

THIS INSTRUMENT PREPARED BY:

✓ Alan C. Keith
Attorney at Law
2100 Lynngate Drive
Birmingham, AL 35216

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter referred to as the "Mortgage") executed and delivered the 18th day of July, 2002, by B. Deena Nichols, a single person residing in the State of Alabama, (hereinafter individually or collectively referred to as the "Mortgagor"), whose mailing address is 4793 Southlake Parkway, Birmingham, Alabama 35244, to PINKERTON FINANCIAL CORPORATION, an Alabama corporation whose business address is 2090 Columbiana Road, Suite 2000, Birmingham, AL 35216, hereinafter individually or collectively called "Mortgagee")

WITNESSETH THAT:

FOR DIVERS GOOD AND VALUABLE CONSIDERATIONS and also in consideration of the aggregate sum of Six hundred thousand dollars (\$600,000.00) as named in the promissory note or notes of even date herewith (hereinafter referred to as the "Note"), the Mortgagor does grant, bargain sell, alien, remise, release, convey and confirm unto the Mortgagee, in fee simple, all of that certain tract of land which the Mortgagor is now seized and possessed and in actual possession, situate in Shelby County, State of Alabama, legally described as follows:

Lot 29B, according to a resurvey of Lots 27A and 29A, Southlake Residential Subdivision, as recorded in Map Book 14, page 57, in the Office of the Judge of Probate of Shelby County, Alabama.

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TOGETHER WITH all structures and improvements now and hereafter located thereon, the rents, issues and profits thereof, all furniture, furnishings, fixtures and equipment now located thereon, and also all gas and electric fixtures, heaters, air conditioning, equipment, machinery, motors, baths, tubs, sinks, water closets, faucets, pipes and other plumbing and heating fixtures, refrigerators, blinds, and other window treatments, which are now or may hereafter pertain to or be used with, in or on said premises, and which, even though they be detached or detachable, are and shall be deemed to be fixtures and accessions to the freehold and a part of the realty, and all additions thereto and replacements thereof, which real property, improvements and personalty shall hereinafter collectively be referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the same, together with the tenements and hereditament and appurtenances, unto the Mortgagee in fee simple, forever.

THIS IS A FIRST MORTGAGE, and the Mortgagor does covenant with the Mortgagee that Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple; that the Mortgagor has full power and lawful right to convey the Mortgaged Property in fee simple as aforesaid; that the Mortgaged Property is free from all encumbrances except as specified herein; that the Mortgagor will make such further assurances to perfect the fee simple title to the Mortgaged Property in the Mortgagee as may reasonably be required; and that the Mortgagor does hereby fully warrant the title to the Mortgaged Property, and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if the Mortgagor shall pay unto the Mortgagee or otherwise perform and fulfill his obligations with respect to the indebtedness or obligation evidenced by the Note, of which the following in words and figures is a true copy, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

and shall perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, then this Mortgage and the estate thereby created shall cease and be null and void.

AND THE MORTGAGOR HEREBY COVENANTS AND AGREES AS

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FOLLOWS:

1. PERFORMANCE OF NOTE AND MORTGAGE. The Mortgagor shall pay or otherwise fully perform his obligations with respect to the payment of all and singular the principal, interest and other sums of money payable by virtue of the Note and this Mortgage, or either, promptly on the days when the same severally become due and payable, and shall perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants set forth in the Note and this Mortgage.

2. TAXES AND OTHER CHARGES. Mortgagor shall pay when due and payable and before any interest, charge or penalty is due thereon, without any deduction, defalcation or abatement, all taxes, assessments, levies, liabilities, obligations, encumbrances, water and sewer rents and all other charges or claims of every nature and kind which may be imposed, suffered, placed, assessed, levied, or filed at any time against Mortgage, the Mortgaged Property or any part thereof or against the interest of Mortgagee therein, or which by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale, without regard to any law heretofore or hereafter to be enacted imposing payment of the whole or of any part upon Mortgagee; and insofar as any such tax, assessment, levy, liability, obligation or encumbrance is of record, the same shall be promptly satisfied and discharged of record and the original official document (such as, for instance, the tax receipt or the satisfaction paper officially endorsed or certified) shall be placed in the hands of Mortgagee no later than such dates; provided, however, that if, pursuant to this Mortgage or otherwise, Mortgagor shall have deposited with Mortgagee before the due date thereof sums sufficient to pay any such taxes, assessments, levies, water and sewer rents, charges or claims, and Mortgagor is not otherwise in default, they shall be paid by Mortgagee; and provided further, that if Mortgagor in good faith and by appropriate legal action shall contest the validity of any such items or the amount thereof, and shall have established on its books or by deposit of cash with Mortgagee, as Mortgagee may elect, a reserve for the payment thereof in such amount as Mortgagee may require, then Mortgagor shall not be required to pay the item or to produce the required receipts: (a) while the reserve is maintained; and (b) so long as the contest operates to prevent collection, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

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Mortgagor shall furnish Mortgagee with annual receipted tax bills evidencing payment within ninety (90) days from their initial due date.

3. INSTALLMENTS FOR INSURANCE, TAXES AND OTHER CHARGES.

Without limiting the effect of Paragraphs 2 or 5 hereof, Mortgagee may require Mortgagor to pay to Mortgagee, monthly with the monthly installments of principal and interest, an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual real estate taxes, water and sewer rents, any special assessments, charges or claims and any other item which at any time may be or become a lien upon the Mortgaged Property prior to the lien of this Mortgage; and on demand from time to time Mortgagor shall pay to Mortgagee any additional sums necessary to pay the premiums and other items, all as estimated by Mortgagee. The amounts so paid shall be used in payment thereof if Mortgagor is not otherwise in default hereunder. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of Mortgagee, and no interest shall be payable thereon. If, pursuant to any provision of the Mortgage, the whole amount of the unpaid principal debt becomes due and payable, Mortgagee shall have the right, at its election, to apply any amount so held against the entire indebtedness secured hereby. At Mortgagee's option, Mortgagee from time to time may waive, and after any such waiver may reinstate, the provisions of this Paragraph requiring monthly payments.

4. ATTORNEY'S FEES AND COSTS. The Mortgagee shall recover from the Mortgagor, and this Mortgage shall secure payment of, all and singular the costs, charges and expenses, including but not limited to, reasonable trial, appellate, and bankruptcy attorneys' fees, because of the failure on the part of the Mortgagor to perform, comply with, and abide by, each and every of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, or either, whether or not suit is brought, and every such payment made by the Mortgagee shall bear interest from the date thereof at the maximum rate permitted by law.

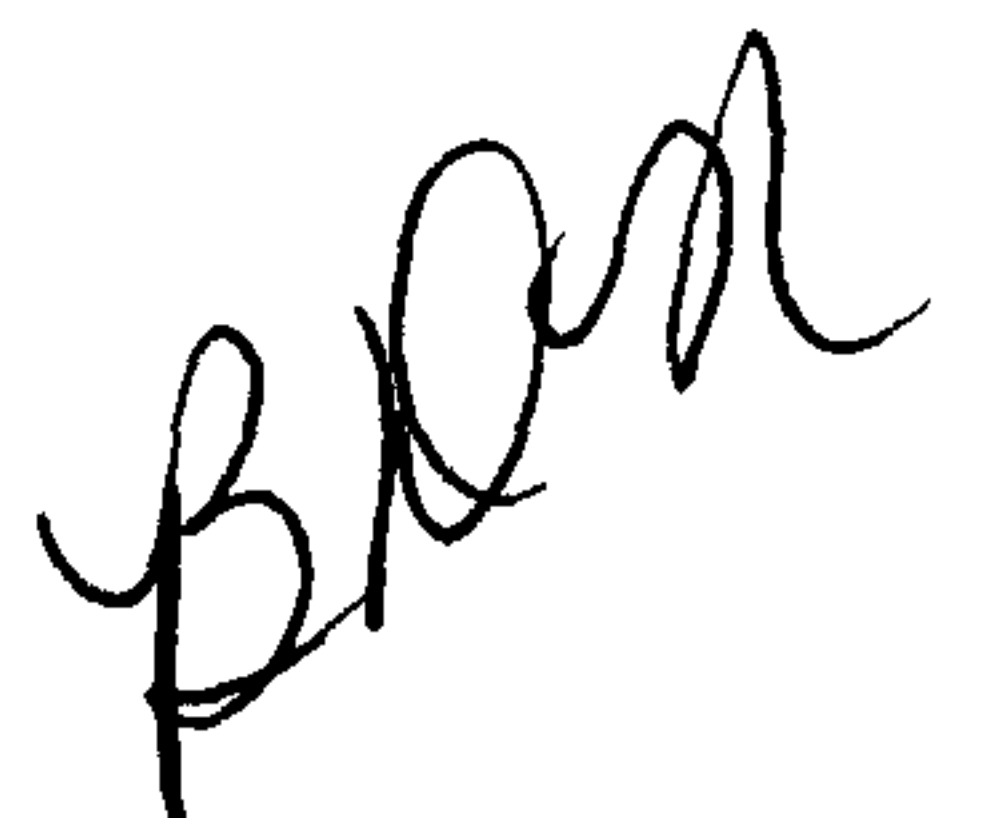
5. INSURANCE. The Mortgagor shall keep the buildings and improvements now or hereafter erected on the Mortgaged Property continuously insured under a policy or policies providing coverage on an "all risk" basis, in a sum not less than full insurable value, including flood insurance if requested by the Mortgagee, in a company or companies

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acceptable to the Mortgagee. The policy or policies of insurance shall be held by and be payable to the Mortgagee. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured by this Mortgage or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this Mortgage. In the event the Mortgagor fails to procure and maintain the insurance coverage required hereby, the Mortgagee may procure and pay for such insurance or any part thereof, without waiving or affecting its option to foreclose this Mortgage, or any right thereunder. Each and every such payment made by the Mortgagee shall be secured by this Mortgage; shall be due and payable on demand; and, shall bear interest from the date each such payment is made at the maximum rate permitted by law.

6. CARE OF THE MORTGAGED PROPERTY. The Mortgagor shall exercise reasonable care in the maintenance of the Mortgaged Property, and shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof. In the event the Mortgagor fails to keep the Mortgaged Property in good repair, the Mortgagee may make such repairs as it may deem necessary in its sole discretion for the proper preservation thereof, and the full amount of each such payment shall be due and payable with interest at the maximum rate permitted by law on demand, and shall be secured by the lien of this Mortgage.

7. EXISTING MORTGAGES AND OTHER OBLIGATIONS. Any default upon the payments or terms and conditions of any existing mortgage(s), or any modifications and/or acceptance of future advances from any existing mortgage(s) shall constitute a default hereunder and the Mortgagee, at their option, may declare all sums due and payable and accelerate the entire indebtedness. The Mortgagee may, at its option, and without waiving its right to accelerate the indebtedness hereby secured and to foreclose the same, pay either before or after delinquency any or all of those certain obligations required by the terms hereof to be paid by the Mortgagor for the protection of the Mortgage security or for the collection of the indebtedness hereby secured. All sums so advanced or paid by Mortgagee shall be charged into the mortgage account, and every payment so made shall bear interest from the date thereof at the delinquent rate

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specified in said Mortgage Note, and become an integral part thereof, subject in all respects to the terms, conditions and covenants of the aforesaid Promissory Note, and this Mortgage, as fully and to the same extent as though a part of the original indebtedness evidenced by said Note and secured by this Mortgage, excepting however, that said sums shall be repaid to the Mortgagee within Fifteen (15) days after demand by Mortgagee to Mortgagor for said payment.

8. INSPECTION. Mortgagee, and any persons authorized by Mortgagee, shall have the right at any time, upon reasonable notice to Mortgagor, to enter the Mortgaged Property at a reasonable hour to inspect and photograph its condition and state of repair.

9. ACCELERATION OF MATURITY. That (a) in the event of any breach of this Mortgage or default on the part of the Mortgagors, or; (b) in the event any of said sums of money herein referred to be not promptly and fully paid within 15 days next after the same severally become due and payable, without demand or notice; or (c) in the event each and every stipulation, agreement, condition and covenants of the Note or this Mortgage, any or either, are not duly, promptly and fully performed, discharged, executed, effected, completed, complied with and abided by, or; (d) in the event the Mortgagors shall fail, within five (5) days written notice by Mortgagee to execute a Mortgagor's certificate in favor of any assignee or prospective assignee of Mortgagee's interest hereunder which certificate shall contain such acknowledgements, affirmations, and covenants as may be reasonably required to enable Mortgagee to assign their interest hereunder, or (e) upon the rendering by any court of last resort of a decision that an undertaking by the Mortgagors as herein provided to pay taxes, assessments, levies liabilities, obligations and encumbrances is legally inoperative or cannot be enforced, or the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby, or the manner of collection of any such taxes, so as to affect this Mortgage or the debt secured hereby; then in either or any such event, the said aggregate sum mentioned in said Note then remaining unpaid, with interest accrued, and all monies secured hereby shall become due and payable forthwith, or thereafter, at the option of the Mortgagee, as fully and completely as if all of the sums of money were originally stipulated to be paid on such day, anything in the Note and/or in this Mortgage to the contrary

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notwithstanding; and thereupon or thereafter, at the option of the Mortgagee, without notice or demand, suit at law or in equity, therefore, or thereafter begun, may be prosecuted as if all money secured hereby had matured prior to its institution.

10. NO ADDITIONAL FINANCING. Borrower hereby covenants and agrees that Mortgagor shall not procure any secondary or subordinate financing in connection with the Mortgaged Property.

11. DEFENSE OF MORTGAGED PROPERTY AND MORTGAGE. If any action or proceeding shall be commenced by any person other than the Mortgagee, and Mortgagee is made a party, or in which it shall become necessary for Mortgagee to defend or take action to uphold or defend the lien of this Mortgage, all sums paid or incurred by the Mortgagee for the expense of any litigation, including court costs and attorneys' fees incurred in any trial, appellate, and bankruptcy proceedings, to prosecute or defend the rights and liens created by this Mortgage shall be paid by the Mortgagor, together with interest thereon at the maximum rate permitted by law from the date thereof, and any such sum and interest thereon shall be a claim upon the Mortgaged Property, attaching or accruing subsequent to the lien of this Mortgage, and shall be secured by the lien of this Mortgage.

12. CONDEMNATION. In the event the Mortgaged Property or any part thereof shall be condemned under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for such taking be paid to the Mortgagee and shall be entitled to receive same, up to the aggregate amount then remaining unpaid on the Note and this Mortgage, and any such sums shall be applied to the payments last payable thereof.

13. SUBROGATION. To the extent of the indebtedness of Mortgagor to Mortgagee as described in the Note, the Mortgagee shall be subrogated to the lien and the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property which is paid or satisfied, in whole or in part, out of the proceeds of the Note. The respective liens of such mortgages, liens or other encumbrances shall be and are hereby security for the Note, as if they had been regularly assigned, transferred, and delivered unto the Mortgagee, notwithstanding the fact

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that the same may be set aside and canceled of record. It is the intention of the parties hereto that the prior mortgages, liens or other encumbrances will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

14. APPOINTMENT OF RECEIVER. At any time while a suit is pending to foreclose or to reform this Mortgage or to enforce any claims arising hereunder, the Mortgagee may apply to a court of appropriate jurisdiction for the appointment of a Receiver, and such court shall forthwith appoint a Receiver of the Mortgaged Property, including all and singular the income, profits, rents, issues and revenues from whatever source derived. The Receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a Receiver, and such appointment shall be made by such court as an admitted equity and as a matter of absolute right to the Mortgagee without reference to the adequacy or inadequacy of the value of the Mortgaged Property, or to the solvency or insolvency of the Mortgagor or the Defendants. All income, profits, rents, issues and revenues collected by the Receiver shall be applied by such Receiver according to the lien of this Mortgage, and the practice of such court.

15. NO TRANSFER OF MORTGAGED PROPERTY. It is expressly agreed that should the Mortgagor convey title to the Mortgaged Property or any legal or equitable interest therein, to any person, firm or corporation or shall permit or create any further encumbrances upon the Mortgaged Property without the prior written approval of the Mortgagee to such conveyance or encumbrance, all sums outstanding under the Note and secured by this Mortgage shall become immediately due and payable, at the option of the Mortgagee.

16. LEASES AFFECTING MORTGAGED PROPERTY. Mortgagor shall comply with and observe its obligations as landlord under all leases affecting the Mortgaged Property or any part thereof. Upon request, Mortgagor shall furnish promptly to Mortgagee executed copies of all such leases now existing or hereafter created. Mortgagor shall not accept payment of rent more than one (1) month in advance without the prior written consent of Mortgagee. Nothing contained in this Section or elsewhere in this Mortgage shall be construed to make Mortgagee a mortgagee in possession unless and until Mortgagee actually takes possession of the Mortgaged Property either in person or through an agent or

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receiver.

To the extent not provided by applicable law, each lease of the mortgaged property, shall provide that, in the event of the enforcement of Mortgagee of the remedies provided for by law or by this Mortgage, the lessee thereunder will, if requested by Mortgagee or by any person succeeding to the interest of Mortgagor as the result of said enforcement, automatically become the lessee of any such successor in interest, without any change in the terms or other provisions of the respective lease; provided, however, that said successor in interest shall not be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by said lessee of its obligations under said lease not in excess of an amount equal to one (1) month's rental, or (ii) any amendment or modification in the lease made without the consent of Mortgagee or any successor in interest. Each lease shall also provide that, upon request by said successor in interest, the lessee shall execute and deliver an instrument or instruments confirming its attornment.

17. ASSIGNMENT OF RENTS, ISSUES AND PROFITS. Mortgagor does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Mortgagee, as security for the payment and performance of all the terms and conditions of the Note and Mortgage, and any and all amendments, extensions and renewals thereof, all Leases affecting the demised premises or any part thereof now existing or which may be executed at any time in the future during the life of this Mortgage, and all amendments, extensions and renewals of said leases and any of them, and all rents and other income which may now or hereafter be or become due or owing under the Leases, and any of them, on account of the use of the demised premises, it being intended hereby to establish a complete transfer of the leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the demised premises unto Mortgagee, with the right, but without the obligation, to collect all of said rents and other income which may become due during the life of the Note and Mortgage. Mortgagor agrees to deposit with Mortgagee upon demand such leases as may from time to time be designated by Mortgagee. Although it is the intention of the parties that this shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not

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exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of the Note and Mortgage, but upon the occurrence of any default the Mortgagee shall be entitled, upon notice to the tenants, to all rents and other amounts then due under the leases and thereafter accruing, and this Mortgage shall constitute a direction to and full authority to the tenants, lessees or other occupants of the premises (hereinafter collectively referred to as the "Tenants") to pay all said amounts to the Mortgagee without proof of the default relied upon. The Tenants are hereby irrevocably authorized to rely upon and comply with any notice of demand by the Mortgagee for the payment to the Mortgagee of any rental or other sums which may be or thereafter become due under the leases, or for the performance of any of the Tenants undertakings under the leases and shall have no right or duty to inquire as to whether any default under the Mortgage has actually occurred or is then existing.

18. MORTGAGE CONSTITUTES SECURITY AGREEMENT. This Mortgage also constitutes a security agreement as defined under the Uniform Commercial Code. The Mortgagor hereby grants to the Mortgagee a security interest in and to all furniture, furnishings, equipment, machinery, and personal property of every nature whatsoever now owned or hereafter acquired by the Mortgagor located upon the Mortgaged Property together with all proceeds therefrom. The Mortgagor shall execute any and all documents as the Mortgagee may request, including, without limitation, financing statements pursuant to the Uniform Commercial Code as adopted by the State of Florida, to preserve and maintain the priority of the lien created hereby on property which may be deemed personal property or fixtures. The Mortgagor hereby authorizes and empowers the Mortgagee to execute and file on behalf of the Mortgagor all financing statements and refiling and continuations thereof as the Mortgagee deems necessary or advisable to create, preserve or protect said lien. The Mortgagor and Mortgagee expressly agree that the filing of a financing statement shall never be construed as in anywise derogating from or impairing the express declaration and intention of the parties hereto that all such personalty located on or utilized in connection with the real property encumbered by this Mortgage shall at all times and for all purposes, in all proceedings both legal and equitable, be deemed a part of the real property encumbered by this Mortgage.

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19. CARE OF PROPERTY.

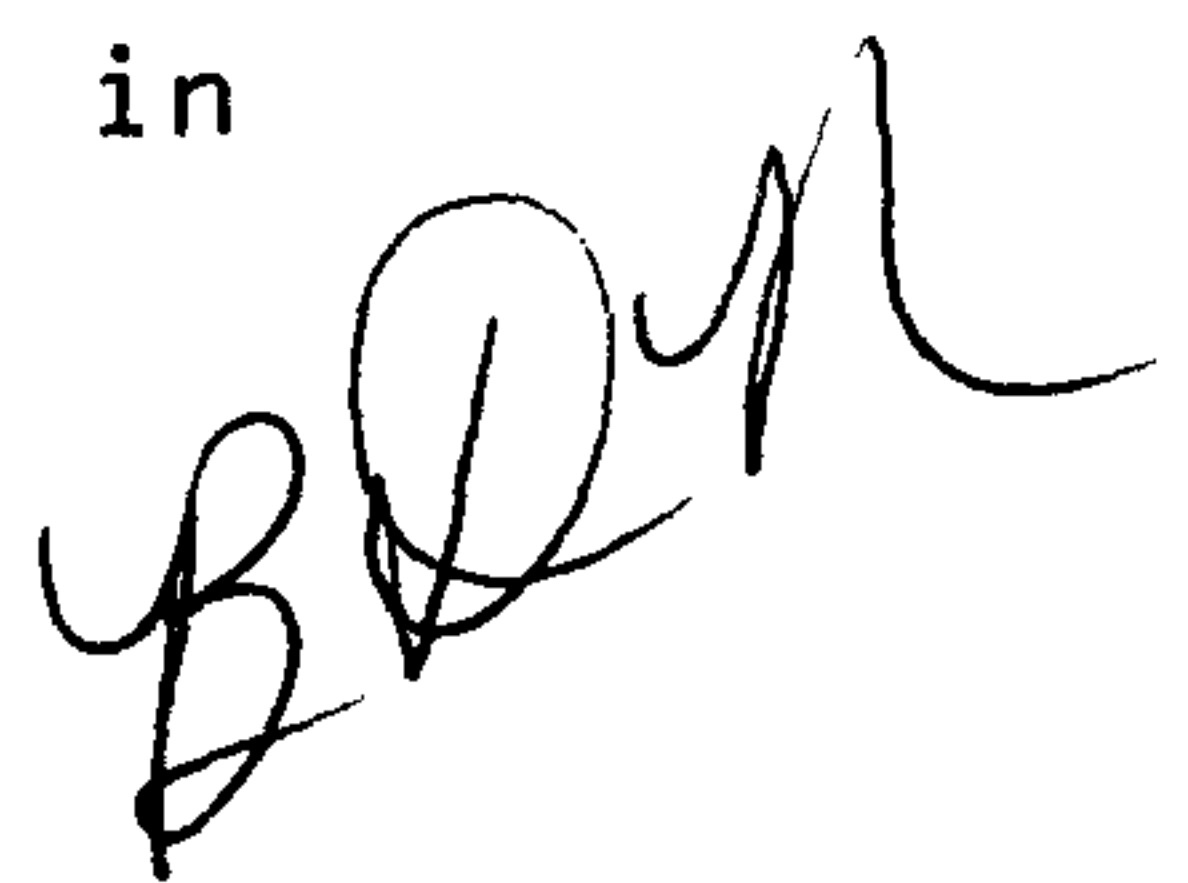
(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair. Mortgagor shall not remove, demolish, alter or change the use of any building, structure or other improvement presently or hereafter on the Land without the prior written consent of Mortgagee. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof.

(b) Except as otherwise provided in this Mortgage, no fixture, personal property or other part of the Mortgaged Property shall be removed, demolished or altered, without the prior written consent of Mortgagee. Mortgagor may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery, fixtures or appurtenances, subject to the lien hereof, which may become worn out, undesirable or obsolete, only if they are replaced immediately with similar items of at least equal value which shall, without further action, become subject to the lien of this Mortgage.

20. MORTGAGE SECURES INDEBTEDNESS. It is expressly agreed and understood that this Mortgage secures the indebtedness or the obligation of the Mortgagor to the Mortgagee with respect to the Note, as same is evidenced by the Note, and all renewals, extensions and modifications thereof. This Mortgage shall not be deemed released, discharged or satisfied until the entire indebtedness evidenced by the Note is paid in full.

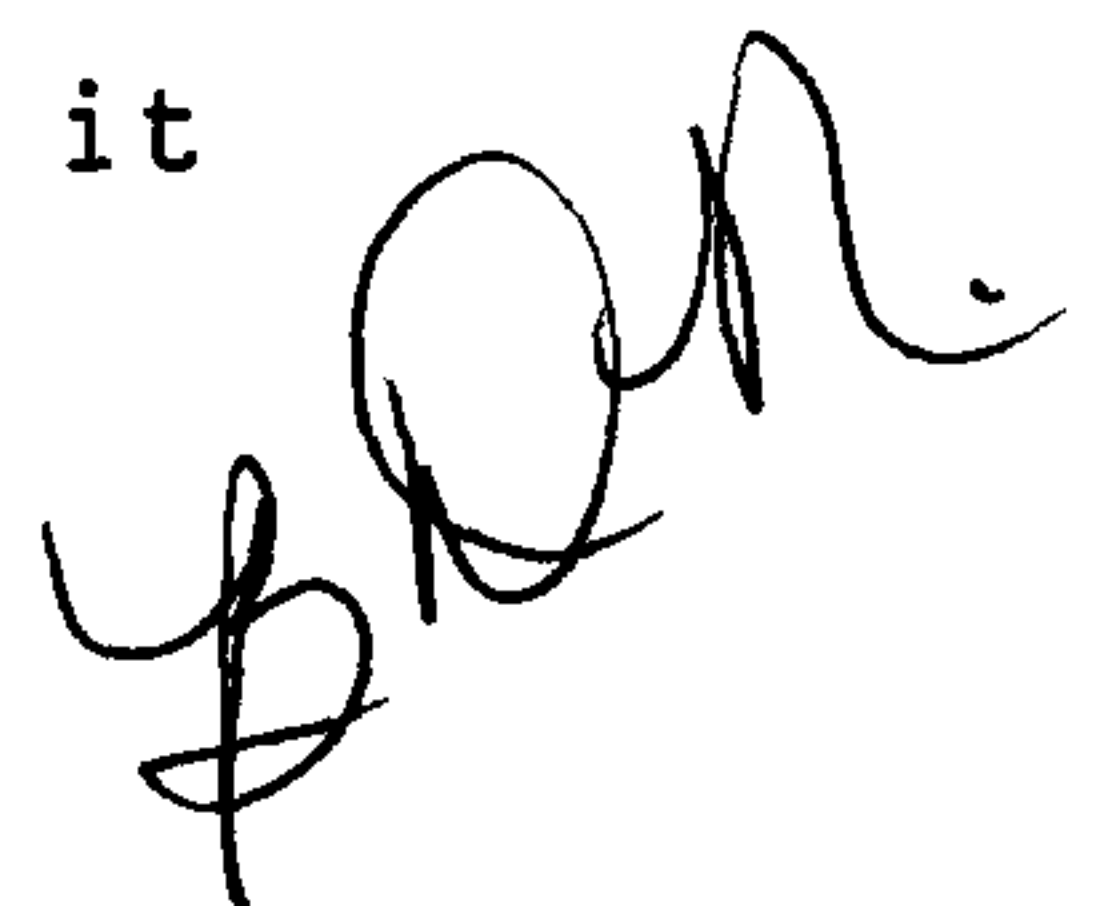
21. MORTGAGEE'S REMEDIES CUMULATIVE. The Mortgagor agrees that all rights of the Mortgagee hereunder shall be separate, distinct, and cumulative, and that none shall be in exclusion of the other, and that no act of the Mortgagee shall be construed as an election to proceed under any provision of covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

22. FUTURE ADVANCES. There are no future advances available under the terms of this mortgage obligation and this paragraph supersedes any wording in the mortgage or in the note to the contrary.

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23. INDEMNIFICATION. The Mortgagor hereby protects, indemnifies and saves harmless the Mortgagee, its officers, directors, agents and employees, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against the Mortgagee or any of such persons by reason of (a) ownership of any interest in the Mortgaged Property or any part thereof, (b) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, (c) any use, disuse or condition of the Mortgaged Property or any part thereof, or the adjoining sidewalks, curbs, vaults and vault space, if any, or any streets or ways, (d) any failure on the part of the Mortgagor to perform or comply with any of the terms hereof or of the Agreement, or any inaccuracy in any representation or warranty made by Mortgagor herein or in the Agreement, (e) any necessity to defend any of the right, title or interest conveyed by this Mortgage, (f) the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, (g) any subsidence or erosion of any part of the surface of the Mortgaged Property, including any shoreline or any bank of any river, stream, creek, lake, ocean or other water source, or (h) the location or existence of asbestos or any toxic or hazardous waste, chemicals, materials or substance on, at, in or under the Mortgaged Property or any part thereof. If any action, suit or proceeding is brought against the Mortgagee, or any of its officers, directors, agents or employees, for any such reason, the Mortgagor, upon the request of such party, will, at the Mortgagor's expense, cause such action, suit or proceeding to be resisted and defended by counsel satisfactory to the Mortgagee or such person. Any amounts payable to an indemnified party under this Section which are not paid within ten (10) days after written demand therefor shall bear interest at the Default Rate from the date of such demand, and such amounts, together with such interest, shall be indebtedness secured by this Mortgage. The obligations of the Mortgagor under this Section shall survive any defeasance of the Mortgage.

24. HAZARDOUS MATERIALS. The Mortgagor agrees that it will not use, generate, store or dispose of Hazardous

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Materials on the Property. For purposes hereof, "hazardous materials" include (but are not limited to) materials defined as "hazardous waste" under the Federal Resource Conservation and Recovery Act and similar state laws, or as "hazardous substances" under the Federal Comprehensive Environmental Response, Compensation and Liability Act and similar state laws. Hazardous materials include (but are not limited to) solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health and well being. Examples of hazardous waste include paints, solvents, chemicals, petroleum products, batteries, transformers, and other discarded man-made materials with hazardous characteristics. Mortgagee shall have all remedies at law and equity for failure of Mortgagor to carry out the foregoing obligation, including but not limited to specific performance, damages, reasonable attorneys' fees and court costs. This provision shall survive payment of the Note and termination of this Mortgage.

25. REPRESENTATIONS AND WARRANTIES. In order to induce Mortgagee to make the Loan, Mortgagor represents and warrants that: (a) there are no actions, suits or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, before any court of law or equity or any tribunal, administrative board or governmental authority, and Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; (b) the execution and delivery of the Note, this Mortgage and all other Loan Documents do not and shall not (i) violate any provisions of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to Mortgagor or any other person executing the Note, this Mortgage or other Loan Documents, nor (ii) result in a breach of, or constitute a default under, any indenture, bond, mortgage, lease, instrument, credit agreement, undertaking, contract or other agreement to which Mortgagor or such other person is a party or by which either or both of them or their respective properties may be bound or affected; (c) the Note, this Mortgage and all other Loan Documents constitute valid and binding obligations of Mortgagor and any other person executing the same, enforceable against Mortgagor and such other person(s) in

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accordance with their respective terms; (d) there is no fact that mortgagor and any guarantor(s) of the Loan have not disclosed to Mortgagee in writing that could materially adversely affect their respective properties, business or financial conditions or the Premises or any other collateral for the Loan; (e) Mortgagor and any guarantor(s) of the Loan have duly obtained all permits, licenses, approvals and consents from, and made all filings with, any governmental authority (and the same have not lapsed nor been rescinded or revoked) which are necessary in connection with the execution and delivery of this Mortgage and any other Loan Document, the making of the Loan, the performance of their respective obligations under any Loan Document, or the enforcement of any Loan Document; and that all such representations and warranties shall survive the closing of the Loan and any bankruptcy proceedings.

26. SEVERABILITY OF INVALID PROVISIONS. In the event any provision of the Note and or this Mortgage should be held unconstitutional, illegal or unenforceable for any reason, such provision shall not affect, alter, or otherwise impair any other provision of the Note and or this Mortgage.

27. NO WAIVER. It is expressly agreed and understood that a waiver by the Mortgagee of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by the Mortgagee in the enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy.

28. GOVERNING LAW. This Mortgage shall be construed and enforced pursuant to the laws of the State of Florida, excluding all principles of choice of laws, conflict of laws and comity.

29. HEADINGS. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience and ease of reference only, and are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms or provisions hereof.

30. GENDER AND NUMBER. In this Mortgage and the Note it secures, the singular shall include the plural and the

masculine shall include the feminine and neuter.

31. PARTIES BOUND; NO ORAL MODIFICATIONS. Each and every of the terms, covenants and conditions contained herein shall be binding upon the parties hereto and their successors, heirs, assigns and devisee. This Mortgage is not subject to modification other than by a written document or instrument executed by the party or parties to be charged with such modification.

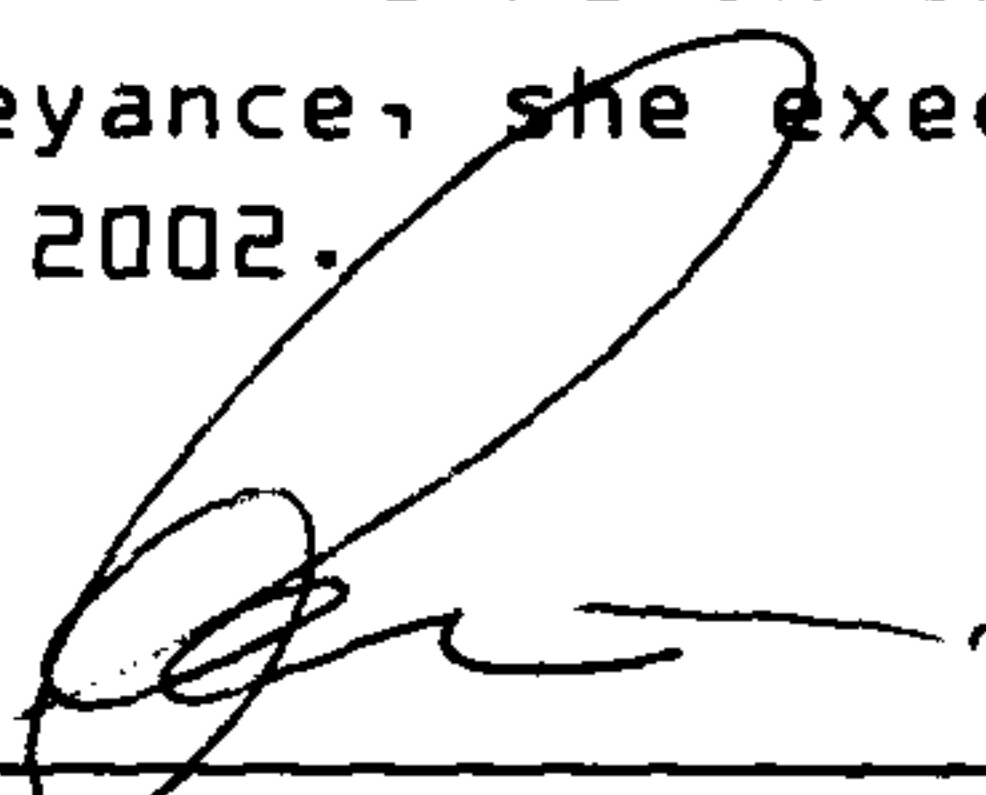
IN WITNESS WHEREOF, the Mortgagor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in our presence:


B. Deena Nichols

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, is said State, hereby certify that B. Deena Nichols, a single person, whose name is signed to the above and foregoing mortgage, and who is known to me, acknowledged before me on this date that being informed of the contents of said conveyance, she executed the same voluntarily on this the 18th day of July, 2002.



Signature of Notary Public

Alan C. Keith, Notary Public, State of Alabama at Large