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Shelby Cnty Judge of Probate,AL
05/09/2003 13:43:00 FILED/CERTIFIED

STATE OF ALABAMA
COUNTY OF SHELBY

MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES,
AND SECURITY AGREEMENT

THIS INDENTURE, (hereinafter "Mortgage") made this 7 day of May, 2003, between **GFP PROPERTIES, LLC**, an Alabama limited liability company, whose address is 5 Riverchase Ridge, Birmingham, Alabama, 35244 (hereinafter jointly severally and collectively referred to as "Mortgagor") and **ALIANT BANK** whose address is P.O. Box 383067, Birmingham, Alabama, 35238-3067 (hereinafter "Mortgagee").

[THIS MORTGAGE IS FILED AS, AND SHALL CONSTITUTE BOTH A REAL ESTATE MORTGAGE AND A FIXTURE FILING IN ACCORDANCE WITH THE ALABAMA UNIFORM COMMERCIAL CODE]

WITNESSETH

WHEREAS, the said Mortgagor, is and will be indebted to Mortgagee by the terms of a Note of even date (hereinafter along with all renewals, extensions and modifications, "Note") in the principal sum of **$670,000.00**, payable in accordance with the terms of such Note, and all renewals, modifications, extensions and amendments thereto.

NOW THEREFORE, the undersigned Mortgagor in consideration of the premises and to secure the payment of the obligations and liabilities due and to become due pursuant to the terms of such Note of even date, this Mortgage, and any other agreement between Mortgagor and Mortgagee, or any other indebtedness (whether now existing or hereafter created) owed to Mortgagee by Mortgagor either directly or indirectly, absolutely or conditionally (hereinafter, collectively with the indebtedness evidenced by the Note and this Mortgage, "Debt"), and in compliance with all the stipulations herein contained, does hereby grant, bargain, sell, and convey unto Mortgagee, their successors, and assigns the following (hereinafter "Mortgaged Property"):

a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;

b) Together with all buildings, structures, equipment, machinery, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;

c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

d) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");

e) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;

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

g) Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;

h) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagor, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and

i) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

[THE PROCEEDS OF THE NOTE HAVE BEEN APPLIED ON THE PURCHASE PRICE OF THE MORTGAGED PROPERTY, CONVEYED TO MORTGAGOR SIMULTANEOUSLY HEREWITH.]

TO HAVE AND TO HOLD the said Mortgaged Property, and every part thereof, unto Mortgagee, its successors, and assigns, forever, subject, however, to the terms and conditions herein.

PROVIDED HOWEVER, if the indebtedness secured by this Mortgage is paid, and Mortgagee, its successors, and assigns is reimbursed for any amounts it may have expended pursuant to the authorization of this Mortgage, including without limitation, sums spent in payment of taxes, assessments, insurance, or other liens and interest thereon, and Mortgagor shall have done and performed all other acts and things herein agreed to be done, then this conveyance shall be null and void; otherwise it shall remain in full force and effect.

GENERAL PROVISIONS

Mortgagor further represents, warrants, covenants and agrees with Mortgagee as follows:

1. **Performance of Mortgage, Note and Loan Documents**. Mortgagor shall perform and comply with all provisions hereof, of the Note, and of the documents executed in connection herewith (hereinafter "Loan Documents"), and shall duly and punctually pay all indebtedness secured hereby, whether presently existing or hereafter incurred, with interest thereon, and any and every extension, renewal and modification thereof, or of any part thereof, and all interest on all such extensions, renewals, and modifications.

2. **Warranties of Title**. Mortgagor covenants with Mortgagee that it is lawfully seized in fee simple of the Mortgaged Property and has full power and right to sell and convey the same as aforesaid, that the said Mortgaged Property is free of all

encumbrances except as set out in Exhibit "A", that the Mortgagee hereunder and its successors and assigns shall quietly enjoy and possess the same; and Mortgagor will warrant and forever defend the title to said Mortgaged Property unto Mortgagee, its successors, and assigns, against lawful claims of all persons.

3. **Future Advances and Other Debts**. It is the Mortgagor's expressed intention that the continuing grant of the Mortgaged Property by this Mortgage shall secure the payment and performance of all of the indebtedness of Mortgagor to Mortgagee, whether now existing or hereinafter incurred by future advances; whether such indebtedness be absolute, direct, contingent or otherwise; and whether such indebtedness was contemplated by the parties at the time of the executing of this Mortgage.

4. **After-Acquired Property**. Without limitation to the generality of the other provisions of this Mortgage, it is hereby expressly covenanted, agreed and acknowledged that the lien and rights herein automatically will attach to any further, greater, additional, or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time acquired by the Mortgagor by whatsoever means, including that in the event that the Mortgagor is the owner of an estate or interest in the Mortgaged Property or any part thereof (such, as for example, as the lessee or tenant) other than as the fee simple owner thereof, and prior to the satisfaction of record of this Mortgage the Mortgagor obtains or otherwise acquires such fee simple or other estate, then such further, greater, additional, or different estate in the Mortgaged Property, or a part thereof, shall automatically, and without any further action or filing or recording on the part of the Mortgagor or the Mortgagee or any other person or entity, be and become subject to this Mortgage and the lien hereof. In consideration of Mortgagee making the loan as evidenced by the Note, and to secure the Debt, Mortgagor hereby grants, bargains, sells and conveys to Mortgagee, on the same terms as set forth in this Mortgage and intended to be a part hereof, all such after-acquired property and estates.

5. **Taxes, Utilities, and Liens**. The Mortgagor shall pay promptly, when and as due, and, if requested, will exhibit promptly to the Mortgagee receipts for the payment of all taxes, assessments, water rates, utility charges, dues, charges, fines, penalties, costs and other expenses incurred, and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the revenues, rents, issues and profits of the Mortgaged Property or arising in respect to the occupancy, use or possession thereof, or upon the interest of the Mortgagee in the Mortgaged Property, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property.
Such taxes, assessments and other charges shall not be permitted to become delinquent or to take priority over the lien of this Mortgage.

In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes, then Mortgagor shall immediately pay any increased taxes if allowed by law, and if Mortgagor fails to pay such additional taxes, or if Mortgagor is prohibited from paying such taxes, or if Mortgagee in any way is adversely affected by such law, order, rule, or regulation, then in any such events, all indebtedness secured by this Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Mortgagee.

6. **Monthly Tax Deposit**. If Mortgagee requires, Mortgagor shall pay on the first day of each month one-twelfth (1/12) of the yearly taxes on the Mortgaged Property, as estimated by Mortgagee, in addition to each regular installment of principal and interest. Such sums shall not draw interest and shall not be, nor be deemed to be, trust funds, but may be commingled with Mortgagee's general funds. Mortgagor agrees to pay Mortgagee the amount of any deficiency necessary to enable Mortgagee to pay such taxes when due. If an Event of Default shall occur under this Mortgage or under the Note, any of the Loan Documents, or any of the other indebtedness instruments, such amount may be applied by Mortgagee to the reduction of the indebtedness secured hereby in any manner selected by Mortgagee. However, unless otherwise agreed by Mortgagee in writing, no application of tax deposits to the Note, to other indebtedness, or to other obligations secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Note, the other indebtedness, or any such other obligations.

7. **Failure to Insure; Nonpayment of Liens or Assessments**. If Mortgagor shall fail to insure said property as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued, or assessed upon or against interest of Mortgagee or Mortgagor, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this Mortgage, then Mortgagee may, at its option, insure said property and/or pay said taxes, assessments, debts, liens, and/or charges. Any money which Mortgagee shall have so paid or become obligated to pay shall constitute a debt to Mortgagee additional to the debt hereby specifically secured, shall be secured by this Mortgage, shall bear the highest legal interest from date paid or incurred at the rate set forth in the Note plus two percentage points (2%), and, at the option of the Mortgagee, shall be immediately due and payable.

8. **Hazard Insurance**. For the benefit of Mortgagee, Mortgagor will constantly keep in force fire and extended coverage insurance policies with respect to any and all buildings or equipment on said Mortgaged Property. Such insurance will be provided in such a manner by such companies and for such amounts as may be required by Mortgagee, with Mortgagee shown as Mortgagee and Loss Payee under a standard New York non-contributory Mortgagee/Loss Payee endorsement making losses payable to Mortgagee.

Mortgagor covenants to pay the premium on such policy or policies when due, to deliver to the Mortgagee upon its request the official receipts for such premium payments, and upon issuance of such policies to promptly deposit them with the Mortgagee as collateral security for the payment of the indebtedness hereby secured.

Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly. After deducting from said insurance proceeds any expenses incurred by Mortgagee in the collection or handling of said funds, Mortgagee may apply the net proceeds, at its option, either toward repairing or restoring the improvements on the Mortgaged Property, or as a credit on any portion of the Mortgagor's Debt selected by Mortgagee, whether then matured or to mature in the future, or at the option of the Mortgagee, such sums either wholly or in part may be used to repair such improvements, or to build new improvements in their place or for any other purpose and in a manner satisfactory to the Mortgagee, all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Mortgagee shall not be liable to Mortgagor or otherwise responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

Mortgagor further covenants that all insurance policies will contain a clause that prohibits them from being cancelled upon less than twenty (20) days' notice to Mortgagee, and to deliver to the Mortgagee at least twenty (20) days before the expiration of all such insurance policies a renewal of such policy or policies, together with official receipts for the payment of the premium thereon.

Mortgagor hereby transfers, assigns, sets over, and delivers to Mortgagee the fire and other insurance policies covering said property and any and all renewals thereof, the premiums on which have been or shall be paid by Mortgagor, and further agrees that all such insurance and insurance policies shall be held by Mortgagee as a part of the security for said indebtedness, and shall pass to, and become the property of, the purchaser at any foreclosure sale hereunder, without the necessity of specifically describing said insurance or insurance policies in the foreclosure notice, sale, deed, or other proceedings in consummation of such foreclosure.

If the Mortgagor fails to keep said property insured as above specified, then Mortgagee may, at its option, insure said property for its insurable value against loss by fire and other hazards, casualties, and contingencies, for its own benefit, and any amount which may be expended for premiums on such insurance policies shall be secured by the lien of this mortgage and bear interest from the date of payment by Mortgagee at the rate set forth in the Note plus two percentage points (2%).

If Mortgagee requires, Mortgagor shall pay on the first day of each month one-twelfth (1/12) of the yearly insurance premium on the Mortgaged Property, as estimated by Mortgagee, in addition to each regular installment of principal and interest. Such sums shall not draw interest and shall not be, nor be deemed to be, trust funds, but may be commingled with Mortgagee's general funds. Mortgagor agrees to pay Mortgagee the amount of any deficiency necessary to enable Mortgagee to pay such insurance premiums when due. If an Event of Default shall occur under this Mortgage or under the Note, any of the Loan Documents, or any of the other indebtedness instruments, such amount may be applied by Mortgagee to the reduction of the indebtedness secured hereby in any manner selected by Mortgagee. However, unless otherwise agreed by Mortgagee in writing, no application of insurance premiums to the Note, to other indebtedness, or to other obligations secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Note, the other indebtedness, or any such other obligations.

Mortgagor agrees to give Mortgagee notice in writing of any damage to the Mortgaged Property caused by fire or other casualty within ten (10) days after the occurrence of any such damage.

9. **Covenant Against Waste; Care of the Property**. The Mortgaged Property and the improvements thereon shall be kept in good condition and no waste committed or permitted thereon, reasonable natural wear and tear excepted. No building or other improvement on the Mortgaged Property shall be structurally altered, removed or demolished, without the Mortgagee's prior

written consent, nor shall any fixture or chattel covered by the Mortgage and adapted to the proper use and enjoyment of the Mortgaged Property be removed at any time without like consent. In the event of any breach of this covenant the Mortgagee may, in addition to any other rights or remedies, at any time thereafter, declare the whole of the indebtedness secured by this Mortgage immediately due and payable.

Mortgagee is hereby authorized to enter upon and inspect the Mortgaged Property, and to inspect the Mortgagor's or Mortgagor's agent's records with respect to the ownership, use, management and operation of the Mortgaged Property, at any time during normal business hours.

10. **Mechanics' and Materialmen's Liens Prohibited**. Any lien which may be filed under the provisions of the statutes of Alabama, relating to the liens of mechanics and materialmen, shall be promptly paid and discharged by Mortgagor and shall not be permitted to take priority over the lien of this Mortgage, provided that Mortgagor, upon first furnishing to Mortgagee reasonable security for the payment of all liability, costs, and expenses of the litigation, may in good faith contest, at Mortgagor's expense, the validity of any such lien or liens. In those instances where Mortgagee's title policy protects it against such lien or liens such title policy shall be deemed to be sufficient security. Determination of whether said title policy protects Mortgagee shall be made solely by Mortgagee and shall be binding upon Mortgagor.

11. **Assignment of Condemnation Proceeds**. Notwithstanding that the assignment of awards hereinabove referred to shall be deemed to be self-executing, Mortgagor, after the allowance of a condemnation claim or award, and the ascertainment of the amount due thereon, and the issuing of a warrant by the condemnor for the payment thereof, shall execute, at Mortgagee's request, and forthwith deliver to Mortgagee, a valid assignment in recordable form, assigning all of such condemnation claims, awards or damages to Mortgagee, but not in excess of an amount sufficient to pay, satisfy, and discharge the principal sum of this Mortgage and any advances made by Mortgagee as herein provided then remaining unpaid, with interest thereon at the rate specified in the Note which this Mortgage secures, to the date of payment, whether such remaining principal sum is then due or not by the terms of said Note or of this Mortgage.

12. **Waiver of Exemption**. Mortgagor waives all rights of exemption pertaining to real or personal property as to any Debt secured by or that may be secured by this Mortgage, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Mortgaged Property be set off against any part of the Debt secured hereby.

13. **Governmental Compliance**. Mortgagor shall comply with all laws, governmental standards, and regulations applicable to Mortgagor or the Mortgaged Property with regards to occupational safety, hazardous waste and materials, and environmental matters. Mortgagor shall promptly notify the Mortgagee of its receipt of any nature of a violation by Mortgagor or the Mortgaged Property of any such law, standard, or regulation. Mortgagor represent and warrant to Mortgagee that there is not now, or will there be in the future, any asbestos or other harmful or regulated substances in the Mortgaged Property or on the Mortgaged Property or pending claims relating thereto. Mortgagor shall indemnify and hold Mortgagee harmless for any and all loss incurred by Mortgagee as a result of Mortgagor's breach of this warranty and representation. This indemnification shall survive the payment of the Note, the exercise of any right or remedy under the Note or any Loan Document, any subsequent sale or transfer of the Mortgaged Property, and all similar or related events or occurrences.

ASSIGNMENT OF LEASES AND RENTS

14. **Assignment of Rents and Leases**. In consideration of Mortgagee's making the loan evidenced by the Note and for other good and valuable consideration, and to secure the prompt payment of the Debt, with the interest thereon, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Loan Documents, Mortgagor does hereby sell, assign and transfer unto the Mortgagee all Leases and subleases of all or part of the Mortgaged Property, and all Rents. It is the intention of the parties that this assignment of rents and leases shall be a present assignment, and to hereby establish an absolute transfer and assignment (but not a delegation of duties) of all the said leases, subleases and agreements, and all that avails thereof, to the Mortgagee.

15. **Covenants Relating to Rents and Leases**. The Mortgagor covenants and agrees that the Mortgagor shall: (a) observe, perform and discharge all obligations, covenants, and warranties provided for under the terms of the Leases to be kept, observed and performed by the Mortgagor, and shall give prompt notice to the Mortgagee in the event the Mortgagor fails to observe, perform, and discharge the same; (b) enforce or secure in the name of the Mortgagee the performance of each and every obligation, term, covenant, condition and agreement to be performed by any lessee under the terms of the Leases; (c) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the Mortgagor and any lessee thereunder, and, upon request by the Mortgagee to do so in the

name and on behalf of the Mortgagee but at the expense of the Mortgagor, and to pay all costs and expenses of the Mortgagee, including reasonable attorneys' fees, in any action or proceeding in which the Mortgagee may appear; (d) not receive or collect any Rents from any present or future lessee of the Mortgaged Property or any of the Improvements, or any part thereof, for a period of more than one month in advance, or pledge, transfer, mortgage or otherwise encumber or assign future payments of the Rents; (e) not waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any lessee of the Mortgaged Property of and from any obligations, covenants, conditions and agreements by said lessee to be kept, observed and performed, including the obligation to pay rent in the manner and at the place and time specified in any Lease; (f) not cancel, terminate or consent to any surrender of any Lease, or modify or in any way alter the terms thereof without, in each such instance, the prior written consent of the Mortgagee; (g) upon Mortgagee's request, furnish the Mortgagee with the name and address of all lessees under the Leases, the term of such Leases, a description of the premises covered thereby, and a copy of such Lease; and (h) execute all such further assignments of such Lease and the Rents therefrom as the Mortgagee may require.

16. **Mortgagee Shall Have No Obligations with Respect to Leases**. The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, subleases or rental agreements relating to the Mortgaged Property, and the Mortgagor shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases, subleases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases, sublease or agreements. Should the Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against the Mortgagee in connection with any one or more said leases, subleases or agreements, the Mortgagor agrees to reimburse the Mortgagee for the amount thereof, including costs, expenses and reasonable attorneys' fees, all of which shall be secured by the assignment hereunder and by this Mortgage.

Nothing herein contained shall be construed as constituting Mortgagee as "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by the Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

SECURITY AGREEMENT

17. **Grant of Security Interest**. Mortgagor (the "Debtor" for Uniform Commercial Code purposes), in consideration of Mortgagee (the "Secured Party" for Uniform Commercial Code purposes) making the loan evidenced by the Note, and for other good and valuable consideration, and to secure the prompt payment of the Debt, with interest thereon, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note and in the Loan Documents, does hereby grant to Mortgagee title to and a security interest in such portions of the Mortgaged Property (the "Collateral"), the security interest in and disposition of which is governed by the Alabama Uniform Commercial Code (the "UCC").

18. **Financing Statements**. Mortgagor warrants that no financing statement covering any Collateral or any proceeds thereof is on file in any public office, except for financing statements specifically set forth on Exhibit "A" attached hereto, and except for the financing statements executed by Mortgagor and Mortgagee. This Mortgage shall constitute a financing statement under the UCC. Further, at Mortgagee's request, Mortgagor will join with Mortgagee in executing such additional financing statements pursuant to the UCC in form satisfactory to Mortgagee, and will pay the cost of filing the same in all public offices wherever filing is deemed by the Mortgagee to be necessary or desirable. Mortgagor authorizes Mortgagee to prepare and to file financing statements covering the Collateral and to sign the Mortgagor's signature to such financing statements in jurisdictions where Mortgagor's signature is required. Mortgagor promises to pay the Mortgagee the fees incurred in filing the financing statements, including but not limited to mortgage recording taxes payable in connection with filings on fixtures, which fees shall become part of the indebtedness secured hereby.

19. **Representations of Mortgagor**. Mortgagor represents that the Collateral is used or bought primarily for business purposes and will be kept at the Mortgagor's address stated herein. Mortgagor will promptly notify Mortgagee of any change in the location of the Collateral. Except for transactions in the ordinary course of Mortgagor's business, Mortgagor, its agents or employees will not remove the Collateral from said location without Mortgagee's prior written approval. Mortgagor further represents that its name has always been as set forth on the first page of this Mortgage, except as otherwise disclosed in writing to Mortgagee. Mortgagor shall promptly advise Mortgagee in writing of any change in Mortgagor's name.

MORTGAGEE'S RIGHTS AND REMEDIES UPON DEFAULT

20. **Events of Default**. The Mortgagor shall be deemed in default hereunder upon the occurrence of any of the following events ("Events of Default"): (a) if Mortgagor shall fail to pay, or cause to be paid, the whole or any portion of the principal sum, or any installment of interest thereon, or any other sum the payment of which is hereby secured, as they or any of them mature, either by lapse of time or otherwise, in accordance with the agreements and covenants herein contained; (b) if the Mortgagor defaults in the payment of any mechanic's lien, materialmen's lien, insurance premiums, taxes, or assessments now, or which may hereafter be levied against, or which may become a lien on, said property, (c) if the Mortgagor defaults in any of the covenants, conditions, and agreements herein contained; (d) if Mortgagor or any of Mortgagor's guarantors become insolvent or bankrupt; (e) if a receiver of Mortgagor's or any of Mortgagor's guarantors' property be appointed; (f) if Mortgagor intentionally damages or attempts to remove any improvement upon said Mortgaged Property; (g) if all or any part of the Mortgaged Property is condemned; (h) if it is discovered after the execution and delivery of this instrument that there is a defect in the title to or a lien or encumbrance of any nature on said property prior to the lien hereof, or if there is an error or defect to any agreement between Mortgagor and Mortgagee for which this Mortgage is security or this instrument or in the execution or the acknowledgement thereof, or if a homestead claim is set up to said property or any part thereof adverse to this Mortgage, and if the said Mortgagor shall fail for thirty (30) days after demand by the Mortgagee, or other holder or holders of said indebtedness, to correct such defects in the title or to remove any such lien or encumbrance or homestead claim, or to correct any error in said agreements or this instrument or its execution; or (i) any law is passed imposing, or authorizing the imposition of, any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal of, or interest on, the Debt, or by virtue of which any tax, lien or assessment upon the Mortgaged Property shall be chargeable against the owner of this Mortgage.

21. **Acceleration of Debt**. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee, or other holder or holders of the indebtedness secured by this Mortgage, or any part thereof, shall have the option or right, without notice or demand, to declare all of said indebtedness then remaining unpaid immediately due and payable, and may immediately or at any time thereafter foreclose this Mortgage by the power of sale hereunder described or by suit, as such Mortgagee, or other holder or holders of said indebtedness, may elect. Upon such acceleration of the Debt, the Mortgagor covenants to pay, in addition to all other amounts due, interest on the Debt until paid at the rate set forth in said Note.

22. **Access to Property; Foreclosure Sale**. Upon the occurrence of an Event of Default or at any time thereafter, in addition to all other rights herein conferred on the Mortgagee, the holder of the debt hereby secured shall have the right to enter upon and take possession of the Mortgaged Property either after or without taking such possession of the same, sell the Mortgaged Property at public outcry, in front of the courthouse door of the county wherein said Mortgaged Property is located, to the highest bidder for cash, either in person or by auctioneer, after first giving twenty-one (21) days' notice of the time, place, and terms of such sale by publication once a week for three (3) successive weeks in some newspaper published in said county, and, upon the payment of the purchase money, the Mortgagee or any person conducting said sale for it is authorized and empowered to execute to the purchaser at said sale a deed to the property so purchased in the name and on behalf of Mortgagor. The certificate of the holder of the mortgage indebtedness, appointing said auctioneer to make such sale, shall be prima facie evidence of his authority in the premises. Alternatively, the equity of redemption from this Mortgage may be foreclosed by suit in any court of competent jurisdiction as now provided by law in the case of past due mortgages. The Mortgagee, or the then holder of the indebtedness hereby secured, may bid at any such sale and become the purchaser of said property if the highest bidder therefor.

The proceeds of any such sale shall be applied (a) to the expenses incurred in making the sale, preparing the Mortgaged Property for sale, and in all prior efforts to effect collection of the indebtedness secured hereby, including a reasonable attorney's fee, or reasonable attorneys' fees, for such services as may be, or have been necessary in any one or more of the foreclosure of this Mortgage, of the collection of said indebtedness, and of the pursuit of any efforts theretofore directed to that end, including, but without limitation to, the defense of any proceedings instituted by the Mortgagor or anyone liable for said indebtedness or interest in the Mortgaged Property to prevent or delay, by any means, the exercise of said power of sale on the foreclosure of this Mortgage; (b) to the payment of whatever sum or sums Mortgagee may have paid out or become liable to pay, in carrying out the provisions of this Mortgage, together with interest thereon; (c) to the payment and satisfaction of said principal indebtedness and interest secured by this Mortgage thereon to the day of sale; and (d) the balance, if any, shall be paid over to Mortgagor, or Mortgagor's successors or assigns. In any event, the purchaser under any foreclosure sale, as provided herein, shall be under no obligation to see to the proper application of the purchase money.

23. **Rents and Leases**. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee, at its option, shall have the right, power and authority to exercise and enforce any or all of the following rights and remedies with respect to the Rents and Leases: (a) to terminate automatically, without the necessity of taking any action, the license granted to the Mortgagor herein to collect the Rents; (b) to without taking possession, in the Mortgagee's own name to demand, collect, receive, sue for,

attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and reasonable costs and expenses of collection, including reasonable attorneys' fees, to apply the net proceeds thereof to the Debt in such order and amounts as the Mortgagee may choose, or to hold the same in a reserve as security for the Debt; (c) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver to be appointed by court, to enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof for the account of the Mortgagor, to make, modify, enforce, cancel or accept surrender of any Lease, remove and evict any lessee or sublessee, increase or reduce rents, decorate, clean and make repairs, perform remediation and otherwise do any act or incur any cost or expenses the Mortgagee shall deem proper to protect the security hereof, as fully and to the same extent as the Mortgagor could do if in possession, and in such event to apply any funds so collected to the operation and management of the Mortgaged Property (including payment of reasonable management, brokerage and attorneys' fees) and payment of the Debt in such order and amounts as the Mortgagee may choose (or hold the same in reserve as security for the Debt); and (d) to take whatever legal proceedings may appear necessary or desirable to enforce any obligation or covenant or agreement of the Mortgagor under this mortgage.

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

24. **No Waiver of Event of Default**. The collection of the rents and application thereof as aforesaid or the entry upon and taking possession of the Mortgaged Property or both shall not cure or waive any default or waive, modify or affect any notice of default under this Mortgage, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by the Mortgagee, once exercised, shall continue for so long as the Mortgagee shall elect, notwithstanding that the collection and application of the rents may have cured the original default. If the Mortgagee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

25. **Judicial Proceedings; Right to Receiver**. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee, in lieu of, or in addition to, exercising the power of sale described above, may proceed by suit to foreclose its lien on, security interest in, and assignment of the Mortgaged Property, to sue the Mortgagor for damages on account of or arising out of said default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. In the event of default, the Mortgagor agrees that the Mortgagee shall be entitled without the necessity of a hearing or notice to Mortgagor to the appointment of a receiver to take care of the Mortgaged Property, to collect the rents, issues, and profits, and to keep the Mortgaged Property in good repair, and to apply the rents, issues and profits to the payment of the debts secured hereby.

26. **Rights of a Secured Party**. Upon the occurrence of an Event of Default, the Mortgagee, in addition to any and all remedies it may have or exercise under this Mortgage, the Note, the Loan Documents, the other Debt instruments or under applicable law, may immediately and without demand, exercise any and all of the rights of a secured party upon default under the Uniform Commercial Code, all of which shall be cumulative. Such rights shall include, without limitation: (a) The right to take possession of the Collateral without judicial process and to enter upon any premises where the Collateral may be located for the purposes of taking possession of, securing, removing, and/or disposing of the Collateral without interference from Mortgagor and without any liability for rent, storage, utilities, or other sums; (b) The right to sell, lease, or otherwise dispose of any or all of the Collateral, whether in its then condition or after further processing or preparation, at public or private sale; and unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee shall give to Mortgagor at least ten (10) days' prior notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition of the Collateral is to be made, all of which Mortgagor agrees shall be reasonable notice of any sale or disposition of the Collateral; (c) The right to require Mortgagor, upon request of Mortgagee, to assemble and make the Collateral available to Mortgagee at a place reasonably convenient to Mortgagor and Mortgagee; and (d) The right to notify account debtors, and demand and receive payment therefrom.

To effectuate the rights and remedies of Mortgagee upon default, Mortgagor does hereby irrevocably appoint Mortgagee attorney-in-fact for Mortgagor, with full power of substitution to sign, execute, and deliver any and all instruments and documents and do all acts and things to the same extent as Mortgagor could do, and to sell, assign, and transfer any collateral to Mortgagee or any other party.

27. **Access to Property; Operation of Property by Mortgagee**. Upon the occurrence of an Event of Default or at any time thereafter, in addition to all other rights herein conferred on the Mortgagee, the Mortgagee (or any person, firm or corporation designated by the Mortgagee) may, but will not be obligated to, enter upon and, without taking possession thereof, inspect or cause to be inspected, the Mortgaged Property, including testing for hazardous substances, and/or to take possession of any or all of the Mortgaged Property, exclude the Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that the Mortgagor could do so, without any liability to the Mortgagor resulting therefrom; and the Mortgagee may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of the Mortgagor with respect to the Mortgaged Property.

28. **Waiver and Election**. No failure or delay of Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or construed as a waiver of its right to exercise such option or to declare such on the part of Mortgagor. The procurement of insurance or the payment of taxes or other liens, debts, or charges by Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, debts, liens, or charges.

MISCELLANEOUS PROVISIONS

29. **Mortgagor to Pay Attorneys' Fees and Costs**. Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred or paid by Mortgagee in collecting or securing, or attempting to collect or secure, the indebtedness secured hereby, the Note, or any part thereof, or in defending or attempting to defend the priority of this Mortgage against any lien on the Mortgaged Property, unless this Mortgage is herein expressly made subject to any such lien; and/or all costs incurred in the foreclosure of this Mortgage, either under the power of sale stated herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred or paid by Mortgagee shall be a part of the debt secured by the Mortgage, in addition to the indebtedness specially secured hereby; it shall bear interest from the date it is paid or incurred at the rate set forth in the Note plus two percentage points (2%); and it shall be at once due and payable. All expenses incurred by Mortgagee, including attorneys' fees, in compromising, adjusting, or defending against lien claims or encumbrances sought to be fixed upon the property hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the debt hereby secured.

If Mortgagee shall be made a party to any suit involving the title to the property hereby conveyed and employs an attorney to represent it therein, or if Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereby conveyed that purports to be superior to the lien of this Mortgage in any respect, Mortgagor will pay to Mortgagee, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by Mortgagee, the same shall be secured by the lien of this Mortgage in addition to the indebtedness specially secured hereby, and shall bear interest from the date it is paid or incurred at the rate set forth in the Note plus two percentage points (2%), and shall be at once due and payable.

30. **Modifications or Extensions Not Affecting Security**. The parties expressly agree that: (a) any indebtedness at any time secured hereby may be extended, rearranged or renewed, and that any part of the security herein described may be waived or released without in any way altering, varying, or diminishing the force, effect, or lien of this instrument; (b) this instrument shall continue as a first lien on all of said lands and Mortgaged Property and other property and rights covered hereby and will not be expressly released until all sums with interest and charges hereby secured are fully paid; (c) no other security now existing or hereafter taken to secure the payment of said indebtedness or any part thereof shall in any manner be impaired or affected by the execution of this instrument; (d) no security subsequently taken by Mortgagee or other holder or holders of said indebtedness shall in any manner impair or affect the security given by this instrument; and (e) all security for the payment of said indebtedness or any part thereof shall be taken, considered and held as cumulative.

31. **Covenant Against Sale, Lease or Transfer**. In the event of any change in the present ownership of all or any part of the Mortgaged Property or any interest therein, either by affirmative action, by operation of law or otherwise, or in the event any further encumbrance of the Mortgaged Property is created without Mortgagee's prior written approval, Mortgagee may, at its option, declare the indebtedness due and payable in full.

32. **Books and Records**. Mortgagor shall keep and maintain at all times full, true and accurate books of accounts and records, adequate to reflect correctly the results of the operation of the Mortgaged Property. Upon request of Mortgagee, Mortgagor shall furnish to Mortgagee (i) within ninety (90) days after the end of Mortgagor's fiscal year a balance sheet and statement of income and expenses, both in reasonable detail and form satisfactory to Mortgagee and certified by a independent

certified public accountant, and (ii) within ten (10) days after request therefor from Mortgagee, a rent schedule of the Mortgaged Property, certified by the Mortgagor, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date and the rent paid.

33. **Liquidation of other Collateral**. If the indebtedness secured hereby, or any other debt owned by Mortgagor to Mortgagee, is now or hereafter further secured by security interest or mortgages, pledges, contacts of guaranty, assignments of leases or other securities, the Mortgagee may, at its option, exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as the Mortgagee may determine.

34. **Estoppel Affidavits**. Within ten (10) days after written request from the Mortgagee, Mortgagor shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Note and other Debt and whether or not any offsets or defenses exist against any principal and interest.

35. **Notices**. Wherever and whenever in this Mortgage it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be given or served, and shall not be deemed to have been given or served unless in writing and forwarded by registered or certified mail, return receipt requested, or by overnight professional courier, addressed to the addresses of the parties indicated at the beginning of this Mortgage, or to such other address as either party may have given to the other by notice as hereinabove provided. Such notice shall be deemed given and shall be effective upon deposit in the United States Mail postage prepaid or into the hands of an overnight professional courier, all charges prepaid, addressed to the above addresses or to such other address as either party may have given to the other by notice as hereinabove provided. Actual notice to Mortgagors or Mortgagee shall always be effective no matter how given or received.

36. **Assignment of Liabilities**. If at any time or times by sale, assignment, negotiation, pledge, or otherwise, Mortgagee transfers any or all of the indebtedness or instruments secured hereby, such transfer shall, unless otherwise specified in writing, carry with it Mortgagee's rights and remedies hereunder with respect to such indebtedness or instruments transferred, and the transferee shall become vested with such rights and remedies whether or not they are specifically referred to in the transfer. If and to the extent Mortgagee retains any of such indebtedness or instruments, Mortgagee shall continue to have the rights and remedies herein set forth with respect thereto.

37. **Meaning of Particular Terms**. Singular or plural words used herein to designate the Mortgagor shall be construed to refer to the maker or makers of this Mortgage, whether one or more persons or a corporation, and all covenants and agreements herein contained shall bind the successors and assigns of the Mortgagor, and every option, right, and privilege herein reserved or secured to Mortgagee shall inure to the benefit of its successors and assigns. The headings of the sections hereof are for convenience or reference only, and are not to be considered a part hereof, and shall not limit or affect any of the terms hereof.

38. **Enforceability; Remedies Cumulative**. The unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions herein contained unenforceable or invalid. All rights or remedies of Mortgagee hereunder are cumulative and not alternative, and are in addition to those provided by law.

IN WITNESS WHEREOF, the party constituting Mortgagor has hereto set his hand and seal hereto effective as of the date first above written.

GFP PROPERTIES, LLC

BY: ______________________________
(Its Member)

[Acknowledgements contained on Next Page]

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that R. Shaw Paden, whose name as Member of GFP PROPERTIES, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 7 day of May, 2003.

NOTARY PUBLIC
My Commission Expires: 6/7/03

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:
William B. Hairston, III
ENGEL, HAIRSTON & JOHANSON, P.C.
109 North 20th Street, Fourth Floor
P.O. Box 370027
Birmingham, Alabama 35237
(205) 328-4600

EXHIBIT "A"
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT
LOAN AGREEMENT
AFFIDAVIT AND NOTICE AGREEMENT

MORTGAGOR: GFP PROPERTIES, LLC
MORTGAGEE: ALIANT BANK

PARCEL I: A parcel of land situated in the Southwest ¼ of the Northeast ¼ of Section 27, Township 20 South, Range 3 West, more particularly described as follows:

Commence at the Southeast corner of said ¼ - ¼ Section 27, said point also the point of beginning; thence go North along the East line of said ¼ - ¼ section for a distance of 530.35 feet to the Southerly right of way of Shelby County Highway 58; thence with a deflection angle to the left of 60 degrees 22 minutes 05 seconds and go in a Northwesterly direction along said right of way for a distance of 34.44 feet; thence with a deflection angle to the left of 21 degrees 48 minutes 05 seconds and go in a Northwesterly direction along said right of way for a distance of 221.16 feet to the Easterly right of way line of Independence Drive, said point also the PC of a curve to the left having a radius of 25.00 feet, delta angle of 88 degrees 43 minutes 33 seconds, and a chord of 34.96 feet; thence with a deflection angle to the left of 52 degrees 18 minutes 22 seconds to the chord and go in a Southwesterly direction along the arc of said curve and right of way for a distance of 38.71 feet; thence with a deflection angle to the left of 36 degrees 25 minutes 41 seconds and go in Southwesterly direction and along said right of way for a distance of 26.50 feet to the PC of a curve to the right having a radius of 631.43, delta angle of 13 degrees 30 minutes 01 seconds, and a chord of 148.44 feet; thence with a deflection angle to the right of 06 degrees 45 minutes 00 seconds to the chord and go in a Southwesterly direction along the arc of said curve and right of way for a distance of 148.78 feet; thence with a deflection angle to the right of 06 degrees 45 minutes 00 seconds and go in a Southwesterly direction along said right of way for a distance of 199.50 feet to the PC of a curve to the left having a radius of 1330.66 feet, delta angle of 08 degrees 33 minutes 32 seconds, and a chord of 198.59 feet; thence with a deflection angle to the left of 04 degrees 16 minutes 46 seconds to the chord and go in a Southwesterly direction along the arc of said curve and right of way for a distance of 198.77 feet to a point on the South line of said ¼ - ¼ section; thence with a deflection angle to the left of 106 degrees 53 minutes 50 seconds and go in an Easterly direction along said South ¼ - ¼ section line for a distance of 457.92 feet to the point of beginning.

PARCEL II: A parcel of land situated in the Southwest ¼ of the Northeast ¼ of Section 27, Township 20 South, Range 3 West, more particularly described as follows:

Commence at the Southwest corner of said ¼ - ¼ section; thence go Northerly along West line of said ¼ - ¼ section for a distance of 786.34 feet to the point of beginning, said point on the Southerly right of way line of Shelby County Highway 58, said point being on a curve to the left having a radius of 2957.54 feet, delta angle 14 degrees 39 minutes 56 seconds and a

EXHIBIT "A" (Continued)

chord of 754.96 feet; thence with a deflection angle to the right of 104 degrees 43 minutes 20 seconds to the chord and go in a Southeasterly direction along the arc of said curve and right of way for a distance of 757.03 feet; thence with a deflection angle to the left of 06 degrees 57 minutes 05 seconds and go in a Southeasterly direction along said right of way for a distance of 231.84 feet to the Westerly right of way line of Independence Drive, said point also the PC of a curve to the right having a radius of 25.00 feet, delta angle of 91 degrees 15 minutes 13 seconds and a chord of 35.74 feet; thence with a deflection angle to the right of 53 degrees 35 minutes 46 seconds to the chord and go in a Southeasterly direction along the arc of said curve and right of way for 39.82 feet; thence with a deflection angle to the right of 37 degrees 40 minutes 11 seconds and go in a Southwesterly direction and along said right of way for a distance of 23.63 feet to the PC of a curve to the right having a radius of 551.43, delta angle of 13 degrees 30 minutes 01 seconds, and a chord of 129.63 feet; thence with a deflection angle to the right of 06 degrees 45 minutes 01 seconds and go in Southwesterly direction along said right of way for a distance of 199.50 feet to the PC of a curve to the left having a radius of 1410.66 feet, delta angle of 00 degrees 45 minutes 25 seconds, and a chord of 18.64 feet; thence with a deflection angle to the left of 00 degrees 22 minutes 43 seconds to the chord and go in a Southwesterly direction along the arc of said curve and right of way for a distance of 18.64 feet to the PC of a curve to the right having a radius of 25.00 feet, delta angle of 77 degrees 48 minutes 20 seconds, and a chord of 31.40 feet; thence with a deflection angle to the right of 39 degrees 12 minutes 26 seconds to the chord and go in a Southwesterly direction along the arc of said curve and right of way for a distance of 33.95 feet to the Northerly right of way line of Amberley Woods Drive said point also the PC of a curve to the left having a radius of 330.01 feet, delta angle of 08 degrees 10 minutes 15 seconds, and a chord of 47.08 feet; thence with a deflection angle to the right of 34 degrees 06 minutes 25 seconds to the chord and go in a Northwesterly direction along the arc of said curve and right of way for 47.12 feet; thence with a deflection angle to the left of 04 degrees 05 minutes 25 seconds and go in a Northwesterly direction for a distance of 74.81 feet to the Southeasterly corner of Lot 32 of Amberley Woods 1st Sector as recorded in Map Book 18, Page 137, said point also the PC of a curve to the left having a radius of 25.00 feet, delta angle of 89 degrees 50 minutes 13 seconds, and a chord of 35.31 feet; thence with a deflection angle to the right of 135 degrees 02 minutes 26 seconds to the chord and go along the East line of Lot 32 and along the arc of said curve for a distance of 39.20 feet; thence with a deflection angle to the left of 44 degrees 59 minutes 34 seconds and go in a Northerly direction along the East line of Lot 32 for a distance of 93.46 feet to the Northeast corner of Lot 32; thence with a deflection angle to the left of 87 degrees 09 minutes 13 seconds and go in a Northwesterly direction along the North line of Lot 32 for a distance of 100.11 feet to the Northeast corner of Lot 31; thence with a deflection angle to the left of 15 degrees 04 minutes 30 seconds and go in a Southwesterly direction along the North line of Lot 31 for a distance of 86.88 feet; thence with a deflection angle to the right of 11 degrees 06 minutes 13 seconds and go in a Northwesterly direction along the North line of Lot's 30, 29 and 28 for a distance of 270.12 feet to the Northwesterly corner of Lot 28; thence with a deflection angle to the right of 91 degrees 49 minutes 17 seconds and go in a Northeasterly direction along the East line of Lot 27 for a distance of 50.00 feet; thence with a deflection angle to the left of 18 degrees 35 minutes 53 seconds and go in a Northwesterly direction along the East line of Lot 27 for a distance of 122.61 feet to Northeast corner of Lot 27, said point also on the Southeasterly boundary of a pipe line easement as recorded in

EXHIBIT "A" (Continued)

Deed Book 267, Page 834; thence with a deflection angle to the left of 98 degrees 51 minutes 34 seconds and go in a Southwesterly direction along said easement for a distance of 271.10 feet to the West line of the Southwest ¼ of the Northeast ¼; thence with a deflection angle to the right of 115 degrees 19 minutes 50 seconds and go in a Northerly direction along said West line for a distance of 450.98 feet to the point of beginning.

PARCEL III: A parcel of land situated in the Southeast ¼ of the Northwest ¼ of Section 27, Township 20 South, Range 3 West, more particularly described as follows:

Commence at the Southeast corner of the Southeast ¼ of the Northwest ¼ of Section 27, Township 20 South, Range 3 West; thence go in a Northerly direction along the East line of said ¼ - ¼ section for a distance of 335.35 feet to the point of beginning; thence continue along the last stated course and along the said ¼ - ¼ line for a distance of 450.98 feet to a PK nail found in the centerline of an asphalt drive, said point being on the Southerly right of way line of Shelby County Highway 58 and also being on a curve to the right having a radius of 2957.54 feet, delta angle of 04 degrees 04 minutes 16 seconds and a chord of 210.10 feet; thence with a deflection angle to the left of 65 degrees 12 minutes 06 seconds to the chord and go in a Northwesterly direction along the arc of said curve and right of way for a distance of 210.15 feet to the Northeast corner of Lot 1 of Timber Park, amended map as recorded in Map Book 13, Page 15 in the Office of the Judge of Probate, Shelby County, Alabama; thence with a deflection angle to the left of 114 degrees 06 minutes 32 seconds and go in a Southwesterly direction along the East line of Lot's 1, 2, 3, 4 and 5 in said Timber Park, amended map for a distance of 317.12 feet to an iron pin found; thence with a deflection angle to the right of 61 degrees 59 minutes 45 seconds and go in a Southwesterly direction and along the Southeasterly line of Lot's 5, 6, 7, 8, 9, 10, 11 and 12 in said Timber Park, amended map for a distance of 682.64 feet; thence with a deflection angle to the left of 62 degrees 29 minutes 29 seconds and go in a Southerly direction for a distance of 166.22 feet; thence with a deflection angle to the left of 88 degrees 47 minutes 11 seconds and go in a Easterly direction for a distance of 152.85 feet; thence with a deflection angle to the right of 145 degrees 18 minutes 44 seconds and go in a Southwesterly direction for a distance of 104.00 feet to a point on the South line of the said Southeast ¼ of the Northwest ¼; thence with a deflection angle to the left of 145 degrees 23 minutes 24 seconds and go in a Easterly direction along said South line for a distance of 115.31 feet; thence with a deflection angle to the left of 36 degrees 45 minutes 30 seconds and go in a Northeasterly direction for a distance of 143.74 feet to the Northeast corner of Lot 16 of Amberley Woods 1st Sector, Map Book 18, Page 137 as recorded in the Office of Probate, Shelby County, Alabama; thence with a deflection angle to the right of 05 degrees 01 minutes 43 seconds and go in a Northeasterly direction along the Northwest line of Lot's 17, 18, 19 and 20 of said Amberley Woods Subdivision for a distance of 269.20 feet to the Northeast corner of Lot 20; thence with a deflection angle to the right of 06 degrees 59 minutes 58 seconds and go in Northeasterly direction along the Northwest line of Lot 21 for a distance of 76.32 feet to the Northwest corner of Lot 22; thence with a deflection angle to the right of 06 degrees 07 minutes 25 seconds and go in a Northeasterly direction along the Northwest line of Lot's 22 and 23 for a distance of 155.58 feet; thence with a deflection angle to the left of 08 degrees 03 minutes 05 seconds and go in a Northeasterly direction along the Northwest line of Lot 24 for a distance of 58.17 feet to the point of beginning.

EXHIBIT "A" (Continued)

PARCEL IV: A parcel of land situated in the Northeast ¼ of the Southwest ¼ of Section 27, Township 20 South, Range 3 West, more particularly described as follows:

Commence at the Northwest corner of said ¼ - ¼ section; thence go in an Easterly direction along the North boundary of said ¼ - ¼ section for a distance of 595.48 feet to the Northwesterly easement of Colonial Gas Pipeline as recorded by Deed Book 223, Page 437 and Deed Book 267, Page 834 in the Office of the Judge of Probate, Shelby County, Alabama, said point is also the point of beginning; thence continue along last described course and along said North ¼ - ¼ section line for a distance of 115.31 feet to the Southeasterly easement of said Colonial Gas Pipeline, point also on the Northwesterly line of Lot 84 as recorded by Phase 1 Amberley Woods 3rd Sector, Map Book 20, Page 88 in the Office of the Judge of Probate, Shelby County, Alabama; thence with a deflection angle to the right of 143 degrees 28 minutes 43 seconds and go in a Southwesterly direction along the Northwesterly boundary of Lots 84, 83, 82, 81 and 80 of said subdivision, and also along Southeasterly easement of said Colonial Gas Pipeline for a distance of 266.79 feet to the Northwest corner of said Lot 80, which is also a point of a curve to the left of the Northeasterly right of way of Amberly Woods Cove, having a radius of 184.71 feet, delta angle of 12 degrees 22 minutes 49 seconds, and a chord of 39.83 feet; thence with a deflection angle to the right of 77 degrees 11 minutes 08 seconds to the chord and go in a Northwesterly direction along the arc of said curve and right of way for a distance of 39.91 feet to the Southeast corner of Lot 1 of Phase 1 Amberly Woods 3rd Sector Map Book 20, Page 88 in the Office of the Judge of Probate of Shelby County, Alabama, Map Book 20, Page 88; thence with a deflection angle to the right of 49 degrees 41 minutes 46 seconds and go in a Northeasterly direction and along the East boundary of said Lot 1 for a distance of 42.11 feet to the Northwesterly easement of said Colonial Gas Pipeline; thence with a deflection angle to the right of 54 degrees 32 minutes 15 seconds and go in a Northeasterly direction along said Northwesterly easement for a distance of 157.74 feet to the point of beginning.

PARCEL V: A parcel of land situated in the Northeast ¼ of the Southwest ¼ of Section 27, Township 20 South, Range 3 West, more particularly described as follows:

Commence at the Northwest corner of said ¼ - ¼ section and go in a Southerly direction along the Westerly boundary of said ¼ - ¼ section for a distance of 420.95 feet to the point of beginning, also the Southwest corner of Lot 16A, as recorded in a Resurvey of Lots 12 through 27, and Green Area Phase I of Amberly Woods 3rd Sector by Map Book 23, Page 146, in the Office of the Judge of Probate, Shelby County, Alabama, said point also on the Northwesterly easement of Colonial Gas Pipeline as recorded in Deed Book 223, page 437 and Deed Book 267, Page 34; thence with a deflection angle to the left of 125 degrees 21 minutes 41 seconds and go in a Northeasterly direction along the Southeasterly boundary of Lots 16A, 17A, 18A, 19A and 20A and along said Northwesterly easement of said Gas Pipeline for a distance of 273.72 feet to a point on the South line of Lot 21A; thence with a deflection angle to the right of 36 degrees 33 minutes 13 seconds and go in an Easterly direction and along the Southerly line of Lots 21A and 22A for a distance of 74.75 feet to the Southeast corner of Lot 22A; thence with a deflection angle to the left of 90 degrees 00

EXHIBIT "A" (Continued)

minutes 00 seconds and go in a Northerly direction and along the East boundary of said Lot 22A for a distance of 52.55 feet to the Northwesterly easement of said Gas Pipeline; thence with a deflection angle to the right of 54 degrees 53 minutes 39 seconds and go in a Northeasterly direction along said Gas Pipeline easement for a distance of 93.17 feet to the Southwesterly right of way of Amberly Woods Cove and also a point on a curve to the right having a delta angle of 36 degrees 48 minutes 18 seconds, a radius of 134.71 feet, and a chord of 85.05 feet; thence with a deflection angle to the right of 60 degrees 56 minutes 01 seconds to the chord and go in a Southeasterly direction along the arc of said curve for a distance of 86.53 feet to the Northeast corner of said Lot 79 of Amberly Woods 5th Sector as recorded in Map Book 21, Page 58 in the Office of the Judge of Probate, Shelby County, Alabama, said point also on the Southeasterly easement of said Gas Pipeline; thence with a deflection angle to the right of 117 degrees 37 minutes 08 seconds and go in a Southwesterly direction along the Northwesterly boundary line of Lots 79, 78, 77, 76, 75, and common area of said Amberly Woods 5th Sector, and along the Southeasterly easement of said Gas Pipeline for a distance of 554.42 feet to the West boundary of the Northeast ¼ of the Southwest ¼ of said Section 27; thence with a deflection to the right of 125 degrees 21 minutes 39 seconds and go in a Northerly direction along the West line of said ¼ - ¼ section for a distance of 98.12 feet to the point of beginning.

Subject to: i) taxes and assessments for the year 2003, a lien but not yet payable; ii) right of way to Southern Natural Gas Corp as recorded in Deed Book 90, page 29 and Deed Book 90, page 279; iii) rights of way to Colonial Pipeline Company, as recorded in Deed Book 223, page 437, Deed Book 267, page 834, Deed Book 286, page 81, Deed Book 222, page 91, Deed Book 222, page 205, Deed Book 222, page 207, Deed Book 267, page 828, and Deed Book 267, page 831; iv) right of way granted to Shelby County for road as set out in Deed Book 271, page 739 and Deed Book 271, page 741; v) easement to Olde Towne West Partnership as set out in Book 150, page 652; vi) right of way to City of Helena as recorded in Deed Book 258, page 712, and Deed Book 323, page 653; vii) right of way to South Central Bell Telephone Company by instrument recorded in Deed Book 336, page 226; viii) title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto, as recorded in Book 150, page 648; and transmission line permits to Alabama Power Company as shown in Deed Volume 68, page 76; and ix) 30 foot access easement as set out in Book 324, page 115.

CERTIFICATE OF RESOLUTIONS

OF

GFP PROPERTIES, LLC

We, the undersigned, do hereby certify that we are all the members of GFP PROPERTIES, LLC, an Alabama limited liability company, and that the following is a true copy of resolutions duly adopted by the members of said company at a meeting thereof duly called after written notice to each member and held on the ___ day of May, 2003.

RESOLVED: that it is to the best interests of this Company to enter into arrangements with ALIANT BANK herein designated as "Secured Party", providing for financing accommodation to be extended to this Company by said Secured Party and for the creation of security interests in favor of Secured Party upon all or substantially all of this Company's present and future tangible or intangible property; and further

RESOLVED: That the members (or any one of them) of this Company are hereby authorized and empowered to make, execute, and deliver in the name of this Company a Promissory Note, a Mortgage, an Agreement, Financing Statements, and other agreements with Secured Party, and any amendments or modifications thereof, and that the members of this Company, and any person whom this Company or the member thereof may from time to time designate, is hereby authorized and empowered to make, execute, and deliver to Secured Party in the name of this Company any and all such assignments, pledges, endorsements, transfers, and other documents and instruments, and to do all such acts, as may be appropriate to consummate transactions between this Company and Secured Party pursuant to such agreements; and further

RESOLVED: That all acts and transactions of the members of this Company and of any such mortgagee, designees, done in execution or performance of any such agreements and of transactions thereunder, are hereby ratified and approved.

We further certify that true and correct copies of this Company's Articles of Organization, Operating Agreement, and all amendments thereto are affixed to this certificate.

We do further certify that the specimen signatures set forth below are those of the members

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Shelby Cnty Judge of Probate,AL
05/09/2003 13:43:00 FILED/CERTIFIED

of the Company authorized and empowered by the foregoing resolution to act for the Company:

Member	E. Todd Paden	Signature
Member	R. Shan Paden	Signature
Member	Ron Gilbert	Signature
Member	Bill Farguson	Signature

We further certify that this Company has no managers.

We further represent and warrant that the conveyance transaction associated with this financing accommodation is in compliance with the Articles of Organization and Operating Agreement of the Company.

We further certify that the Articles of Organization and the Operating Agreement of said Company contain no provisions requiring a vote or consent of any other individual or party to authorize the action of the members as set forth in the foregoing resolutions, and that said resolutions are and remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands as the members of said Company, this ___ day of May, 2003.

E. Todd Paden (Member)

R. Shan Paden (Member)

Ron Gilbert (Member)

Bill Farguson (Member)

LLC-res 5/6/03 10:44AM