate tracts and agrees that Londor may sell the Property on masse regardless of the number of parcels conveyed by this Moragage. The power of sale granted to Lender is a continuing power of sale and shall not be fully exercised until all of the Property not previously sold is sold or all of the Obligations are satisfied in full. Upon the payment of the purchase price, Lender or the auctioneer conducting the sale is nuthorized to execute a deed to the property in Mortgagor's name and deliver the deed to the purchaser at the foreclosure sale. Lender, its successors, assigns, agents or attorneys may bed all or any part of the debt owed and become the purchaser of the

The proceeds from the sale of the Property shall be applied as follows: first, to the expense of advertising, preparing, selling, and conveying the Property for sale, including reasonable amormy feet incurred by Lender in the foreclosure action or any injunction proceeding, bankruptcy, appeal, or other proceeding challenging the right of Lender to foreclose this Mortgage or sell any of the Property; second, to the payment of any amounts expended or that may be necessary to expend to pay insurance, taxes, assessments, and other liens and mortgages, third, in full or partial payment

of the Obligations in such order as Lender mey elect; and fourth, the balance, if any, to be pead in accordance with the requirements of law

21. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Mortgage shall be considered a financing statement and a financing filing pursuant to the provisions of the Uniform Commercial Code (as adopted by the state where the Property is located) covering fixtures chartely and articles of personal property now owned or bestafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chanels"), and Mortgagor hereby grants Lender a security interest in such Chanels. The debtor is the Mortgagor described above. The secured party is the Lender described above. Upon demand, Mortgagor shall make, execute and deliver such security agreements (as such term is defined in said Uniform Commercial Code) as Lender at any time may does necessary or proper or require to grant to Londor a perfected security interest in the Chattals, and upon Mortgagor's failure to do so, Lendor is authorized to sign any much agreement as the agent of Mortgagor. Mortgagor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chancle, at any time, without the signature of Mortgagor. Mortgagor will, however, at any time upon request of Lender, sign such financing statements. Mortgagor will pay all filling fees and taxes for the filling of such financing statements and for the refitting thereof at the times required, in the opinion of Lander, by said Uniform Commercial Code. If the lien of this Mortgage is subject to any security agreement covering the Chattels, then in the event of any definit under this Mortgage, all the right, title and interest of Mortgagor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Mortgagot or the predecessors or successors in title of Mongagor in the Property.

22. REIMBURSEMENT OF AMOUNTS EXPERIEDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Lender under this Mortgage. Upon demand. Mortgagor shall immediately reimburse Londor for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums thall be included in the definition of Obligations librain and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as berein provided, or in the event Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by the Lander in connection with said publication, including reasonable anomeys' fees, and this Mortgage shall be security for all such expenses and fees

23. APPLICATION OF PAYMENTS. All payments made by or on behalf of Mortgagor may be applied against the amounts pend by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Morigage and then to the payment of the remaining Obligations in whoever order Lender chooses

24. POWER OF ATTORNEY, Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or the Mortgage. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. All powers of attorney described in this Mortgage are coupled with an interest and are irrevocable.

25. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous hen, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record

- 26. PARTIALRELEASE, Londor may release its insurent in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its unterest in the Property(except as required under Paragraph 34), nor shall Lender be obligated to release any part of the Property if Mortgagor as in default under this Mortgago.
- 27. MODEFICATIONAND WAIVER. The modification or waiver of any of Moragagor's Obligations or Lender's rights under this Moragago must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Moragagor's Obligations, delay or fail to exercise any of its rights or accept payments from Moragagor or enyone other than Moragagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Moragagor's Obligations under this Moragagor shall not be affected if Lender, amends, compromises, exchanges, fails to exactine, implies or releases any of the Obligations belonging to any Moragagor. Borrower or third party or any of the Property. Lender's failure to instant upon strict performance of any of the Obligations shall not be deemed a weiver, and Lander shall have the right at any time thereafter to insist upon strict performance.
- 28. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Lender and their respective successors, antigna, treatnes, receivers, administrators, purposed representatives, legators and devisors.
- 29. NOTECHE. Pacept as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and sent to the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such nation so given and sent by first class mail, photogo proposit, shall be deemed given the earlier of three (3) days after such natice is sent or when received by the pacetos to whom such notice is being given.
- 36. SEVERABLETY, Whenever possible, such provision of this Morgage shall be interpreted so as to be effective and valid under applicable state law. If any provision of this Morgage violates the law or is unenforceable, the rest of the Morgage shall remain valid.
- 31. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Unless applicable law provides otherwise, Mortgager consents to the jurisdiction of any court selected by Lander, in its sole discretion, located in that state
- 32. MINCRELLANEOUS, Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, nonce of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.
- 33. SATESFACTSON, Upon the payment of all of the Obligations, including all future advances and all sams advanced by Lender pursuant to this Mortgage, this Mortgage shall be void and Lender will mail or deliver to Mortgager a written satisfaction in recordable form. Until such time, this Mortgage shall remain in full force and effect.

If this Mortgage secures an open end or revolving line of crudit which provides for future advances, satisfaction of the Obligations shall not occur until there is no outstanding indebtedness under any of the Obligations secured by this Mortgage and no commitment or agreement by Lender to make advances or otherwise give value under any agreement evidencing the Obligations: Upon written request to mainly this Mortgage against by Mortgage and all other persons who have a right to require Lunder to extend value, and provided there is no outstanding Obligation at that time. Lender will cause this Mortgage to be satisfied in accordance with law. After the written request for satisfaction, neither Mortgager nor any other person shall have any right to request or demand that Lunder extend value under this Mortgage or any other agreements as Lender shall be released from all continuous to extend value thereunder. Until the request to satisfy this Mortgage is duly signed and delivered to Lender, this Mortgage shall continue in full force and effect.

Mortgagor shall pay any costs of recordation of the satisfaction.

- 34. JURY TRIALWAIVER, MORTGAGOR HEREBY WAIVESANY RIGHT TO TRIALBY JURY IN ANY CIVILACTION ARISING OUT OF, OR BASED UPON, THIS MORTGAGE.
- 35. ADDITIONAL TERMS.

Dated this 25th	day of May, 2000	·
TGAGOR:OLD SOU	TR BULLDERS, INC.	MORTGAGOR: SLD SOUTH BUILDERS, INC.
ESIDENT TGAGOR		GEORGE E GREGORY VICE PRESIDENT MORTGAGOR
TGAGOR:		MORTGAGOR
etgagor		MORTGAGOR:

_		
ounty of	;	
1, the undersigned, a Notary	Public in and for said County, in said State, hereby certify that	
nose name(s) is/are signed to det, being informed of the content	he foregoing instrument and who is/are known to me, acknowledged befores of the instrument, they/he/she executed the same voluntarily on the day	e me on this da y the same best
Given under my hand and	official scal this day of	
(Notarial Sc		
of Ainberna	Notary Public	
resty of		
•	Public in and for said County, in said State, hereby certify that	
st, being informed of the content te.	he foregoing instrument and who is/are known to me, acknowledged befores of the instrument, they/he/she executed the same voluntarily on the day	e me on this da y the same bear
•	official scal this day of	
(Notarial Se	eaf) Notary Public	
tate of Alabama)	
owney of graphecocon	;)	
i, the undersigned, a Notary	Public in and for said County, in said State, hereby certify that	
	Manier and Leville H. De	to B.
Old Smith By	uilder. Duc	
Carparation	is/are signed to the foregoing instrument, and	
me, acknowledged before me o	on this day that, being informed of the contents of the instrument, they/he/she and with full authority, executed the same volumently for and as the	, as room act of said
Caronali		1
Given under my hand and	d official seal this SS day of	<i>f</i>
(Notarial S	•	
	Notary Public	
rate of Alabama)	
) :	
ounty of	MCOMMON SPRESTERANCY 3, 200/ Bubble is and for said County in said State, bereity certify that	
owaty of	Public in and for said County, in said State, hereby certify that	
I, the undersigned, a Notary		
I, the undersigned, a Notary	Public in and for said County, in said State, hereby certify that	who is/are know
I, the undersigned, a Notary hose name(s) as	Public in and for said County, in said State, hereby certify that	, as such
I, the undersigned, a Notary hose name(s) as me, acknowledged before me o	Public in and for said County, in said State, hereby certify that is/are signed to the foregoing instrument, and on this day that, being informed of the contents of the instrument, they/he/she	, as such
I, the undersigned, a Notary hose name(s) as me, acknowledged before me of	Public in and for said County, in said State, hereby certify that is/are signed to the foregoing instrument, and on this day that, being informed of the contents of the instrument, they/he/she and with full authority, executed the same voluntarity for and as the d official seal this day of	, as such
I, the undersigned, a Notary hose name(s) as me, acknowledged before me o	Public in and for said County, in said State, hereby certify that is/are signed to the foregoing instrument, and on this day that, being informed of the contents of the instrument, they/he/she and with full authority, executed the same voluntarity for and as the d official seal this day of	, as such
I, the undersigned, a Notary hose name(s) as me, acknowledged before me of	Public in and for said County, in said State, hereby certify that is/are signed to the foregoing instrument, and on this day that, being informed of the contents of the instrument, they/he/she and with full authority, executed the same voluntarity for and as the d official seal this day of	, as such
me, acknowledged before me of Given under my hand and (Notarial S	Public in and for said County, in said State, hereby certify that is/are signed to the foregoing instrument, and on this day that, being informed of the contents of the instrument, they/he/she and with full authority, executed the same voluntarily for and as the d official seal this day of Notary Public	as such act of said

SCHEDULE B

Inst # 2000-17751

THIS DOCUMENT WAS PREPARED BY: PINNACLE BANK

05/31/2000-17751 10:13 AM CERTIFIED

AFTER RECORDING RETURN TO LENGER AT ITS ADDRESS DESCRIBED ABOUGLEY COUNTY JUSCE OF PRODUTE

965 ISE 138.59