

This document is also a financing statement filed as a fixture filing pursuant to Ala. Code § 7-9A-502 (1975), and should be indexed in the index of financing statements under the names of Mortgagor, as debtor, and Mortgagee, as secured party.

☐ (Check box if applicable) This Mortgage is a "construction mortgage" within the meaning of such term in Ala. Code § 7-9A-334 (1975).

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KNOW ALL MEN BY THESE PRESENTS: That whereas

MAYER PROPERTIES II, LLP, a limited liability partnership organized under the laws of the State of Alabama

has become justly indebted to **REGIONS BANK**, an Alabama banking corporation, whose address is P. O. Box 10247, Birmingham, Alabama 35202 (the "Mortgagee"), in the principal sum of TWO MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,200,000.00), together with interest thereon, as evidenced by one or more promissory notes, guaranties or other documents delivered to, or letters of credit issued by, Mortgagee; and

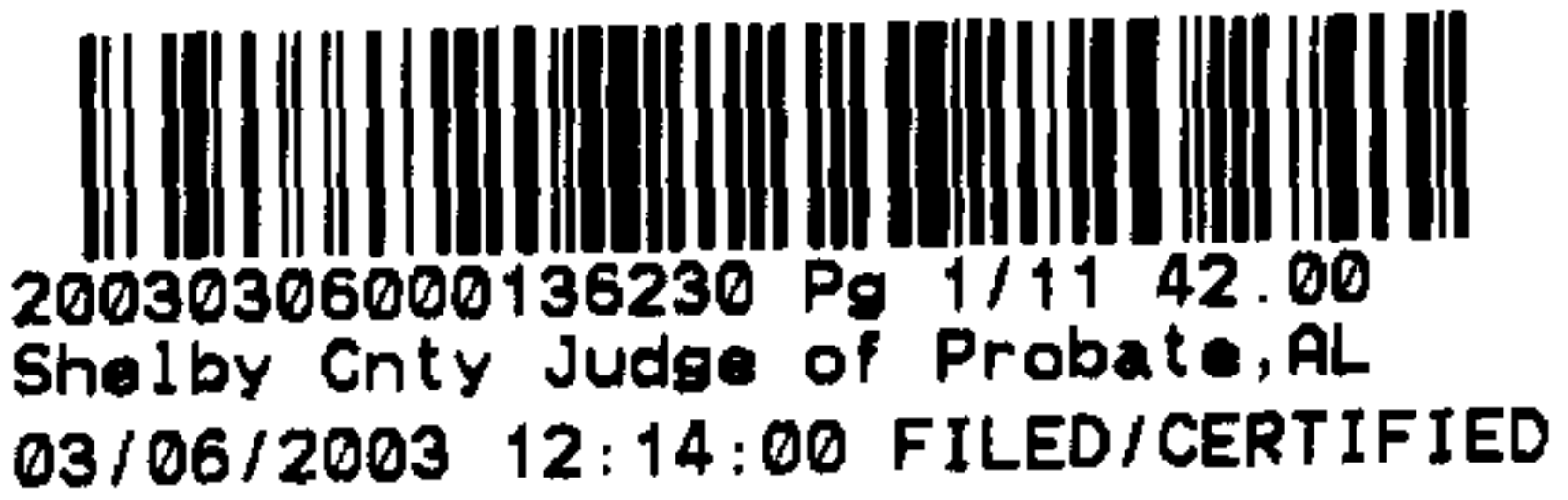
WHEREAS, said indebtedness is secured by the property described herein as well as property located in Clayton, Fulton, Gwinnett and Henry Counties, Georgia;

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness (including any future advances) and any renewal or extensions thereof and any other indebtedness now or hereafter owed by any of the above-named to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, or otherwise secured or not (except a principal dwelling shall not secure any such other indebtedness incurred for personal, family, or household purposes unless a right of rescision has been given or the transaction is otherwise exempt from federal regulations applicable to consumer credit), and to secure compliance with all of the covenants and stipulations hereinafter contained,

MAYER PROPERTIES II, LLP, a limited liability partnership organized under the laws of the State of Alabama

(whether one or more, the "Mortgagor") does hereby grant, bargain, sell and convey unto Mortgagee Mortgagor's interest in the real property situated in Jefferson, Shelby and Tuscaloosa Counties, State of Alabama, that is described as:

SEE EXHIBITS "A-1," "A-2" and "A-3" attached and incorporated herein by



Together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements (collectively the "Property"), also together with all rights, title and interests now or hereafter owned by Mortgagor in and to all buildings and improvements, windows, doors, heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling systems, detection devices and other equipment and fixtures now or hereafter attached or appertaining to the Property (collectively, the "Improvements").

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including any future advances), Mortgagor hereby assigns and transfers to Mortgagee, and grants to Mortgagee a security interest in, all building materials, equipment, fixtures and fittings of every kind or character that improve or are intended to improve the Property, including, without limitation, all lumber, bricks, building blocks, sand, cement, roofing materials, paint, doors, windows, nails, wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment, electrical and gas equipment, piping, decorative fixtures, and in general all building materials, equipment and appliances of every kind and character, wherever located or stored, and whether now owned or hereafter acquired by Mortgagor and all revenues of any kind whatsoever generated by the operation of the facilities, including, without limitation, all license fees and accounts (collectively, the "Personal Property"). Property, the Improvements and the Personal Property are hereinafter collectively called the "Mortgaged Property."

And for the purpose of further securing the payment of said indebtedness Mortgagor warrants, covenants and agrees with Mortgagee, its successors and assigns as follows:

1. Mortgagor is lawfully seized and possessed of a fee simple interest in the Mortgaged Property and has a good right to convey the same as aforesaid. The Mortgaged Property is free and clear of all encumbrances, easements, and restrictions not herein specifically mentioned other than matters described in Exhibit "B," attached hereto and incorporated herein by this reference (the "Permitted Exceptions"). Mortgagor will warrant and forever defend the title to the Mortgaged Property against the claims of all persons whomsoever other than the Permitted Exceptions.
2. Mortgagor shall pay all taxes and assessments, as well as all other liens or mortgages taking priority over this Mortgage. If the Mortgaged Property or any part thereof is a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and any related documents.
3. Mortgagor shall keep the Mortgaged Property continuously insured in such amounts, in such manner, and with such companies as may be satisfactory to Mortgagee against loss by fire and wind (including so-called extended coverage), and other exposed hazards, including such hazards as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a standard mortgagee's clause providing at least 10 days notice to Mortgagee of cancellation of such insurance, and shall deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and shall pay the premiums therefor as the same become due. Mortgagor shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagor or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagor. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the Mortgaged Property from any cause whatsoever. If Mortgagor fails to keep the Mortgaged Property insured as above specified, Mortgagee, in its sole discretion, may insure the Mortgaged Property for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagee. The proceeds of any such insurance shall be paid by the insurer to Mortgagee, and Mortgagee is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagor any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Any such insurance proceeds, if collected, may either be credited on the indebtedness secured by this Mortgage, less cost of collection, or used in repairing or reconstructing any portion of the Mortgaged Property, as Mortgagee may elect. No application of insurance proceeds received by Mortgagee shall extend or postpone the due date of any installment payments due from Mortgagor or reduce the amount of any such installment payments.
4. Mortgagor shall take good care of the Mortgaged Property and shall not commit or permit any waste thereon or thereof, and shall keep the same repaired and at all times shall maintain the same in as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagor fails to make repairs to the Mortgaged Property, Mortgagee, in its sole discretion, may make such repairs at Mortgagor's expense. Mortgagee, its agents and employees, may enter the Mortgaged Property at any reasonable time for the purpose of inspecting or repairing any portion of the Mortgaged Property. Any such inspection or repair shall be for Mortgagee's benefit only. Mortgagor hereby assigns and grants to Mortgagee a lien upon any and all proceeds received by Mortgagor as a result of defects, structural or otherwise, in the Improvements.
5. All amounts expended by Mortgagee for insurance, or for the payment of taxes or assessments, or to discharge liens or mortgages on the Mortgaged Property or other obligations of Mortgagor, or to make repairs to any portion of the Mortgaged Property (i) shall be payable within ten (10) days after notice to Mortgagor, (ii) shall bear interest at the highest rate of interest payable on the principal sum of any document evidencing the indebtedness secured hereby, or if no such rate of interest is specified or if the rate specified therein would be unlawful, at the highest rate per annum permitted by law from the date of payment by Mortgagee, (iii) shall become a debt due Mortgagee additional to the indebtedness herein described, and (iv) shall be secured by this Mortgage.

6. No delay or failure of Mortgagee to exercise any option to declare the maturity of any indebtedness secured by this Mortgage shall be a waiver of the right to exercise such option, either as to past or present defaults on the part of Mortgagor, and the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagor that no terms or conditions contained in this Mortgage can be waived, altered, or changed except as evidenced in writing signed by Mortgagee and Mortgagor.

7. All indebtedness hereby secured shall be paid and discharged as it shall become due and payable, whether now existing or hereafter incurred.

8. If default shall be made in the payment of any of the indebtedness secured by this Mortgage, or in the performance of any of the terms or conditions hereof, and such default remains uncured after the expiration of the cure period applicable thereto, hereunder or under any of the other documents relating to the indebtedness secured hereby, Mortgagee, with notice to Mortgagor, may proceed to collect the rent, income and profits from the Mortgaged Property, either with or without the appointment of a receiver (to which appointment Mortgagor hereby consents), and Mortgagee may notify the lessees or other payors thereof to make payment directly to Mortgagee. Any rents, income and profits collected by Mortgagee prior to foreclosure of this Mortgage, less the costs of collecting the same, including any real estate or property management commissions and attorney's fees and expenses incurred, shall be applied to the reduction of the indebtedness secured by this Mortgage in such order and manner as Mortgagee may elect.

9. If all or any part of the Mortgaged Property or any interest therein is sold, assigned, transferred or conveyed (other than a lease to Mayer Electric Company, Inc. or its affiliates) by Mortgagor without Mortgagee's prior written consent, then in any such event Mortgagee, in its sole discretion, may declare all indebtedness secured hereby to be immediately due and payable without notice to Mortgagor. Mortgagee may withhold consent in its sole discretion, or condition its consent to any transfer of possession of, or an interest in, the Mortgaged Property upon (i) the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured hereby or to adjust the payment schedule of all or any part of the indebtedness secured hereby, (ii) Mortgagee's approval of the creditworthiness of the transferee, and (iii) the transferee's payment to Mortgagee of a reasonable transfer or assumption fee, and payment of all recording fees and mortgage taxes.

10. Except as hereinafter provided, Mortgagee shall be entitled to all compensation, awards and other payments arising from any casualty, condemnation or damage to the Property or any portion thereof and to give receipts and acquittances therefor, and is hereby authorized, at its option, to adjust or compromise any casualty, condemnation or damage claim or cause of action, to commence, appear in and prosecute, in its own or in Mortgagor's name, any action or proceeding relating to any casualty, condemnation or damage claim or cause of action, and to settle or compromise any claim or cause of action in connection therewith. Each insurance company, condemning authority or other party is hereby authorized and directed to make payment for all such claims or cause of action directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly. In the event any insurance company, condemning authority or other party fails to disburse directly and solely to Mortgagee but disburses instead either solely to Mortgagor or to Mortgagor and Mortgagee jointly, Mortgagor agrees immediately to endorse and transfer such payments to Mortgagee. Upon failure of Mortgagor to endorse and transfer as aforesaid, Mortgagee may execute such endorsements or transfers for and in the name of Mortgagor and Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's agent and attorney-in-fact so to do. Mortgagee shall not be responsible for any failure to collect any insurance proceeds, any condemnation award or any other payment relating to the Property, regardless of the cause of such failure. After deducting from any condemnation, insurance or other proceeds received by Mortgagee all expenses of Mortgagee incurred in the collection and administration of such sums, including reasonable attorneys' fees actually incurred, Mortgagee may apply the net proceeds or any part thereof, at its option, to any one or more of the following: (i) the payment of the indebtedness, whether or not due and in whatever order Mortgagee elects, (ii) the repair, replacement or restoration of the Property or any part thereof, and (iii) any other purposes for which Mortgagee is entitled to advance funds under this Mortgage, all without affecting the security interest created by this Mortgage; and any balance of such moneys not applied by Mortgagee as aforesaid shall be paid to Mortgagor or the person or entity lawfully entitled thereto. In the event of the foreclosure of this Mortgage or any other transfer of title to the Property in extinguishment or partial extinguishment of the indebtedness, all right, title and interest of Mortgagor in and to all insurance policies then in force (including any premiums paid in advance), all insurance proceeds, all condemnation proceeds and awards and all claims and judgments for damage to the Property or any portion thereof shall pass to the purchaser or Mortgagee, and said purchaser or Mortgagee shall have the right to receive all awards, proceeds or payment relating thereto to the extent of any unpaid indebtedness following such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage or the Master Construction Note shall have been sought or recovered, and to the extent of reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award, proceeds or payments.

11. Anything herein notwithstanding, provided the Restoration Conditions are satisfied, Mortgagee agrees to allow such insurance proceeds to be used by Mortgagor to rebuild, repair or replace the Property, or any part thereof damaged by an insured casualty. As used herein, the "Restoration Conditions" shall mean and include the following: (i) no uncured event of default has occurred and is continuing under any of the documents relating to the indebtedness secured hereby.

12. To the best knowledge of Mortgagor, the Mortgaged Property is in compliance, and Mortgagor shall in the future comply and cause the Mortgaged Property to comply, with all applicable federal, state and local environmental laws, ordinances, and regulations (collectively, the "Environmental Laws"). To the best knowledge of Mortgagor, there are no pending claims or threats of pending claims against Mortgagor or the Mortgaged Property by private, governmental or administrative authorities relating to environmental impairment, or Environmental Laws. Mortgagor shall not use the Mortgaged Property in a manner which will result in any non-complying disposal or release of any solid waste, hazardous waste, hazardous substance, or other contaminant (all as defined in the Environmental Laws) (collectively, "Hazardous Materials") in, on or under the Mortgaged Property, and covenants and agrees to keep, or cause the Mortgaged Property to be kept, free of any non-complying Hazardous Materials. The Mortgagee from time to time may inspect, test and sample the Mortgaged Property for compliance with Environmental Laws and may add the cost of same to the principal balance of the indebtedness secured hereby. In response to the presence of any such non-complying Hazardous Materials in, on, or under the Mortgaged Property at any time, Mortgagor shall immediately take, at Mortgagor's sole expense, all remedial action required by the Environmental Laws or any judgment, consent decree, settlement or compromise with respect to any claims in connection therewith. If Mortgagor fails to take such remedial action, Mortgagee, in its sole discretion, may take such remedial action and add any and all costs in connection therewith to the principal balance of the indebtedness secured hereby. Mortgagor shall immediately notify Mortgagee in writing of: (i) the discovery of any such non-complying Hazardous Materials in, on, or under the Mortgaged Property; (ii) any knowledge by Mortgagor that the Mortgaged Property does not comply with any Environmental Laws; (iii) any Hazardous Materials claims or conditions; and (iv) the discovery by Mortgagor of any occurrence or condition on any real property adjoining the Mortgaged Property that is likely to cause the breach of the Environmental Laws as to the Mortgaged Property or any part thereof. Mortgagor shall defend, indemnify and hold Mortgagee and its directors, officers, agents and employees harmless from and against all claims, demands, causes of action, liabilities, losses, costs and expenses (including, without limitation, costs of suit, reasonable attorney's fees, fees of expert witnesses, engineering fees, and costs of any environmental inspections, inquiries, audits, evaluations, assessments or other expenses) arising from or in connection with (i) the presence in, on or under the Mortgaged Property of any Hazardous Materials, or any releases or discharges of any Hazardous Materials in, on, under or from the Mortgaged Property; (ii) any activity carried on or undertaken on or off the Mortgaged Property, whether prior to, during, or after the term hereof, and whether by Mortgagor or any predecessor in title or any officers, employees, agents, contractors or subcontractors of Mortgagor or any predecessor in title, or any third persons at any time occupying or present on the Mortgaged Property, in connection with the generation, manufacture, handling, use, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials at any time in, on or under the Mortgaged Property, or (iii) any breach of any representation, warranty or covenant under the terms of this Mortgage relating to Hazardous Materials. The foregoing indemnity extends to the contamination of any property or natural resources arising in connection with Hazardous Materials, irrespective of whether activities were or will be undertaken in compliance with Environmental Laws or other applicable laws, regulations, codes and ordinances. Mortgagor shall not place any underground storage tanks or aboveground storage tanks on the Mortgaged Property without the prior written consent of Mortgagee. Mortgagor covenants and agrees to provide Mortgagor with a copy of any and all correspondence, plans, specifications, reports, filings, and other documents relating to the Mortgaged Property submitted by Mortgagor to any federal or state environmental agency, or any other governmental agency having regulatory control over the Mortgaged Property, and further covenants and agrees to provide Mortgagee with notice and a copy of any and all environmental inspections and test results conducted in, on, or under the Mortgaged Property. Any action taken by Mortgagee pursuant hereto shall be solely for Mortgagee's benefit.

13. All the covenants and agreements of Mortgagor herein contained shall extend to and bind its or their heirs, executors, administrators, successors and assigns, and such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors or assigns of Mortgagee. The representations, warranties, covenants, indemnities, and other obligations of Mortgagor contained herein shall survive the satisfaction of this Mortgage and shall remain in full force and effect thereafter. The

provisions of this Mortgage and any documents evidencing the indebtedness secured hereby are severable, and the invalidity or unenforceability of any provision of this Mortgage or of any of said documents shall not affect the validity and enforceability of the other provisions of this Mortgage or of said documents. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. Time is of the essence with respect to every covenant contained in this Mortgage.

14. This Mortgage is and shall be deemed a security agreement as defined in the Alabama Uniform Commercial Code for purposes of the Personal Property described herein. Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other documents as Mortgagee may reasonably request in order to perfect its security interest or to impose the lien hereof more specifically upon any of the Personal Property. On demand, Mortgagor will promptly pay all costs and expenses of filing financing statements, continuation statements, partial releases, and termination statements deemed necessary or appropriate by Mortgagee to establish and maintain the validity, perfection and priority of the security interest of Mortgagee hereby granted, or any modification thereof, and all costs and expenses of any record searches reasonably required by Mortgagee. A copy of this Mortgage may be filed as a financing statement in any public office.

15. The indebtedness hereby secured shall at once become due and payable and this Mortgage subject to foreclosure as herein provided at the option of Mortgagee when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or to the lien on which such statement is based, provided that said statement of lien is not otherwise satisfied by Mortgagor or bonded to the satisfaction of Mortgagee within thirty (30) business days after Mortgagor receives actual notice of the filing thereof.

UPON CONDITION, HOWEVER, that if any and all indebtedness hereby secured (which in addition to the principal sum set forth above with interest thereon shall include renewals and extensions thereof and all future advances, payment of taxes and insurance, the satisfaction of prior encumbrances, and any other indebtedness owed to Mortgagee before the satisfaction of this Mortgage) is fully paid, then and in that event only, this conveyance and the security interest herein granted shall be and become null and void.

SHOULD DEFAULT be made in the payment of any 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 Mortgagee under the authority of any of the provisions of this Mortgage, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this Mortgage or the indebtedness hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this Mortgage or by virtue of which any tax or assessment upon the Mortgaged Property shall be charged against the owner of this Mortgage, and Mortgagor and such default or failure to perform remains uncured after the expiration of the cure period applicable thereto hereunder or under any of the other documents relating to the indebtedness secured hereby, does not agree to pay such tax, or should Mortgagor fail to do and perform any other act or thing herein required or agreed to be done, THEN in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this Mortgage subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagor, and Mortgagee shall have the right to enter upon and take possession of the Property and Improvements and after or without taking such possession to sell the same before the County Court House door considered the front or main door to the County Court House in the county or division of the county where the Property, or any substantial part of the Property, 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 successive weeks prior to said sale in some newspaper published in said county; and upon the payment of the purchase price, Mortgagee, or owner of the indebtedness and this Mortgage, or auctioneer at said sale, is authorized to execute to the purchaser for and in the name of Mortgagor a good and sufficient deed to the Property and Improvements, or any part thereof, sold.

Upon the occurrence of any event that would subject this Mortgage to foreclosure, Mortgagee shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, including, without limitation, the right to take possession of any of the Personal Property and to sell the same at one or more public or private sales, at the election of Mortgagee. At Mortgagee's request, Mortgagor agrees to assemble the Personal Property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagor agrees that notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of the Personal Property, or of any part thereof, will be held shall be sufficient if delivered to Mortgagor or mailed to Mortgagor at the address set forth herein or such other address as Mortgagor shall have furnished to Mortgagee in writing for that purpose, not less than seven days before the date of such sale or other intended disposition of the Personal Property.

Mortgagee shall apply the proceeds of any sale or sales under this Mortgage as follows: First, to the expense of advertising, selling and conveying (including a reasonable attorney's fee incurred by Mortgagee in connection therewith or in connection with any proceeding whatsoever, whether bankruptcy or otherwise, seeking to enjoin or stay the foreclosure of this Mortgage, or otherwise challenging the right of Mortgagee to foreclose this Mortgage); second, to the payment of any amounts that may have been expended or that may be appropriate to expend in paying insurance, taxes, assessments, and other liens and mortgages, and in making repairs to the Mortgaged Property or any portion thereof, together with interest thereon; third, to the payment of the indebtedness hereby secured and late charges and interest thereon in such order as Mortgagee may elect, 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 Mortgagor or to whomever then appears of record to be the owner of any of Mortgagor's interest in the Mortgaged Property, including without limitation, any subordinate lienholder. Mortgagee may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder. Mortgagor hereby waives any requirement that the Property and Improvements be sold in separate tracts and agrees that Mortgagee, in its sole discretion, may sell the Property and Improvements en masse regardless of the number of parcels hereby conveyed.

IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s) and seal(s), or has caused this Mortgage to be executed by its or their duly authorized manager or representative, this 24 day of February, 2003.

Address of Mortgagor:

3405 4th Avenue South
Birmingham, Alabama 35222

MORTGAGOR:

MAYER PROPERTIES II, LLP

By: James D Summerlin
James D Summerlin, Partner

SIX-C, L.L.C., Partner

By: Charles E. Collett, Jr.
Its Manager

ACKNOWLEDGMENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles A. Collat, Jr., who is the manager of Six-C, L.L.C., Partner of Mayer Properties II, LLP, an Alabama limited liability partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as the manager and with full authority, executed the same voluntarily for and as the act of said limited liability company, on the day the same bears date.

Given under my hand and official seal, this 24 day of February, 2003.

Bethany K. Bartlett
Notary Public
My Commission Expires: MAY COMMISSION EXPIRES MARCH 20, 2004

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James T. Summerlin, Partner of Mayer Properties II, LLP, an Alabama limited liability partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as the manager and with full authority, executed the same voluntarily for and as the act of said limited liability company, on the day the same bears date.

Given under my hand and official seal, this 24 day of February, 2003.

Bethany K. Bartlett
Notary Public
My Commission Expires: MAY COMMISSION EXPIRES MARCH 20, 2004

This document was prepared by:

Richard P. Carmody
Adams and Reese LLP/Lange Simpson
2100 3rd Avenue North, Suite 1100
Birmingham, AL 35203
205-250-5033

EXHIBIT "A-1"

PARCEL I:

Lot 2, in Block 5, according to the Survey of Gate City, as recorded in Map Book 1, Pages 75 and 378, in the Office of the Judge of Probate of Jefferson County, Alabama.

PARCEL II:

Lots 3-A, 10-A, and 11-A, according to J & L Survey, as recorded in Map Book 109, Page 45, to the Office of the Judge of Probate of Jefferson County, Alabama, being a resurvey of Lots 3, 10, 11 and 17 thru 20, in Block 5, Gate City.

EXHIBIT "A-2"

A parcel located in Shelby County, Alabama as follows:

Lots 5 and 6 Block 1, Park of Lot – 1 Block 3 and part of vacated Sonya Lane according to the Eckmann Subdivision as recorded in Map Book 3, page 144 in the Probate Office of Shelby County, Alabama being more particularly described as follows: Begin at the most southerly corner of Lot 5 Block 1 of the Eckmann Subdivision; thence run in a Northwesterly direction along the southwesterly line of Block One of said Eckmann Subdivision and its extension Northwesterly for a distance of 434.72 feet; thence turn an angle to the right of 90 degrees and run in a Northeasterly direction for a distance of 202.21 feet to a point on the Southwesterly right-of-way line of U.S. Highway No. 31 South; thence turn an angle to the right of 90 degrees and run in a Southeasterly direction along the Southwesterly right-of-way line of U.S. Highway No. 31 South for a distance of 419.42 feet to the Southeast corner of Lot 5 Block 1 Eckmann Subdivision; thence turn an angle to the right of 85 degrees 40 minutes 24 seconds and run in a Southwesterly direction along the Southeasterly line of said Lot 5 for a distance of 202.79 feet to the point of beginning. Said Parcel contains 84.811 square feet or 1.95 acres.

EXHIBIT "A-3"

A parcel of land in the Northwest Quarter of the Northeast Quarter of Section 35, Township 21 South, Range 10 West Tuscaloosa County, Alabama, and being more particularly described as follows: Commence at the Northwest Corner of the Northwest Quarter of the Northeast Quarter thence run in a Southerly direction and along the west boundary of said quarter-quarter, for a distance of 344.76 feet to a point; thence with a deflection angle of 94 degrees 34 minutes to the left, run in an easterly direction for a distance of 63.21 feet to a point on the east right-of-way margin of Tenth (10th) Avenue, and the north margin of a Twenty-Five (25) foot drainage easement, said point being the POINT-OF-BEGINNING of herein described parcel of land; thence continue eastwardly and along the north margin of said drainage easement, for a distance of 307.64 feet to a point; thence with an interior angle of 94 degrees 34 minutes, run in a northerly direction and parallel to the east right-of-way margin of Tenth Avenue, for a distance of 255.11 feet to a point on the south right-of-way margin of Twenty-ninth Street said point being 40 feet south of and at right angles to the north boundary line of Section 35; thence with an interior angle of 93 degrees 04 minutes, run in a westerly direction and along said south right-of-way margin, and parallel to the north boundary of said Section 35, for a distance of 307.10 feet to the point of intersection with the East right-of-way margin of Tenth Avenue; thence with an interior angle of 86 degrees 56 minutes, run in a southerly direction and along said east right-of-way margin, a distance of 296.03 feet to the POINT-OF-BEGINNING, forming an interior closure angle of 85 degrees 26 minutes.

This conveyance is hereby made subject to restrictive covenants, rights of way, easements and reservations of record that apply to the hereinabove described real property.

A portion of the above described real property, same being recorded in Deed Book 869, Page 161, in said Probate Office, is being conveyed herein as surface rights only. The remaining described real property is being conveyed as fee simple.

MORTGAGE RECORDATION TAX ORDER

STATE OF ALABAMA	)	A proceeding authorized by
		§ 40-22-2(8)a, <u>Code of Alabama 1975</u>
MONTGOMERY COUNTY	)	

BEFORE THE ALABAMA DEPARTMENT OF REVENUE:

Comes now the Petitioner, **REGIONS BANK**, an Alabama banking corporation, and asks the Department of Revenue to fix and determine the amount of mortgage recording tax due, pursuant to § 40-22-2(8), Code of Alabama 1975, upon recordation of the Mortgage from Mayer Properties II, LLP to the Petitioner. The Mortgage encompasses property within the State of Alabama and encompasses property in more than one county in Alabama. The note secured by the Mortgage is also secured by Deeds to Secure Debt and Security Agreements on four parcels in four counties in Georgia.

Upon consideration of the Petition and evidence offered in support thereof, the Alabama Department of Revenue finds as follows:

1. That the total amount of indebtedness owed to the Petitioner, and secured by the Mortgage and Deeds to Secure Debt and Security Agreements is \$2,200,000.00.
2. That the total value of all property covered by the Mortgage and Deeds to Secure Debt and Security Agreements, both within and without the State of Alabama, is \$6,410,000.00.
3. That the total value of all property located within the State of Alabama, and covered by the Mortgage is \$2,410,000.00.
4. That the amount of indebtedness which is allocable to Alabama, and upon which mortgage recording tax is due upon recordation of the Mortgage is \$814,000.00.

5. That the amount of mortgage recording tax to be paid at the rate of \$.15 for each \$100.00, or fraction thereof, of indebtedness, which is attributable to the property located within the State of Alabama, is \$1,221.00.

6. That the Mortgage is to be recorded in Jefferson, Shelby and Tuscaloosa Counties.

7. That the relative property values of the properties lying within the State of Alabama are as follows:

<u>COUNTY</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
Jefferson	\$260,000.00	10.8%
Shelby	1,750,000.00	72.6%
Tuscaloosa	400,000.00	16.6%
Total	\$2,410,000.00	100.0%

8. **IT IS ORDERED, THEREFORE,** that the probate judge in the county wherein the Mortgage will be recorded first, shall collect mortgage recording tax in the amount of \$1,221.00, and, pursuant to § 40-22-2(7), Code of Alabama 1975, after deducting the probate judge's 5% commission, shall make distribution of such tax to the State of Alabama and to the counties named herein, in the percentages as set out in Paragraph 7. The probate judge of the county wherein the Mortgage will be recorded first also is entitled to collect any applicable recording fees. Upon payment of the Mortgage recording tax and upon the initial filing of the Mortgage, copies of the Mortgage shall be acceptable for recordation in the other counties, pursuant to § 40-22-2(5), Code of Alabama 1975, without the payment of any further mortgage recording tax.

The probate judges of these counties are entitled to collect applicable recording fees, however. § 40-22-2(5). Also, the Petitioner is **ORDERED** to abide by the reporting and paying provisions of § 40-22-2(2)b, Code of Alabama 1975, concerning any future advances.

DONE this 28th day of February, 2003.

ALABAMA DEPARTMENT OF REVENUE

By: Cynthia Underwood
Assistant Commissioner of Revenue

ATTEST:

[Signature]
As Secretary

[Signature]
Legal Division

K:\REGIM\00391\MORTGAGE RECORDATION TAX ORDER.DOC 02/21/03 4:57 PM

State of Alabama - Jefferson County
I certify this instrument filed on:
2003 MAR 04 P.M. 14:31
Recorded and \$ 1,221.00 Mtg. Tax
and \$ 19.50 Deed Tax and Fee Amt.
\$ 1,240.50 Total \$
MICHAEL F. BOLIN, Judge of Probate

200303/7090

State of Alabama
Jefferson County

I, the Undersigned, as Judge of Probate in and for said County, do hereby certify that the foregoing is a true and correct copy of the instrument with all amendments as appears of record in this office. 200303 page 7090.

Given under my hand and seal, this the 4th day of March, 2003.

Michael F. Bolan
Judge of Probate