



RETURN TO:

John E. Taylor, Esq.
Chorey, Taylor & Feil
Suite 1700, The Lenox Bldg.
3399 Peachtree Road, N.E.
Atlanta, Georgia 30326

STATE OF ALABAMA

COUNTY OF SHELBY

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") made this 28th day of April, 2003, by and between **THE MANIS FAMILY LIMITED PARTNERSHIP**, a Georgia limited partnership ("Mortgagor"), whose address is 2 Riverside Industrial Boulevard, Rome, Georgia 30161-7301, and **SOUTHTRUST BANK**, an Alabama banking corporation ("Mortgagee"), whose address is One Georgia Center, 600 West Peachtree Street, Suite 2700, Atlanta, Georgia 30308, Attn: Barbara Gewert.

WITNESSETH:

THAT, WHEREAS, Mortgagor is justly indebted to Mortgagee in the sum of SEVEN MILLION DOLLARS (\$7,000,000) in lawful money of the United States, or, so much of said sum as may be advanced and outstanding from time to time, and has agreed to pay the same, with interest thereon, according to the terms of a certain promissory note (hereinafter referred to

NOTE REGARDING INTANGIBLE TRANSFER TAX: THE REAL PROPERTY (THE "ALABAMA PROPERTY") DESCRIBED HEREIN HAS AN APPRAISED VALUE OF TWO MILLION TWO HUNDRED THOUSAND DOLLARS (\$2,200,000). THE PORTION OF THE LOAN DESCRIBED HEREIN ATTRIBUTED TO THE ALABAMA PROPERTY IS EIGHTY PERCENT (80%) OF THAT AMOUNT, OR ONE MILLION SEVEN HUNDRED SIXTY THOUSAND DOLLARS (\$1,760,000), WHICH IS THE AMOUNT UPON WHICH THE INTANGIBLE TRANSFER TAX PAID IN REGARD TO THIS MORTGAGE HAS BEEN COMPUTED.

as the "Note") given by Mortgagor to Mortgagee, dated as of February 7, 2002, with final payment being due on July 1, 2004.

NOW, THEREFORE, in consideration of the premises and of the sum hereinabove set forth and in order to secure the indebtedness and other obligations of Mortgagor hereinafter set forth, Mortgagor has irrevocably mortgaged, granted and conveyed to Mortgagee, and by these presents does irrevocably mortgage, grant and convey to Mortgagee, and the successors, successors-in-title and assigns of Mortgagee, with power of sale, the property (the "Property") described on Exhibit "A" attached hereto and incorporated herein by this reference.

TOGETHER WITH all and singular, the improvements, fixtures, easements, hereditaments, rights, members and appurtenances thereunto belonging or in anywise appertaining, including, without limitation: the buildings and improvements now or hereafter erected thereon, and the fixtures, attachments, appliances, equipment, machinery, furnishings and other articles affixed or attached to said buildings and improvements or used or intended to be used with or in connection with the use, operation or enjoyment of the Property, including, without limitation, all building materials (excluding, however, all building materials held as inventory for sale in the ordinary course of business), electrical, plumbing, heating and air conditioning systems (including window units), all built-in appliances, cabinets and lighting fixtures, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of, any of the foregoing (all of the foregoing is hereinafter collectively referred to as the "Improvements and Personal Property"); and all minerals, shrubs, trees or other emblements now or hereafter on said Property or under or above the same or any part or parcel thereof, and all leasehold estates, usufructuary interests, and rights of Mortgagor in the Property, and all rights of Mortgagor as lessor or landlord under any lease or sublease letting or demising all or any portion of the Property or the Improvements and Personal Property, including, without limitation, the interest of Mortgagor in all rents and security deposits paid or to be paid thereunder; and all right of claim of Mortgagor with respect to the proceeds of insurance which Mortgagor now has or may hereafter acquire in the Property and the Improvements and Personal Property and any and all awards made for the taking by eminent domain, by any proceeding or purchase in lieu thereof, of the whole or any part of the Property and the Improvements and Personal Property; and if this is a construction mortgage all right, title and interest of Mortgagor in and to all construction materials, equipment, supplies and contracts.

Mortgagor warrants that Mortgagor has good title to the Property, the Improvements and Personal Property, property rights, leases, contract rights, claims and other items set forth in the preceding paragraph (all of which are collectively referred to as the "Premises") and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that the Premises are unencumbered except as may be herein expressly provided; and the Mortgagor will forever warrant and defend the title to the Premises unto Mortgagee against the claims of all persons whomsoever.

This instrument is made and intended to secure (i) the payment of the indebtedness evidenced by the Note and any modifications, extensions, renewals or consolidations thereof and

substitutions therefor, either in whole or in part; (ii) any and all additional advances made by Mortgagee to protect or preserve the Premises or the security interest created hereby on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided, or in regard to Hazardous Materials, Releases and/or the Premises' compliance with Environmental Laws and Handicapped Access Laws (all as defined in Paragraph 20 below) or for performance of any of Mortgagor's obligations hereunder or for any other purpose provided herein (whether or not the original Mortgagor remains the owner of the Premises at the time of such advance); (iii) the performance of all obligations of Mortgagor under this Mortgage; (iv) the payment and performance of all obligations of Mortgagor and any other person primarily or secondarily liable to Mortgagee for the Secured Indebtedness (Mortgagor and each such person hereinafter referred to as an "Obligor") under any loan agreement (including, without limitation, any construction loan agreement), guaranty and other agreements, documents or instruments evidencing, securing or otherwise relating to the indebtedness evidenced or guaranteed by the Note (the Note, this Mortgage, and any and all other such loan agreements, guarantees, agreements, documents and instruments are hereinafter collectively referred to as the "Loan Documents"); and (v) any and all other indebtedness now owing or which may hereafter be owing by Mortgagor to Mortgagee, now existing or hereafter coming into existence, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due to become due, and all renewals, modifications, consolidations and extensions thereof and substitutions therefor, either in whole or in part. All of the foregoing obligations secured hereby are collectively described herein as the "Secured Indebtedness."

AND MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE as follows:

1. Payment of Secured Indebtedness. Mortgagor shall pay to Mortgagee the Secured Indebtedness with interest thereon as in the Note, the Loan Documents and this Mortgage provided.

2. Payment of Other Items. Mortgagor shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this Mortgage or the Secured Indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby; (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Article 3 herein; (c) premiums on all collaterally pledged life insurance policies, if any; (d) premiums for mortgage insurance, if this Mortgage and the Note are so insured; and (e) ground rents or other lease rentals, if any, payable by Mortgagor. Upon demand by Mortgagee, Mortgagor shall pay to Mortgagee, together with and in addition to the payments of principal and interest payable under the Loan Documents, on the installment-paying dates thereof, until the Secured Indebtedness is fully paid or until notification from Mortgagee to the contrary, an amount reasonably sufficient (as estimated by Mortgagee) to provide Mortgagee with funds on hand to pay taxes, assessments, insurance premiums, rents and other charges next due so that Mortgagee will have sufficient funds on hand to pay same thirty (30) days before the date on which they become past due. In no event shall Mortgagee be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. Mortgagor shall furnish to Mortgagee, at least thirty (30) days before

the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Mortgagee shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such charges. Mortgagee may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall be immediately due and payable to Mortgagee and bear interest at the rate of twelve percent (12%) per annum from date of advancement. Mortgagee may apply credits held by it for the above charges on account of any delinquent installments of principal or interest or any other payments maturing or due under this Mortgage, and the amount of credit existing at any time shall be reduced by the amount so paid or applied. The amount of the existing credit hereunder at the time of any transfer of the Premises shall, without assignment thereof, inure to the benefit of the successor-owner of the Premises and shall be applied under and subject to all of the provisions hereof, provided that nothing contained in this paragraph shall be deemed to authorize or to constitute Mortgagee's consent to the transfer of the Premises or any portion thereof or any interest therein, including a security interest. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

3. Insurance.

(a) Mortgagor shall keep the Premises insured for the benefit of Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke, and such other hazards (so-called "All Risk Coverage"), including flood, as Mortgagee may from time to time require, all in amounts approved by Mortgagee not to be less than 100% of the full replacement cost. Mortgagor shall also maintain (1) comprehensive public liability insurance, to include workmen's compensation insurance, covering all liabilities incident to the construction, ownership, possession and operation of the Premises, and naming Mortgagee as an additional insured thereunder, in an amount acceptable to Mortgagee; and (2) such other insurance on the Premises or any replacements or substitutions therefor and in such amounts as may from time to time be reasonably required by Mortgagee against other insurable casualties which at the time are commonly insured against in the case of properties of similar character and location, due regard being given to the height and type of the improvements, their construction, location, use and occupancy, or any replacements or substitutions therefor including, without limitation, boiler insurance and flood hazard insurance, if applicable. All such insurance shall be written in form and by companies approved by Mortgagee; and regardless of the types or amounts of insurance required and approved by Mortgagee, Mortgagor shall assign and deliver to Mortgagee, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance, with loss payable to Mortgagee, without contribution by Mortgagee, pursuant to the New York Standard or other mortgagee clause satisfactory to Mortgagee. If Mortgagee, by reason of such insurance, receives any money for loss or damage, such amount may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Mortgagor for the repair or replacement of the Premises or any part thereof, or for any other purpose or

object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor.

(b) Not less than 30 days prior to the expiration date of each policy of insurance required of Mortgagor hereunder, and of each policy of insurance held as additional collateral to secure the Secured Indebtedness, Mortgagor shall deliver to Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee.

(c) In the event of a foreclosure of this Mortgage, the purchaser of the Premises shall succeed to all the rights of Mortgagor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Mortgagee, with respect to the Premises.

4. Maintenance and Inspection. Mortgagor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this Mortgage, which may be affected by a proceeding of the character referred to in Article 7 herein. No part of the Premises now or hereafter conveyed as security by or pursuant to this Mortgage shall be removed, demolished or materially altered without the prior written consent of Mortgagee. Mortgagor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the property herein conveyed. Mortgagor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof. Mortgagee and any persons authorized by Mortgagee shall have the right to enter and inspect the Premises at all reasonable times.

5. Leases and Assignment of Rents. Mortgagor shall faithfully perform the covenants of Mortgagor as lessor under any present and future leases, affecting all or any portion of the Premises, and neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for therein, or the interest of Mortgagor or Mortgagee therein or thereunder. Mortgagor, without first obtaining the written consent of Mortgagee thereto, shall not: (a) assign the rents, or any part thereof, from the Premises, (b) consent to the cancellation or surrender of any lease of the Premises, or any part thereof, now existing or hereafter to be made, (c) modify any such lease so as to shorten the unexpired term thereof, or so as to decrease the amount of the rent payable thereunder, or (d) collect rents from the Premises for more than one month in advance, whether discounted, accelerated or otherwise. Mortgagor shall procure and deliver to Mortgagee at the time of executing this Mortgage, or at any time within thirty (30) days after notice and demand, estoppel letters or certificates from each lessee, tenant or occupant in possession of the Premises, as required by, and in form and substance satisfactory to, Mortgagee and deliver to Mortgagee a recorded assignment of all of the lessor's interest in said leases, in form and substance satisfactory to Mortgagee (in addition to the conveyance hereunder), and

proof of due service of copy of said assignment on each lessee, either personally or by prepaid registered mail, return receipt requested.

Mortgagor hereby absolutely assigns and transfers to Mortgagee all the rents, issues and profits of the Premises, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues and profits and apply the same to the Secured Indebtedness.

Notwithstanding anything contained herein to the contrary, this assignment is intended and shall be construed to create, an absolute, present assignment from Mortgagor to Mortgagee. The rents, issues and profits of the Premises are hereby assigned absolutely by Mortgagor to Mortgagee. It is the further intent of Mortgagee and Mortgagor that the rents, issues and profits absolutely assigned are no longer, during the term of this Mortgage, property of Mortgagor or property of the estate of Mortgagor as defined in 11 U.S.C. § 541 and shall not constitute collateral, cash or otherwise, of Mortgagor.

Although this assignment constitutes a present and current assignment of all rents, issues and profits of the Premises, so long as Mortgagor is not in default hereunder, Mortgagee shall not demand that such rents, issues and profits be paid directly to Mortgagee, and Mortgagor shall have a revocable license to collect, but no more than one (1) month prior to accrual, all such rents, issues and profits from the Premises; provided that such revocable license shall ipso facto terminate without further action by Mortgagee and without notice to Mortgagor upon the occurrence of a Default.

6. Additional Documentation. Mortgagor shall execute and deliver and pay the costs of preparation and recording thereof to Mortgagee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, security Mortgages, security agreements, financing statements, assignments, and renewal and subscription notes and guaranties, so as to reaffirm, to correct and to perfect the evidence of the obligations hereby secured and the legal security title of Mortgagee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this Mortgage and extensions or modifications thereof. Mortgagor, upon request, shall certify by a writing, duly acknowledged, to Mortgagee or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within 6 days in case the request is made personally, or within 10 days after the mailing of such request in case the request is made by mail.

7. Condemnation. In the event all or any part of the Premises is taken by eminent domain by any public or quasi-public authority or corporation, or in the event all or any portion of the Premises is purchased from Mortgagor under threat of such taking, then all of the award of payment arising from said taking or purchase shall be paid to Mortgagee. Mortgagee shall have

the right to retain said award or payment for application toward payment of the Secured Indebtedness, or to pay over said amount, in whole or in part, to Mortgagor, but Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor. If prior to the receipt by Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of attorneys' fees in the sum of fifteen percent (15%) of the aggregate amount due hereunder, and all costs and disbursements incurred by Mortgagee in connection with the collection of such award of payment.

8. Financial Statements. Mortgagor shall deliver to Mortgagee, at any time within 30 days after notice and demand by Mortgagee, (i) a statement in such reasonable detail as Mortgagee may request, certified by the Mortgagor or an executive officer of a corporate Mortgagor, of the leases relating to the Premises, and (ii) a statement in such reasonable detail as Mortgagee may request certified by a certified public accountant or, at the option of Mortgagee, by Mortgagor or an executive officer or treasurer of a corporate Mortgagor, of the income from and expenses of any one or more of the following: (a) the conduct of any business on the Premises, (b) the operation of the Premises, or (c) the leasing of the Premises or any part thereof, for the last 12 month period prior to the giving of such notice, and, on demand, Mortgagor shall furnish to Mortgagee executed counterparts of any such leases and convenient facilities for the audit and verification of any such statement.

9. Security Agreement. Mortgagor hereby grants to Mortgagee a security interest in the Improvements and Personal Property, including without limitation any and all property of similar type or kind hereafter located on or at the Property, for the purpose of securing the Secured Indebtedness. Mortgagor warrants, represents and covenants that the Improvements and Personal Property are not used or bought for personal family or household purposes. Notwithstanding anything contained herein to the contrary, all covenants and obligations of Mortgagor contained herein relating to the Premises shall be deemed to apply to the Improvements and Personal Property. This Mortgage constitutes a Security Agreement as that term is used in the Uniform Commercial Code of Georgia.

10. Default. Upon the occurrence of any one of the following events (herein called an "Event of Default" or "Default"):

- (i) should Mortgagor or any Obligor fail to pay the Secured Indebtedness, or any part thereof, when and as the same shall become due and payable;
- (ii) should any representation or warranty of any Obligor herein contained, or contained in any instrument given by any Obligor to Mortgagee with respect to the Secured Indebtedness or the Premises, prove untrue, incomplete or misleading in any material aspect;
- (iii) should the Premises be subject to actual or threatened waste, or any part thereof

be removed, demolished or materially altered so that the value of the Premises is reduced or diminished in any manner whatsoever;

- (iv) should any federal tax lien, execution, or claim of lien for labor or material be filed of record against any Obligor or the Premises and not be removed by payment or bond within 30 days from date of recording;
- (v) should any claim of priority superior to this Mortgage by title, lien or otherwise be asserted in any legal or equitable proceeding;
- (vi) should any Obligor become insolvent or should any Obligor make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of any Obligor or of any of any Obligor's property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of any Obligor, pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should any proceeding be instituted against or on behalf of any Obligor alleging that any Obligor is insolvent or unable to pay such Obligor's debts as they become due, or should any Obligor be adjudicated a bankrupt or insolvent, or should any Obligor, if a corporation or company, be liquidated or dissolved or its charter expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or, if a trust, be terminated or expire;
- (vii) should any Obligor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this Mortgage, or in the Note, or in any other Loan Document;
- (viii) should any event occur under any instrument, Mortgage or agreement, given or made by any Obligor to or with Mortgagee or any third party, which would authorize the acceleration of any debt owed by such Obligor to Mortgagee or to any such third party;
- (ix) should Mortgagor sell, transfer or encumber the Premises or any portion thereof or any interest therein, including a security interest, without Mortgagee's prior written consent;
- (x) if any Obligor is a corporation, partnership or other artificial entity, if there is any encumbrance, pledge, conveyance, transfer or assignment of any legal or beneficial interest whatsoever in such Obligor; or
- (xi) if the financial responsibility of any Obligor becomes impaired in the sole opinion of Mortgagee or if Mortgagee otherwise deems itself to be insecure;

then and thereupon:

- (i) Mortgagee may take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing agent of the Premises and

let the same, either in its own name, or in the name of Mortgagor, and give notice to any lessees or tenants under any existing leases affecting the Premises to make all future payments directly to Mortgagee or its order and to attorn to Mortgagee or its order as lessor or landlord, and receive the rents, incomes, issues and profits of the Premises and apply the same, after payment of all reasonable charges and expenses, on account of the Secured Indebtedness.

- (ii) Mortgagee may pay any sums in any form or any manner deemed expedient by Mortgagee to protect the security of this instrument or to cure any Event of Default other than payment of interest or principal on Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Mortgagee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate of twelve percent (12%) per annum, shall be added to and become a part of the Secured Indebtedness and be immediately due and payable to Mortgagee; and Mortgagee shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this Mortgage;
- (iii) Mortgagee may, at its option, declare the entire Secured Indebtedness immediately due, payable and collectible, without notice to Mortgagor, regardless of maturity, and thereupon, Mortgagee may sell and dispose of the Premises at public auction, at the front door of the county courthouse of the county where the Premises or any part thereof may be, to the highest bidder for cash, in order to pay the Secured Indebtedness, and all expenses of sale and of all proceedings in connection therewith, including reasonable attorneys' fees, first advertising the notice of sale once a week for three consecutive weeks in a newspaper published in said county, all other notice being hereby waived by Mortgagor; and Mortgagee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Premises in fee simple, which conveyance may contain recitals as to the happening of the Default upon which the execution of the power of sale, herein granted, depends, and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and Mortgage were in all things duly complied with; and Mortgagee, its agents, representatives, successors or assigns, may bid and purchase at such sale; and Mortgagor hereby constitutes and appoints Mortgagee or its assigns, Mortgagor's agent or attorney-in-fact to make such recitals, sale and conveyance, and all of the acts of such agent or attorney-in-fact are hereby ratified, and Mortgagor agrees that such recitals shall be binding and conclusive upon Mortgagor; and in the event of such a foreclosure sale, the proceeds of such sale shall be applied, in whatever order Mortgagee in its sole discretion may decide, to the outstanding principal amount

of the Note, and interest then due thereon, and all amounts advanced by Mortgagee for taxes, assessments, fire insurance premiums and other charges, with interest at the rate of twelve percent (12%) per annum thereon from date of payment, together with all costs and charges for advertising, and commissions for selling the Premises, and reasonable attorneys' fees, and Mortgagee will pay over any surplus to the person or persons legally entitled thereto; and, in case of a sale, as herein provided, Mortgagor or any person in possession under Mortgagor shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily disposed in accordance with the provisions of law applicable to tenants holding over; the power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Mortgagee may have at law or in equity; and

- (iv) Mortgagee may exercise any and all of the remedies available to a secured party under the Georgia Uniform Commercial Code.

Mortgagee, in any action to foreclose this Mortgage, or upon any Event of Default, may apply for the appointment of a receiver of the rents, profits and other income of the Premises without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Premises as security for the amounts due the Mortgagee, or the solvency of any person or corporation liable for the payment of such amounts.

In case of any sale under this Mortgage by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Premises or any part thereof, may be sold in one parcel and as entirety, or in such parcels, manner or order as Mortgagee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless and until the entire Premises are sold or the Secured Indebtedness is paid in full.

11. Waiver of Homestead; Time of the Essence. Mortgagor, for himself and family, hereby waives and renounces all homestead and exemption rights provided for by the Constitution and Laws of the United States or the State of Alabama, in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof; and Mortgagor agrees that where, by the terms of this Mortgage, the Note, or any of the Loan Documents, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

12. Mortgagee's Right to Sue. Mortgagee shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this Mortgage or any of the Loan Documents, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against Mortgagor, including an action of foreclosure, or any other action, for a Default or Defaults by Mortgagor existing at the time such earlier action was commenced.

13. Rights Cumulative. The rights of Mortgagee, granted and arising under the clauses and covenants contained in this Mortgage, the Note, and the other Loan Documents shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Mortgagee may have in law or equity, and none of them shall be in exclusion of the others, and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security Mortgages, and preservation of security as provided at law. No act of Mortgagee shall be construed as an election to proceed under any one provision herein or under the Note or any of the Loan Documents to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

14. Notice. Any and all notices, elections or demands permitted or required to be given under this Mortgage shall be in writing, signed by or on behalf of the party giving such notice, election or demand, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon being deposited in the United States mail, postage prepaid, certified with return receipt requested, or upon being deposited with an overnight commercial delivery service requiring proof of delivery, to the other party at the address of such other party set forth below or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election, demand, request or response, if given to Mortgagee, shall be addressed as follows:

SOUTHTRUST BANK
One Georgia Center
600 West Peachtree Street
Suite 2700
Atlanta, Georgia 30308
Attn: Barbara Gewert

and if given to Mortgagor shall be addressed as follows:

THE MANIS FAMILY LIMITED PARTNERSHIP
2 Riverside Industrial Boulevard
Rome, Georgia 30161-7301
Attn: Frank Bibb

15. No Waiver. Any indulgence or departure at any time by the Mortgagee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Mortgagor.

16. Definitions. The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations, partnerships, limited liability companies, companies and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more notes or guaranties and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this Mortgage, the term "Mortgagor" shall mean all parties signing, and each of them, all of whom shall be jointly and severally liable hereunder, and each agreement, obligation and Secured Indebtedness of Mortgagor shall be and mean the several as well as joint undertaking of each of them.

17. Severability. The parties agree that the provisions of this Mortgage are severable, and in the event any clause, phrase, sentence or paragraph shall be declared by a court of competent jurisdiction to be invalid or unenforceable, then the parties declare that the remaining clauses, phrases, sentences and paragraphs of this Mortgage shall remain in full force and effect.

18. Prior Mortgages. If a default by any Obligor should occur under any one or more of the documents evidencing or securing a debt that is secured by the Mortgages to secure debt listed below (the "Prior Mortgages"), if any, such default shall constitute a Default hereunder, whereupon Mortgagee, at Mortgagee's option and without notice or demand to Mortgagor, may proceed immediately to exercise any and all rights and remedies provided hereunder, or may make any payments or perform any acts necessary to correct any such default, or may pay all or part of the debt secured by any one or more of the Prior Mortgages. Any payment so made or costs so incurred in connection with Mortgagee's action pursuant to this paragraph shall be treated as though made or incurred pursuant to the provisions of Paragraph 2 hereof, shall bear interest as set forth in Paragraph 2 hereof, and shall be secured hereby. Mortgagor hereby assigns to Mortgagee all surplus funds which, upon foreclosure of a Prior Mortgage, may come into the hands of the person performing such foreclosure, and Mortgagor hereby directs that such surplus funds be paid over to Mortgagee to be applied upon payment of the debt secured hereby. Mortgagor will pay or cause to be paid as and when due all payments on the debts and other obligations secured by the Prior Mortgages. Mortgagor represents and warrants to Mortgagee that as of the date of this Mortgage, Mortgagor is not in default under any of the Prior Mortgages and no event exists which, with the giving of notice or passage of time, or both, would constitute a default under any of the Prior Mortgages.

PRIOR MORTGAGES: [IF NONE, TYPE "NOT APPLICABLE"]

NOT APPLICABLE

19. Indemnity. Mortgagor hereby covenants and agrees to protect, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including attorneys' fees and expenses) imposed upon or incurred by Mortgagee by reason of: (a) any claim for brokerage fees or other such commissions

relating to the Premises or the Secured Indebtedness, or (b) the condition of the Premises, or (c) any default by any Obligor under this Mortgage, the Note, or any other Loan Documents, or (d) failure to pay recording, mortgage, intangibles or similar taxes, fees or charges relating to the indebtedness evidenced by the Note or any one or more of the Loan Documents, or (e) the Loan Documents or any claim or demand whatsoever which may be asserted by reason of any alleged action, obligation or undertaking to be performed or discharged by Mortgagee pursuant to this Mortgage or any other document evidencing, securing, or in any way relating to the Secured Indebtedness or pursuant to any matter contemplated in the Loan Documents. In the event Mortgagee incurs any liability, loss or damage by reason of the foregoing, or in the defense of any claim or demand arising out of or in connection with the foregoing, the amounts of such liability, loss or damage shall be added to the Secured Indebtedness, shall bear interest at the interest rate specified in the Note from the date incurred until paid and shall be payable on demand.

20. Environmental Matters. For purposes of this Paragraph 20, the following terms shall have the following meanings:

"Hazardous Material" or "Hazardous Materials" means and includes petroleum products (including its derivatives, by-products or other hydrocarbons), flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls, and any hazardous, toxic or dangerous waste, substance or material defined as such, or as a Hazardous Substance or any similar term, in the Environmental Laws, including, without limitation, Section 101(14) of CERCLA (as hereinafter defined);

"Release" shall have the meaning given such term, or any similar term, in the Environmental Laws, including, without limitation, Section 101(22) of CERCLA; and

"Environmental Law" or "Environmental Laws" shall mean any and all applicable Federal, state, regional, county or local laws, statutes, rules, regulations, ordinances, decrees or orders concerning public health, safety or the environment, whether now existing or hereafter enacted or promulgated, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC Section 9601 *et seq.*, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 USC Section 6901 *et seq.*, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC Section 1251 *et seq.*, the Toxic Substances Control Act of 1976, 15 USC Section 2601 *et seq.*, the Emergency Planning and Community Right-to-Know Act of 1986, 42 USC Section 11001 *et seq.*, the Clean Air Act of 1966, as amended, 42 USC Section 7401 *et seq.*, the National Environmental Policy Act of 1975, 42 USC Section 4321, the Rivers and Harbors Act of 1899, 33 USC Section 401 *et seq.*, the Endangered Species Act of 1973, as amended, 16 USC Section 1531 *et seq.*, the Occupational Safety and Health Act of 1970, as amended, 29 USC Section 651 *et seq.*, the Safe Drinking Water Act of 1974, as amended, 42 USC Section 300(f) *et seq.*, and all rules, regulations and

guidance documents promulgated or published thereunder, and any Federal, state, regional, county or local statute, law, rule, regulation, ordinance, decree or order relating to or imposing liability or standards of conduct concerning public health, safety or the environment, including, without limitation, relating: (i) to releases, discharges, emissions or disposals or hazardous, toxic or other controlled, prohibited, or regulated substances to air, water, land or groundwater; (ii) to the withdrawal or use of groundwater; (iii) to the use, handling or disposal of polychlorinated biphenyls (PCB's), asbestos or urea formaldehyde; (iv) to the treatment, generation, storage, disposal or management of hazardous substances (including, without limitation, petroleum, its derivatives, by-products or other hydrocarbons), and any other solid, liquid or gaseous substance, exposure to which is prohibited, limited or regulated, or may or could pose a hazard to the health and safety of the occupants of the Premises or the property adjacent to or surrounding the Premises; (v) to the exposure of persons to toxic, hazardous, or other controlled, prohibited or regulated substances; or (vi) to the transportation, storage, disposal, management or release of any federally regulated gaseous or liquid substances, and any regulation, order, injunction, judgment, declaration, notice or demand issued thereunder.

"Handicapped Access Law" or "Handicapped Access Laws" shall mean any and all applicable Federal, state, regional, county or local laws, statutes, rules, regulations, ordinances, decrees or orders concerning access of handicapped or disabled persons, whether now existing or hereafter enacted or promulgated, including, but not limited to, the Fair Housing Amendments Act of 1988 and the Americans with Disabilities Act of 1990, as the same may be amended from time to time.

Mortgagor covenants and agrees, at its sole cost and expense, to indemnify, protect and save Mortgagee harmless against and from any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Mortgagee or the Premises and arising directly or indirectly from or out of: (i) any Hazardous Materials on, in, under or affecting all or any portion of the Premises, any surrounding areas, or any property owned by Mortgagor, regardless of whether or not caused by or within the control of Mortgagor; (ii) the violation or alleged violation of any Environmental Laws or Handicapped Access Laws relating to or affecting the Premises or Mortgagor, whether or not caused by or within the control of Mortgagor; (iii) the failure of Mortgagor to comply fully with the terms and conditions of this Paragraph 20; (iv) the violation or alleged violation of any Environmental Laws or Handicapped Access Laws in connection with other property of Mortgagor which gives or may give rise to any rights whatsoever in any party with respect to the Premises by virtue of any Environmental Law or Handicapped Access Law; or (v) the enforcement of this Paragraph 20, or the assertion by Mortgagor of any defense to Mortgagor's obligations hereunder whether any of such matters arise before or after a sale under power or foreclosure of this Mortgage or other taking of title to all or any portion of the Premises by Mortgagee including, without limitation, (A) the costs of removal of any and all Hazardous Materials from all or any portion of the Premises or any surrounding areas, (B) additional costs required to take necessary precautions to protect against

the discharge, spillage, emission, leakage, seepage or Release of Hazardous Materials on, in, under or affecting the Premises or into the air, any body of water, any other public domain or any surrounding areas, and (C) costs incurred to comply with the Environmental Laws and the Handicapped Access Laws in connection with all or any portion of the Premises or any surrounding areas. Mortgagee's rights under this Paragraph 20 shall be in addition to all other rights of Mortgagee under this Mortgage, the Note, and under any other of the Loan Documents. Payments by Mortgagor under this Paragraph 20 shall not reduce Mortgagor's obligations and liabilities under any of the Loan Documents, including specifically, without limitation, the obligations of Mortgagor to repay the Note in full in accordance with its terms. The obligations of Mortgagor under this Paragraph 20 shall survive and remain in full force and effect notwithstanding the (i) payment of the Note; (ii) the cancellation, termination, satisfaction or release of this Mortgage; (iii) the exercise of any one or more of the remedies provided in this Mortgage; and (iv) the foreclosure by Lender under this Mortgage or acceptance by Lender of any Mortgage or other transfer in lieu of foreclosure.

WITNESS WHEREOF, this Mortgage has been duly executed and sealed by Mortgagor the day and year first above written.

**THE MANIS FAMILY LIMITED
PARTNERSHIP**, a Georgia limited partnership

By: Manis Real Estate Investments, LLC,
a Georgia limited liability company,
sole General Partner

By:  [SEAL]

James T. Manis, Manager

By:  [SEAL]

Mark W. Manis, Manager

STATE OF GEORGIA

COUNTY OF Floyd

I, Phyllis L. Jenkins, a Notary Public in and for said County in said State, hereby certify that James T. Manis and Mark W. Manis, whose names as Managers of Manis Real Estate Investments, LLC, a Georgia limited liability company, sole general partner of The Manis Family Limited Partnership, a Georgia limited partnership, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said entities.

Given under my hand and official seal, this the 28th day of April, 2003.

Phyllis L. Jenkins
Notary Public

Commission Expiration Date: August 18, 2006

[NOTARIAL SEAL]

EXHIBIT "A"

The following land located in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 26, Township 19 South, Range 1 West, in the County of Shelby, and State of Alabama, being more particularly described as follows:

Commence at an axle with 4" x 4" concrete witness monument being the Southeast corner of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 88° 42' 05" West along the South boundary of said section for a distance of 187.31 feet (set 1/2" rebar) to the point of beginning. From this beginning point continue South 88° 42' 05" West along the South boundary of said section for a distance of 626.55 feet (set 1/2" rebar) to a point on the Easterly right-of-way of Shelby County Paved Road No. 433, said point being a point on the curvature of a concave curve right having a delta angle of 29° 13' 35" and a radius of 151.77 feet; thence proceed Northwesterly along the curvature of said curve for a chord bearing and distance of North 32° 07' 51" West, 76.58 feet (set 1/2" rebar) to the P. T. of said curve; thence proceed North 17° 31' 03" West along the Easterly right-of-way of said road for a distance of 122.30 feet (set 1/2" rebar) to the P. C. of a concave curve left having a delta angle of 33° 45' 17" and a radius of 798.09 feet; thence proceed Northwesterly along the curvature of said curve for a chord bearing and distance of North 34° 23' 42" West, 463.41 feet (set 1/2" rebar) to the P. T. of said curve; thence proceed North 51° 16' 21" West along the Easterly right-of-way of said road for a distance of 199.78 feet (set 1/2" rebar) to the P. C. of a concave curve right having a delta angle of 05° 54' 46" and a radius of 257.13 feet; thence proceed Northwesterly along the curvature of said curve for a chord bearing and distance of North 48° 18' 58" West, 26.54 feet (set 1/2" rebar) to its point of intersection with the West boundary of the Southeast one-fourth of the Southeast one-fourth of said Section 26; thence proceed North 00° 13' 16" West along the West boundary of said quarter-quarter section for a distance of 59.32 feet (set 1/2" rebar) to a point on the Southerly right-of-way of the CSX Railroad (100 foot right-of-way), said point being South 0° 13' 16" East of and 551.69 feet from a 1" open top pipe in place accepted as the Northwest corner of the Southeast one-fourth of the Southeast one-fourth of said Section 26; thence proceed North 66° 23' 01" East along the Southerly right-of-way of said CSX Railroad for a distance of 744.90 feet (set 1/2" rebar); thence proceed South 23° 36' 59" East for a distance of 1146.03 feet to the point of beginning.