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**MORTGAGE, ASSIGNMENT OF LEASES
AND SECURITY AGREEMENT**

from

RIVERCHASE OFFICE ROAD, L.L.C.

to

FIRST COMMERCIAL BANK

Dated as of December 1, 2003

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STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

**MORTGAGE, ASSIGNMENT OF LEASES,
AND SECURITY AGREEMENT**

THIS MORTGAGE, ASSIGNMENT OF LEASES, AND SECURITY AGREEMENT, dated as of December 1, 2003, is entered into by **RIVERCHASE OFFICE ROAD, L.L.C.**, a limited liability company organized and existing under the laws of the State of Alabama (the "Issuer"), for the benefit of **FIRST COMMERCIAL BANK**, an Alabama banking corporation (the "Credit Obligor").

R E C I T A L S:

The Issuer is issuing its \$3,460,000 aggregate principal amount of Taxable Variable Rate Demand Notes (the "Notes") in order to refinance a professional office building that is located at 1121 Riverchase Office Road, Hoover, Alabama, and to acquire a professional office building located at 2189 Parkway Lake Drive, Hoover, Alabama (said facilities together with all real estate and personal property appurtenant thereto being herein referred to as the "Project"). The Notes will be issued pursuant to a Trust Indenture dated as of December 1, 2003, between the Issuer and First Commercial Bank, an Alabama banking corporation with its principal corporate trust office in Birmingham, Alabama (in such capacity, herein referred to as the "Trustee").

As security for the payment of the Notes, the Credit Obligor will issue an irrevocable letter of credit (the "Letter of Credit") in favor of the Trustee to enable the Trustee to pay debt service on the Notes when due. Pursuant to a Credit and Security Agreement dated as of December 1, 2003 (the "Credit Agreement"), the Issuer will agree, among other things, to reimburse the Credit Obligor for all amounts drawn by the Trustee pursuant to the Letter of Credit in accordance with the terms thereof. The maximum obligation of the Issuer for such reimbursement is \$3,499,406, and this Mortgage is given to secure such amount.

As security for the Issuer's obligations under the Credit Agreement, the Issuer has executed this Mortgage in favor of the Credit Obligor, whereby the Credit Obligor has been granted security title to, assignment and pledge of, and security interest in, the Issuer's land and facilities.

The Credit Agreement provides that, as a condition precedent to the issuance of the Letter of Credit, the Issuer must execute and deliver this Mortgage to the Credit Obligor.

NOW, THEREFORE, in consideration of the foregoing recitals and to induce the Credit Obligor to enter into the Credit Agreement and to issue the Letter of Credit, and to secure the prompt payment of all amounts due by the Issuer under the Credit Agreement and this Mortgage, and also to secure the full and complete performance of each and every obligation, covenant, duty and agreement of the Issuer contained in this Mortgage and the Credit Agreement, the Issuer agrees as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1 **Definitions.** For all purposes of this Mortgage, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Article have the meanings assigned to them in this Article. Singular terms shall include the plural as well as the singular and vice versa.

(b) All references in this instrument to designated "articles," sections" and other subdivisions are to the designated articles, sections and subdivisions of this instrument as originally executed.

(c) The terms "herein," hereof" and "hereunder" and other words of similar import refer to this Mortgage as a whole and not to any particular article, section or other subdivision.

(d) The term "person" shall include any individual, corporation, partnership, joint venture, association, trust, unincorporated organization and any government or any agency or political subdivision thereof.

(e) Capitalized terms not otherwise defined in this Article shall have the meaning assigned in the Indenture.

(f) All references to this Mortgage and other documents or instruments shall be deemed to refer to this Mortgage or such documents or instruments as they may hereafter be extended, renewed, modified, or amended, and all replacements or substitutions therefor.

(g) As used in this Mortgage, the following terms shall have the following meanings unless the context hereof shall otherwise indicate:

"Collateral" means all property and rights mortgaged, assigned, pledged, or otherwise subject to the lien of this Mortgage and all other collateral from time to time securing the Obligations.

"Credit Agreement" means that certain Credit and Security Agreement dated as of December 1, 2003, between the Issuer and the Credit Obligor.

"Credit Obligor" means First Commercial Bank, an Alabama banking corporation, with its principal place of business in Birmingham, Alabama, in its capacity as the issuer of the Letter of Credit, and its successors and assigns.

"Equipment" means all televisions, carpeting, telephones, cash registers, computers, lamps, glassware, restaurant and kitchen equipment, and other fixtures and equipment of the Issuer located on, attached to or used or useful in connection with any of the Issuer Facilities; provided, however, that with respect to any items which are leased and not owned by the Issuer, the Equipment shall include the leasehold interest only of the Issuer together with any options to purchase any of said items and any additional or greater rights with respect to such items which the Issuer may hereafter acquire.

"Event of Default" shall have the meanings stated in Section 7.1 hereof. An Event of Default shall "exist" if an Event of Default shall have occurred and be continuing.

"Financing Documents" means (1) the Notes, (2) the Indenture, (3) the Credit Agreement, (4) the Letter of Credit, and (5) this Mortgage.

"Improvements" means all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Estate, including, but not limited to, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to the Issuer Facilities or said buildings, structures or improvements,

"Indenture" means that certain Trust Indenture dated as of December 1, 2003, between the Issuer and the Trustee.

"Issuer" means Riverchase Office Road, L.L.C., an Alabama limited liability company, and its successors and assigns.

"Issuer Facilities" means those certain professional office buildings owned and operated by the Issuer at 1121 Riverchase Office Road, Hoover, Shelby County, Alabama, and 2189 Parkway Lake Drive, Hoover, Alabama, together with all related real and personal property.

"Leases" shall have the meaning stated in the fifth Granting Clause of Article 2.

"Letter of Credit" means the letter of credit with respect to the to be issued by the Credit Obligor in favor of the Trustee pursuant to the Agreement.

"Mortgage" means this instrument.

"Notes" means the \$3,460,000 aggregate principal amount of Taxable Variable Rate Demand Notes issued by the Issuer pursuant to the Indenture.

"Obligations" means:

(1) all letter of credit commissions, fees, charges and costs becoming due and payable under the Credit Agreement in accordance with the terms thereof;

(2) all amounts becoming due and payable under the Credit Agreement in accordance with the terms thereof as reimbursement of sums paid by the Credit Obligor under the Letter of Credit;

(3) all interest on late payments becoming due and payable under the Credit Agreement in accordance with the terms thereof;

(4) all amounts becoming due and payable under the Credit Agreement in accordance with the terms thereof upon the occurrence and continuance of an Event of Default, as therein defined, under the Credit Agreement;

(5) all amounts payable by the Issuer under the Credit Agreement as reimbursement of increased cost to the Credit Obligor caused by changes in laws or regulations or in the interpretation thereof;

(6) all other amounts payable by the Issuer under the Credit Agreement;

(7) all amounts payable by the Issuer under the terms of this Mortgage (including but not limited to reimbursement for advancements made by the Credit Obligor under this Mortgage) and any other security agreements, pledge agreements or other documents now or hereafter evidencing or securing the Issuer's performance of its obligations under the Credit Agreement; and

(8) all renewals and extensions of any or all the obligations of the Issuer described in paragraphs (1) through (7) above (including without limitation any renewal or extension of, and any substitute for, the Letter of Credit), whether or not any renewal or extension agreement is executed in connection therewith.

"Permits" means all licenses, permits and certificates used or useful in connection with the ownership, operation, use or occupancy of the Real Estate or the Issuer Facilities, including, without limitation, business licenses, all such other permits, licenses and rights, obtained from any governmental, quasi-governmental or private person or entity whatsoever concerning ownership, operation, use or occupancy.

"Permitted Encumbrances" means restrictions, exceptions, reservations, conditions, limitations, interests and other matters that are identified in Exhibit B to this Mortgage.

"Personal Property and Fixtures" means the Equipment and all other personal property and fixtures constituting part of the Collateral.

"Proceeds" means all proceeds (including proceeds of insurance and condemnation) from the sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the Collateral.

"Real Estate" shall have the meaning stated in the first Granting Clause of Article 2.

"Rents" shall have the meaning stated in the fifth Granting Clause of Article 2.

"Special Funds" shall have the meaning stated in the fourth Granting Clause of Article 2.

"Trustee" means First Commercial Bank, an Alabama banking corporation with its principal corporate trust office in Birmingham, Alabama, in its capacity as trustee under the Indenture, and its successors and assigns.

Section 1.2 **Effect of Headings and Table of Contents.** The article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.3 **Date of Mortgage.** The date of this Mortgage is intended as and for a date for the convenient identification of this Mortgage and is not intended to indicate that this Mortgage was executed and delivered on said date.

Section 1.4 **Separability Clause.** If any provision in this Mortgage shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.5 **Governing Law.** This Mortgage shall be construed in accordance with and governed by the laws of the State of Alabama.

Section 1.6 **Counterparts.** This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

ARTICLE II

GRANTING CLAUSES

The Issuer has bargained and sold and does hereby grant, bargain, sell and convey to the Credit Obligor, its successors and assigns, the property and interests in property described in the following Granting Clauses whether now owned or hereafter acquired, including replacements, additions, accessions, substitutions and products thereof, and has granted and does hereby grant to the Credit Obligor a security interest in said property and interests in property:

I.

Real Property

The real property and interests therein described in Exhibit A attached hereto, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein (herein referred to as the "Real Estate").

II.

Improvements and Equipment

The Improvements and Equipment, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Estate and a part of the Real Estate as between the parties hereto and all persons claiming by, through, or under them, and which shall be deemed to be a portion of the security for the Obligations herein described to be secured by this Mortgage.

III.

Condemnation Awards and Insurance Proceeds

All awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Issuer with respect to the Collateral as a result of the exercise of the right of eminent domain, any damage to or destruction of the Collateral or any part thereof, or any other injury to or decrease in the value of the Collateral and all right, title and interest of the Issuer

in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of the Collateral.

IV.

Special Funds

The Issuer's right, title and interest in and to money and investments from time to time on deposit in, or forming a part of, the funds and accounts established under the Indenture (herein referred to as the "Special Funds"), subject to the prior lien of the Indenture with respect to the Special Funds and the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

V.

Leases and Rents

(a) All written or oral leases or other agreements for the use or occupancy of all or any portion of the Collateral with respect to which the Issuer is the lessor and any and all extensions and renewals thereof, now or hereafter existing (collectively, the "Leases");

(b) Any and all guaranties of performance by lessees under the Leases;

(c) The immediate and continuing right to collect and receive all the rents, income, receipts, revenues, issues and profits now due or that may hereafter become due or to which the Issuer may now be or may hereafter (including during the period of redemption, if any) become entitled to demand or claim, arising or issuing from or out of the Leases or from or out of the Collateral, 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, liquidated damages upon 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 untenability caused by destruction or damage to the Collateral, together with any and all rights and claims of any kind that the Issuer may have against any such lessee under the leases or against any sublessees or occupants of the Collateral, all such moneys, rights and claims described in this subparagraph (c) being hereinafter referred to as the "Rents"; provided, however, that so long as no Event of Default has occurred under this Mortgage, the Issuer shall have the right under a license granted hereby (but limited as provided in Section 8.7 below) to collect, receive and retain the Rents (but not prior to accrual thereof); and

(d) Any award, dividend or other payment made hereafter to the Issuer in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceeding in any state or federal court and any and all payments made by lessees in

lieu of rent, the Issuer hereby appointing the Credit Obligor as the Issuer's irrevocable attorney-in-fact to appear in any action and collect any such award, dividend or other payment.

VI.

Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Credit Obligor as and for additional security hereunder by the Issuer, the Issuer, or by anyone in the behalf of, or with the written consent of, the Issuer.

All of the property described in the foregoing Granting Clauses I through VI, both inclusive, is herein sometimes together referred to as the "Collateral."

TO HAVE AND TO HOLD the Collateral, together with all the rights, privileges and appurtenances thereof, to the use and benefit of the Credit Obligor, its successors and assigns, forever.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

To induce the Credit Obligor to enter into the Credit Agreement and to issue the Letter of Credit, the Issuer represents and warrants that:

(1) Valid Title, etc. The Issuer is lawfully seized of an indefeasible estate in fee simple in and to, and good title to, the Real Estate; the Issuer has a good right to sell and convey, and grant a security interest in the Collateral; the Collateral is subject to no liens, encumbrances or security interests other than Permitted Encumbrances; and the Issuer will forever warrant and defend the title to the Collateral unto the Credit Obligor against the claims of all persons whomsoever, except those claiming under Permitted Encumbrances. It is expressly understood and agreed that, with respect to the Special Funds only, the lien and security interest created by this Mortgage is junior and subordinate to the lien and security interest created by the Indenture.

(2) Maintenance of Lien Priority. The Issuer shall take all steps necessary to preserve and protect the validity and priority of the lien of and security interests in the Collateral created hereby. The Issuer shall execute, acknowledge and deliver such additional instruments as the Credit Obligor may deem reasonably necessary in order to preserve, protect, continue, extend or maintain the lien and security interest created hereby as a lien and security interest in the Collateral subject only to Permitted Encumbrances, except as otherwise permitted under the terms of this Mortgage. All reasonable costs and expenses incurred in connection with the protection, preservation,

continuation, extension or maintaining of the lien and security interests hereby created shall be paid by the Issuer.

(3) Environmental Matters. The representations and warranties made by the Issuer in the Credit Agreement with respect to environmental matters are true and correct.

ARTICLE IV

COVENANTS OF THE ISSUER

Section 4.1 Payment of Taxes and Other Assessments.

(a) 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 debts secured by mortgages or the manner of collecting taxes so as to adversely affect the Credit Obligor, the Issuer will promptly pay any such tax, provided such shall not apply to income taxes of the Credit Obligor; if the Issuer fails to make such prompt payment or if any such law, order, rule, or regulation prohibits the Issuer from making such payment or would penalize the Credit Obligor if the Issuer makes such payment and not allow the Issuer to bear the full financial burden of such payment, then the Credit Obligor may, at its option, declare the existence of an Event of Default under this Mortgage.

(b) The Issuer will pay, before the same become delinquent, all taxes, liens, assessments and charges of every character already levied or assessed or that may hereafter be levied or assessed upon or against the Collateral, and the Issuer will pay all utility charges, whether public or private; and upon demand therefor, the Issuer will furnish the Credit Obligor receipted bills evidencing such payment.

(c) The Issuer shall have the right after prior notice to the Credit Obligor, to contest by appropriate legal proceedings diligently conducted in good faith, without cost or expense to the Credit Obligor, the amount, validity or application of any taxes, liens and other assessments of the nature referred to in Section 4.1(a) and (b) hereof, subject to the following:

(i) If by the terms of any such law, rule, regulation or requirement, compliance therewith, pending the prosecution of any such proceedings, can be legally delayed without the incurrence of any lien or charge of any kind against the Collateral, the Issuer may delay compliance therewith until the final determination of such proceedings; and

(ii) If any lien or charge against the Collateral shall be incurred by reason of any such delay, the Issuer nevertheless may contest as aforesaid and delay as

aforesaid, provided the Issuer first furnishes the Credit Obligor security, satisfactory to the Credit Obligor, against any loss or injury by reason of such contest or delay and, second, prosecutes the contest with due diligence.

Section 4.2 **Insurance.** At all times while the Issuer is indebted to Lender, the Issuer shall maintain the following insurance:

(a) General liability insurance in amounts satisfactory to Credit Obligor. All such liability insurance shall name the Credit Obligor as an additional insured;

(b) "All-risk" coverage on the Improvements and Equipment in an amount not less than the replacement cost thereof, insuring against such potential causes of loss as shall be required by the Credit Obligor, including but not limited to loss or damage from wind, fire, ice, subsidence and, if requested by the Credit Obligor, earthquake; and

(c) Workers' compensation insurance as required by the laws of the State of Alabama.

The policy described in (b) shall name the Credit Obligor as mortgagee and loss payee under a standard non-contributory mortgagee and lender loss payable clause, and shall provide that the Credit Obligor shall receive not less than thirty (30) days written notice prior to cancellation. The proceeds of the policy described in (b) shall be payable by check payable to the Credit Obligor or jointly payable to the Issuer and to the Credit Obligor, delivered to the Credit Obligor, and such proceeds shall be applied by the Credit Obligor, at its sole option, either (i) to the full or partial payment or prepayment of the Obligations, or (ii) to the repair and/or restoration of the Improvements and Equipment damaged.

Notwithstanding the foregoing, the Credit Obligor agrees that the Credit Obligor shall make the net proceeds of insurance or condemnation awards (after payment of the Credit Obligor's reasonable costs and expenses) available to the Issuer for the Issuer's repair, restoration and replacement of the Improvements and Equipment damaged or taken on the following terms and subject to the Issuer's satisfaction of the following conditions:

(a) At the time of such loss or damage and at all times thereafter while the Credit Obligor is holding any portion of such proceeds, there shall exist no Event of Default, or event, which with the giving of notice or lapse of time or both would constitute an Event of Default;

(b) The Improvements and Equipment for which loss or damage has resulted shall be capable of being restored to its pre-existing condition and utility in all material respects with a value equal to or greater than prior to such loss or damage

without the need of a zoning variance and shall be capable of being completed prior to the expiration date of the Letter of Credit;

(c) Within thirty (30) days from the date of such loss or damage the Issuer shall have given the Credit Obligor a written notice electing to have the proceeds applied for such purpose,

(d) Within sixty (60) days following the date of notice under the preceding subparagraph (c) and prior to any proceeds being disbursed to the Issuer, the Issuer shall have provided to the Credit Obligor all of the following:

(i) complete plans and specifications for restoration, repair and replacement of the Improvements and Equipment damaged or taken to the condition, utility and value required by (b) above,

(ii) if loss or damage exceeds \$50,000, fixed-price or guaranteed maximum cost bonded construction contracts for completion of the repair and restoration work in accordance with such plans and specifications,

(iii) builder's risk insurance for the full cost of construction with the Credit Obligor named under a standard mortgagee loss-payable clause,

(iv) such additional funds as in the Credit Obligor's reasonable opinion are necessary to complete the repair, restoration and replacement, and

(v) copies of all permits and licenses necessary to complete the work in accordance with the plans and specifications;

(e) The Credit Obligor may, at the Issuer's expense, retain an independent inspector acceptable to the Issuer to review and approve plans and specifications and completed construction and to approve all requests for disbursement, which approvals shall be conditions precedent to release of proceeds as work progresses;

(f) No portion of such proceeds shall be made available by the Credit Obligor for architectural reviews or for any other purposes which are not directly attributable to the cost of repairing, restoring or replacing the Improvements and Equipment for which a loss or damage has occurred unless the same are covered by such insurance;

(g) The Issuer shall commence such work within one hundred twenty (120) days of such loss or damage and shall diligently pursue such work to completion;

(h) Each disbursement by the Credit Obligor of such proceeds and deposits shall be funded subject to conditions and in accordance with disbursement procedures which a commercial construction lender would typically establish in the exercise of sound banking practices and shall be made only upon receipt of disbursement requests on an AIA G702/703 form (or similar form approved by the Credit Obligor) signed and certified by the Issuer and its architect and general contractor with appropriate invoices and lien waivers as required by the Credit Obligor;

(i) The Credit Obligor shall have a first lien and security interest in all building materials and completed repair and restoration work and in all fixtures and equipment acquired with such proceeds, and the Issuer shall execute and deliver such mortgages, deeds of trust, security agreements, financing statements and other instruments as the Credit Obligor shall request to create, evidence, or perfect such lien and security interest; and

(j) In the event and to the extent such proceeds are not required or used for the repair, restoration and replacement of the Improvements and Equipment for which a loss or damage has occurred, or in the event the Issuer fails to timely make such election or having made such election fails to timely comply with the terms and conditions set forth herein, the Credit Obligor shall be entitled without notice to or consent from the Issuer to apply such proceeds, or the balance thereof, at the Credit Obligor's option either (i) to the full or partial payment or prepayment of the Obligations in the manner aforesaid, or (ii) to the repair, restoration and/or replacement of all or any part of such Improvements and Equipment for which a loss or damage has occurred.

The Issuer appoints the Credit Obligor as the Issuer's attorney-in-fact to cause the issuance of or an endorsement of any policy to bring the Issuer into compliance herewith and, at the Credit Obligor's sole option, to make any claim for, receive payment for, and execute and endorse any documents, checks or other instruments in payment for loss, theft, or damage covered under any such insurance policy; however, in no event will the Credit Obligor be liable for failure to collect any amounts payable under any insurance policy.

Section 4.3 Condemnation. If all or any part of the Collateral shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, other than a taking of a part of the Collateral which does not in the Credit Obligor's

opinion adversely affect access to or use of the Collateral or operation of the Issuer Facilities, the Credit Obligor may declare an Event of Default hereunder.

The Issuer, immediately upon obtaining knowledge of any institution, or any proposed, contemplated or threatened institution of any action or proceeding for the taking through condemnation of the Collateral or any part thereof, will notify the Credit Obligor, and the Credit Obligor is hereby authorized, at its option, to commence, appear in and prosecute, through counsel selected by the Credit Obligor, in its own or in the Issuer's name, any action or proceeding relating to any condemnation. The Issuer may compromise or settle any claim for compensation so long as no Event of Default exists and any compromise or settlement results in a payment to the Credit Obligor not less than the entire Obligations. If an Event of Default exists, the Credit Obligor shall have the sole and exclusive right to compromise or settle any claim for compensation. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Issuer to the Credit Obligor, and the Credit Obligor is authorized, at its option, to collect and receive all such compensation, awards or damages and to give proper receipts and acquittances therefor without any obligation to question the amount of any such compensation, awards or damages. After deducting from said condemnation proceeds all of its reasonable expenses incurred in the collection and administration of such sums, including reasonable attorney's fees, the Credit Obligor may release any moneys so received by it for the repair or restoration of the Collateral taken, or may apply the same in such manner as the Credit Obligor shall determine to reduce the Obligations in such order as the Credit Obligor may elect, whether or not then due, and without affecting this Mortgage as security for any remaining Obligations, and any balance of such moneys shall be paid to the Issuer.

Section 4.4 Waste, Demolition, Alteration or Replacement. The Issuer will cause the Collateral and every part thereof to be maintained, preserved and kept in safe and good repair, working order and condition, will not commit or permit waste thereon, will not remove, demolish or materially alter the design or structural character of any Improvements without the express prior written consent of the Credit Obligor, will comply with all laws and regulations of any governmental authority with reference to the Collateral and the manner and use of the same, and will from time to time make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be preserved and maintained. The Issuer agrees not to remove any of the fixtures or personal property included in the Collateral unless (i) the same is immediately replaced with like property of at least equal value and utility and (ii) if the book value of the fixtures or personal property to be removed, when added to the book value of all other fixtures or personal property removed in the same calendar year, exceeds \$10,000, the Issuer shall obtain the prior written consent of the Credit Obligor.

Section 4.5 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by the Credit Obligor, the Issuer will make, execute and deliver or cause to be made, executed and delivered, to the Credit Obligor, any and all other further instruments, certificates and other documents as may, in the reasonable opinion of the Credit Obligor, be

necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve the Obligations and the lien and security interest of this Mortgage. Upon any failure by the Issuer so to do, the Credit Obligor may make, execute and record any and all such instruments, certificates and documents for and in the name of the Issuer and the Issuer hereby irrevocably appoints the Credit Obligor the agent and, attorney in fact of the Issuer so to do, which power of attorney is coupled with an interest and irrevocable. The lien hereof shall attach automatically without any further act or deed required of the Issuer or the Credit Obligor to all after-acquired property of the kind described herein attached to or used in connection with the operation of the Collateral or any part thereof.

Section 4.6 Covenants Regarding Leases and Rents. The Issuer covenants and agrees that:

(1) It will observe, perform and discharge all obligations, covenants and warranties provided for under the terms of the Leases to be kept, observed and performed by it, and give prompt notice to the Credit Obligor if it fails to observe, perform and discharge same,

(2) Except to the extent consistent with its past practices and its charitable purpose, it will enforce or secure the performance of each and every obligation, term, covenant, condition and agreement to be performed by any lessee or sublessee under the terms of the Leases.

(3) It will 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 Issuer and any lessee or sublessee thereunder, and, upon request by the Credit Obligor to do so in the name and on behalf of the Credit Obligor but at the expense of the Issuer, and pay all costs and expenses of the Credit Obligor, including reasonable attorneys' fees, in any action or proceeding in which the Credit Obligor may appear.

(4) It will not receive or collect any Rents from any present or future lessee or sublessee for a period of more than one (1) month in advance or pledge, transfer, mortgage or otherwise encumber or assign future payments of the Rents.

(5) Except to the extent consistent with its past practices and its religious or charitable purposes, it will not waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any lessee or sublessee of and from any obligations, covenants, conditions and agreements by said lessee or sublessee 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.

(6) It will pay over to the Credit Obligor immediately upon receipt any and all sums received by the Issuer as creditor with respect to an assignment for the benefit of creditors in bankruptcy, reorganization, arrangement, insolvency, dissolution or receivership proceedings, or as payment, premium or other consideration in connection with the cancellation or modification of any Lease, whereupon the Credit Obligor shall apply any funds so received to the payment of the obligations in such priority and amounts as the Credit Obligor shall elect.

Section 4.7 Compliance by the Issuer with Terms of Other Financing Documents. The Issuer shall comply, fully and faithfully, with all of its respective obligations under the Financing Documents. If the Issuer fails or refuses to do so, the Credit Obligor may, but shall not be required to, perform any and all of such obligations of the Issuer under the Financing Documents, including but not limited to the payment of any or all sums due from the Issuer thereunder. Any sums so paid by the Credit Obligor shall constitute part of the Obligations and shall be secured hereby.

Section 4.8 The Issuer shall at all times maintain a Debt Service Coverage Ratio of not less than 1.30 to 1.0. "Debt Service Coverage Ratio" means a ratio in which the first number is the sum of pre-tax income from normal operations of the Project, calculated based upon the preceding twelve (12) months, plus interest expense and non-cash expenses or allowances for depreciation and amortization of the Project for said period and the second number in the sum of all principal, interest and other amounts incurred pursuant to the Credit Agreement for said period.

ARTICLE V

TRANSFER OF, OR LIENS ON, COLLATERAL

Section 5.1 Prohibition Against Transfers and Liens. The Issuer covenants and agrees that it will not, without the express prior written consent of the Credit Obligor, sell, transfer, convey or otherwise dispose of, or create, or permit or suffer to exist, any lien, security interest or other encumbrance (other than Permitted Encumbrances) on, all or any part of the Collateral (including but not limited to any leases and rents) or any interests therein, it being expressly understood and agreed that a violation by the Issuer of the provisions of this Article 5 shall constitute an Event of Default under this Mortgage. Any sale, transfer, conveyance, other disposition or act of creating, permitting or suffering to exist any lien, security interest or other encumbrance in violation of this Article 5 shall be null, void and of no effect.

ARTICLE VI

DEFEASANCE

If (i) the Issuer shall pay in full and discharge all the Obligations; and (ii) the Issuer shall then have kept and performed each and every obligation, covenant, duty, condition and agreement herein or in the other Financing Documents imposed on or agreed to by it; and (iii) the Letter of Credit shall then be terminated; then this Mortgage and the grants and conveyances contained herein shall become null and void, and the Collateral shall revert to the Issuer, and the entire estate, right, title and interest of the Credit Obligor shall thereupon cease; and the Credit Obligor shall, upon the request of the Issuer and at the Issuer's cost and expense, deliver to the Issuer proper instruments acknowledging satisfaction of this instrument and terminating all financing statements filed in connection herewith; otherwise, this Mortgage shall remain in full force and effect. Notwithstanding anything to the contrary contained in this Article 6 or elsewhere in this Mortgage, it is expressly understood and agreed that, although there may be from time to time occasions when no Obligations shall be outstanding, this Mortgage and the lien thereof and security interests created thereby shall nevertheless remain in full force and effect, and none of the estate, right, title and interest of the Credit Obligor passing by this Mortgage shall divest nor shall the Collateral revert to the Issuer, so long as any one or more or all of the following circumstances exist:

- (1) the Credit Obligor has any obligation to issue the Letter of Credit; or
- (2) the Letter of Credit has been issued and is outstanding; or
- (3) any Obligations are outstanding or the Obligations have been outstanding at any point during the previous 90-day period or any payment of the Obligations is subject to being set aside under any provision of the United States Bankruptcy Code or any statute or law governing payments to creditors.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.1 Events of Default. Any one or more of the following shall constitute an event of default (an "Event of Default") under this Mortgage (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) an occurrence of an Event of Default, as therein defined, under the Credit Agreement; or

(2) default in the performance, or material breach, of any covenant, condition, or agreement on the part of the Issuer contained in Sections 4.1, 4.2, 4.6, 4.7 or 5.1 hereof; or

(3) default in the performance, or material breach, of any covenant or warranty of the Issuer in this Mortgage (other than a covenant or warranty, a default in the performance or material breach of which is elsewhere in this Section specifically dealt with), and the continuance of such default or material breach for a period of 30 days after there has been given to the Issuer by the Credit Obligor a written notice specifying such default or breach.

Notwithstanding anything in this Section, all requirements of notice shall be deemed eliminated if Credit Obligor is prevented from giving such notice by bankruptcy or other applicable law. The cure period, if any, shall then run from the occurrence of the event or condition of default rather than from the date of notice.

ARTICLE VIII

RIGHTS OF CREDIT OBLIGOR UPON DEFAULT

Section 8.1 Acceleration of Indebtedness, etc. If an Event of Default exists, the Credit Obligor may notify the Trustee that an Event of Default, as therein defined, under the Credit Agreement has occurred and is continuing (it being understood that the occurrence of an Event of Default hereunder shall constitute an Event of Default under the Credit Agreement) and may, by notice to the Issuer, effective upon dispatch, declare all of the Obligations, including but not limited to the obligation of the Issuer to reimburse the Credit Obligor under the Credit Agreement, to be forthwith due and payable, whereupon all the Obligations shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Issuer, and the Credit Obligor may immediately enforce payment of all such amounts and exercise any or all of its rights and remedies under this Mortgage and the Credit Agreement.

Section 8.2 Operation of Collateral by Credit Obligor.

(a) If an Event of Default shall have occurred, the Issuer, upon demand of the Credit Obligor, shall forthwith surrender to the Credit Obligor the actual possession of the Collateral and, to the extent permitted by law, the Credit Obligor may enter and take possession of the Collateral and may exclude the Issuer and the Issuer's agents and employees wholly therefrom.

(b) Upon every such entering and taking of possession, the Credit Obligor may hold store, use, operate, manage, control, and maintain the Collateral and conduct the business thereof, and, from time to time (i) make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements thereto and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Collateral insured; (iii) manage and operate the Collateral and exercise all the rights and powers of the Issuer, in its name or otherwise, with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to the Credit Obligor, all as the Credit Obligor may from time to time determine to be to its best advantage; and the Credit Obligor may collect and receive all of the income, rents, profits, issues and revenues of the Collateral, including those past due as well as those accruing thereafter and, after deducting (aa) all expenses of taking, holding, managing and operating the Collateral (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases, and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other charges as the Credit Obligor may determine to pay, (ee) other proper charges upon the Collateral or any part thereof and (ff) the reasonable compensation and expenses of attorneys and agents of the Credit Obligor, the Credit Obligor shall apply the remainder of the money so received to the Obligations.

(c) For the purpose of carrying out the provisions of this Section 8.2, the Issuer hereby constitutes and appoints the Credit Obligor the true and lawful attorney in fact of the Issuer, which power of attorney is coupled with an interest and irrevocable, to do and perform, from time to time, any and all actions reasonably necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney in fact on the Collateral.

Section 8.3 Appointment of a Receiver. (a) If an Event of Default shall have occurred, the Credit Obligor, upon application to a court of competent jurisdiction, shall be entitled, without regard to the adequacy of any security for the Obligations hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Collateral and to collect the rents, profits, issues and revenues thereof.

(b) The Issuer will pay to the Credit Obligor upon demand all reasonable expenses, including receivers' fees, reasonable attorneys' fees, reasonable accountants' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Section 8.3; and all such expenses shall be secured by this Mortgage.

Section 8.4 Power of Sale. If an Event of Default shall have occurred hereunder, including, without limitation, a failure to pay the Obligations in full as and when the same shall become due whether by acceleration or otherwise, and such Event of Default shall not have been cured prior to the expiration of any cure period expressly provided for herein, the Credit Obligor, at its option, may sell the Collateral or any part of the Collateral at public sale or sales before the door of the courthouse of the county in which the Collateral or any part of the Collateral is situated, to the highest bidder for cash, in order to pay the Obligations and all expenses of the sale and of all proceedings in connection therewith, including reasonable attorneys' fees and reasonable accountants' fees, after advertising the time, place and terms of sale once a week for three (3) consecutive weeks immediately preceding such sale (but without regard to the number of days) in a newspaper in the county in which the property to be sold is located. The Credit Obligor may bid and purchase at such sale. At any sale, any part or all of the Collateral, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, the Issuer hereby waiving the application of any doctrine of marshalling or like proceeding. If the Credit Obligor, in the exercise of the power of sale herein given, elects to sell the Collateral in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Collateral not previously sold shall have been sold or all the Obligations shall have been paid in full. The Issuer hereby waives any equitable rights otherwise available to it with respect to marshalling of assets hereunder.

Section 8.5 Personal Property and Fixtures; Accounts.

(a) The Credit Obligor shall have and may exercise with respect to any or all of the Personal Property and Fixtures all rights, remedies and powers of a secured party under the Alabama Uniform Commercial Code with reference to the Personal Property and Fixtures or any other items in which a security interest has been granted herein, including without limitation the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Personal Property and Fixtures and any part or parts thereof in any manner, to the fullest extent authorized or permitted under the Alabama Uniform Commercial Code after default hereunder, without regard to preservation of the Personal Property and Fixtures or its value and without the necessity of a court order. The Credit Obligor shall have, among other rights, the right to take possession of the Personal Property and Fixtures and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by the Credit Obligor, at its option and in its sole discretion, to repair, restore or otherwise prepare the Personal Property and Fixtures for sale or lease or other use or disposition. To the extent permitted by law, the Issuer expressly waives any notice of sale or any other disposition of the Personal Property and Fixtures and any rights or remedies of the Credit Obligor with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Personal Property and Fixtures or to the exercise of any other right or remedy of the Credit Obligor existing after default. To the extent that such notice is

required and cannot be waived, the Issuer agrees that if such notice is given to the Issuer in accordance with the provisions of Section 9.8 below, at least five (5) days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

(b) The Issuer agrees that the Credit Obligor may sell or dispose of the Personal Property and Fixtures in accordance with the rights and remedies granted under this Mortgage with respect to the real property covered hereby. The Issuer hereby grants to the Credit Obligor the right, at its option after default by the Issuer, to transfer at any time to itself or its nominee the Personal Property and Fixtures or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as additional Collateral or to apply it on the Obligations in such order and manner as the Credit Obligor may elect. The Issuer covenants and agrees that all recitals in any instrument transferring, assigning, leasing or making other disposition of the Personal Property and Fixtures or any part thereof shall be full proof of the matters stated therein, and no other proof shall be required to establish the legal propriety of the sale or other action taken by the Credit Obligor and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

(c) If an Event of Default shall exist, the Credit Obligor may require that the Issuer cause all of its Accounts related exclusively to the Collateral to be paid to one or more deposit accounts with the Credit Obligor, or at the Credit Obligor's option, with another financial institution approved by the Credit Obligor. The Issuer assigns and grants to the Credit Obligor a security interest in, pledge of and right of setoff against all moneys from time to time held in such deposit accounts. The Issuer agrees to promptly notify all of its account debtors to make payments to one or more such deposit accounts upon the Credit Obligor's request and as designated by the Credit Obligor, and the Issuer agrees to provide any necessary endorsements to checks, drafts and other forms of payment so that such payments will be properly deposited in such accounts. The Credit Obligor may cause moneys to be withdrawn from such deposit accounts and applied to the Obligations in such order as the Credit Obligor may elect, whether or not then due. The Issuer appoints the Credit Obligor as the Issuer's attorney-in-fact, which appointment is coupled with an interest and is irrevocable, to provide any notice, endorse any check, draft or other payment for deposit, or take any other action which the Issuer agrees to take in this Section. To the extent the Issuer receives any payment directly from such account debtors the Issuer will receive such funds in trust for the Credit Obligor and will immediately deliver the same to the Credit Obligor or the Credit Obligor's designee, together with any necessary endorsement to checks, drafts and other forms of payment so that such payment will be properly deposited in such account.

Section 8.6 Conveyance After Sale. At any such sale, the Credit Obligor may execute and deliver to the purchaser a conveyance of the Collateral, or any part of the Collateral, or any personal property or fixtures included in or located on the Collateral, in fee simple, which conveyance may contain recitals as to the happening of a default hereunder, and to this end the Issuer hereby constitutes and appoints the Credit Obligor their agent and attorney in fact to make such sale and, conveyance, and thereby to divest the Issuer of all right, title or equity in and to the Collateral

and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney in fact are hereby ratified and confirmed and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding on the Issuer. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by dissolution or otherwise, are granted as cumulative of the other remedies provided by law for collection of the Obligations and shall not be exhausted by one exercise thereof but may be exercised until full payment of the Obligations.

Section 8.7 Rents and Leases.

(a) If an Event of Default exists, the Credit Obligor, 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 Rents and Leases:

(1) to terminate the license granted to the Issuer in Article 2 hereof to collect the Rents, and, without taking possession, in the Credit Obligor'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 attorney's fees, to apply the net proceeds thereof to the Obligations in such order and amounts as the Credit Obligor may choose (or hold the same in a reserve as security for the Obligations);

(2) 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 Collateral or any part thereof for the account of the Issuer, make, modify, enforce, cancel or accept surrender of any Lease, remove and evict any lessee, increase or reduce rents, decorate, clean and make repairs, and otherwise do any act or incur any cost or expenses the Credit Obligor shall deem proper to protect the security hereof, as fully and to the same extent as the Issuer could do if in possession, and in such event to apply any funds so collected to the operation and management of the Collateral (including payment of reasonable management, brokerage and attorney's fees) and payment of the Obligations in such order and amounts as the Credit Obligor may choose (or hold the same in reserve as security for the Obligations);

(3) to take whatever legal proceedings may appear reasonably necessary or desirable to enforce any obligation or covenant or agreement of the Issuer under this Mortgage.

(b) The collection of the Rents and application thereof (or holding thereof in reserve) as aforesaid or the entry upon and taking possession of the Collateral 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 Credit Obligor,

once exercised, shall continue for so long as the Credit Obligor shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured the original default. If the Credit Obligor 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.

Section 8.8 Application of Proceeds. All payments then held or thereafter received by the Credit Obligor as proceeds of the Collateral, as well as any and all amounts realized by the Credit Obligor in connection with the enforcement of any right or remedy under or with respect to this Mortgage, shall be applied by the Credit Obligor as follows:

(1) to reimburse the Credit Obligor for any payments made by the Credit Obligor under the Letter of Credit, to accrued but unpaid commissions, fees, costs and charges under the Credit Agreement, and to the payment of all costs and expenses of any kind then or thereafter at any time reasonably incurred by the Credit Obligor in exercising its rights under this Mortgage and under the Credit Agreement or otherwise reasonably incurred by the Credit Obligor in collecting or enforcing payment of the Obligations, as well as to the payment of any other amount then or thereafter at any time owing by the Issuer to the Credit Obligor under the Credit Agreement or under this Mortgage, all in such priority as among such principal, interest, costs, fees, expenses and other amounts as the Credit Obligor shall elect;

(2) any balance remaining after payment in full of all amounts referred to in paragraph (1) above shall be applied by the Credit Obligor to any other Obligations then owing by the Issuer to the Credit Obligor under any of the Financing Documents;

(3) any balance remaining after payment in full of all amounts referred to in paragraphs (1) and (2) above shall be held by the Credit Obligor as a cash collateral reserve against the making of any payment under the Letter of Credit (if then outstanding); and

(4) any balance remaining after payment in full of all amounts referred to in paragraphs (1), (2), and (3) above shall be paid by the Credit Obligor to the Issuer or to whomever else may then be legally entitled thereto.

Section 8.9 Multiple Sales. The Credit Obligor shall have the option to proceed with the sale of Collateral as provided for in this Mortgage, but without declaring all of the Obligations due. Any such sale may be made subject to the unmatured part of the Obligations, and such sale, if so made, shall not in any manner affect the unmatured part of the Obligations, but as to such unmatured part of the Obligations this Mortgage shall remain in full force and effect as though no sale had been made under the provisions of this Section. Several sales may be made under the provisions of this

Section without exhausting the right of sale for any remaining part of the Obligations whether then matured or unmatured, the purpose hereof being to provide for a sale of the Collateral for any matured part of the Obligations without exhausting any power to sell the Collateral for any other part of the Obligations, whether matured at the time or subsequently maturing.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 **Waiver, Election, etc.** No right, power or remedy conferred upon or reserved to the Credit Obligor by this Mortgage, or by any other document or instrument evidencing or securing the Obligations, is intended to be exclusive of any other such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, under such other document or instrument or now or hereafter existing at law or in equity or by statute. The exercise by the Credit Obligor of any such right, power and remedy shall not operate as an election of remedies by the Credit Obligor and shall not preclude the exercise by the Credit Obligor of any or all other such rights, powers or remedies. No amendment, modification, termination or waiver of any provisions of this Mortgage or the Credit Agreement, nor consent to any departure by the Issuer therefrom, shall be effective unless the same shall be in writing and signed by any person having the office of Vice President or higher of the Credit Obligor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Issuer in any case shall entitle the Issuer to any other or further notice or demand in similar or other circumstances.

Section 9.2 **Landlord-Tenant Relationship.** Any sale of the Collateral under this Mortgage shall, without further notice, create the relationship of landlord and tenant at sufferance between the purchaser and the Issuer.

Section 9.3 **Enforceability.** If any provision of this Mortgage is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Credit Obligor to effectuate the provisions hereof.

Section 9.4 **Application of Payments.** If the lien or the security interest created by this Mortgage is invalid or unenforceable as to any part of the Obligations or is invalid or unenforceable as to any part of the Collateral, the unsecured or partially secured portion of the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the Obligations, whether voluntary or under power of sale or other enforcement action or procedures, shall be considered to have been first paid on and applied to the full payment of that portion of the Obligations that is not secured or not fully secured by the lien or security interest created hereby.

Section 9.5 Advances by Credit Obligor. If the Issuer shall fail to comply with the provisions hereof with respect to the securing of insurance, the payment of taxes, assessments and other charges, the keeping of the Collateral in repair, or any other term or covenant herein contained, the Credit Obligor may (but shall not be required to) make advances to perform the same, and where necessary enter or take Possession of the Collateral for the purpose of performing any such term or covenant. The Issuer agrees to repay all sums advanced upon demand, with interest from the date such advances are made, at the rate provided in Section 2.06 of the Credit Agreement (to the fullest extent permitted by applicable law), and all sums so advanced, with interest, shall be secured hereby.

Section 9.6 Release or Extension by Credit Obligor. The Credit Obligor, without notice, may release any part of the Collateral or any person liable for the Obligations without in any way affecting the rights of the Credit Obligor hereunder as to any part of the Collateral not expressly released and may agree with any party with an interest in the Collateral to extend the time for payment of all or any part of the Obligations or to waive the prompt and full performance of any term, condition or covenant of this Mortgage or the Credit Agreement.

Section 9.7 Partial Payments. Acceptance by the Credit Obligor of any payment of less than the amount due on the Obligations shall be deemed acceptance on account only, and the failure of the Issuer to pay the entire amount then due shall be and continue to constitute an Event of Default, and at any time thereafter and until the entire amount due on the Obligations has been paid, the Credit Obligor shall be entitled to exercise all rights conferred on it by the terms of this Mortgage in case of the existence of an Event of Default.

Section 9.8 Addresses for Notices.

(a) Any request, demand, authorization, direction, notice, consent, or other document provided or permitted by this Mortgage to be made upon, given or furnished to, or filed with, the Issuer or the Credit Obligor shall be sufficient for every purpose hereunder if in writing and (except as otherwise provided in this Mortgage) either (i) delivered personally to the party or, if such party is not an individual, to an officer, partner or other legal representative of the party to whom the same is directed, or (ii) mailed by certified mail, postage prepaid and addressed as follows:

(1) if to the Issuer, at 1121 Riverchase Office Road, Hoover, Alabama 35244; and

(2) if to the Credit Obligor, at 800 Shades Creek Parkway, Birmingham, Alabama 35209.

The Issuer and the Credit Obligor may specify a different address for the receipt of such documents by mail by giving notice of the change in address to the other parties identified in this subsection.

(b) Any such notice or other document shall be deemed to be received (i) as of the date delivered, if delivered personally in accordance with subsection (a) of this Section, or (ii) as of 3 days after the date deposited in the mail, if mailed in accordance with subsection (a) of this Section.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

RIVERCHASE OFFICE ROAD, L.L.C.

By 
Its: Managing Member

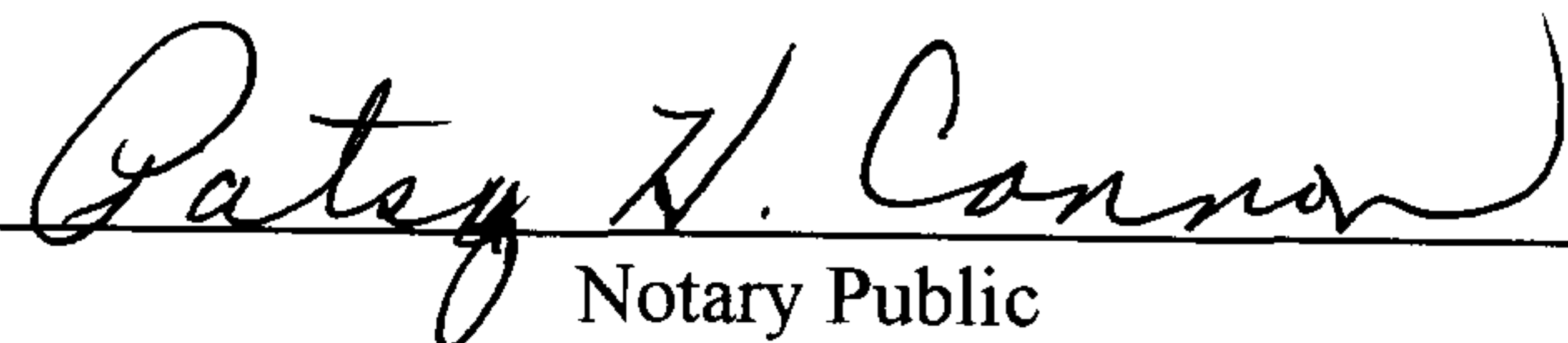
STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that DONALD W. MURPHY, JR., whose name as Managing Member of RIVERCHASE OFFICE ROAD, L.L.C., 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 9th day of January, 2004.

[NOTARIAL SEAL]


Notary Public

MY COMMISSION EXPIRES MARCH 25, 2006

My Commission Expires: _____

This instrument prepared by:
Haskins W. Jones, Esq.
Johnston Barton Proctor & Powell LLP
1901 Sixth Avenue North
2900 AmSouth/Harbert Plaza
Birmingham, Alabama 35203
(205) 458-9400

EXHIBIT A
to
MORTGAGE, ASSIGNMENT OF LEASES
AND SECURITY AGREEMENT
from
RIVERCHASE OFFICE ROAD, L.L.C.
to
FIRST COMMERCIAL BANK
dated as of December 1, 2003

The Real Estate consists of the following parcels of land located in the City of Hoover, Shelby County, Alabama:

Parcel I:

A parcel of land in the SE 1/4 of the SW 1/4 of Section 19, Township 19 South, Range 2 West, more particularly described as follows:

From the SE corner of said Section run West along the South line thereof for a distance of 3471.23 feet; thence turn an angle to the right of 90° and run North for a distance of 364.58 feet; thence turn an angle to the right of 77°37'20" and run in a Northeasterly direction for a distance of 140.00 feet; thence turn an angle to the right of 82°06'14" and run in a Southeasterly direction for a distance of 333.55 feet to the Northerly right of way line of Parkway Lake Drive; thence turn an angle to the right of 104°09'26" and run in a Westerly direction along said right of way line for a distance of 140.00 feet; thence turn an angle to the right of 75°19' and run in a Northwesterly direction of 318.56 feet to the point of beginning of the property herein described.

Parcel II:

Parcel A, according to the Survey of Riverchase Office Park, as recorded in Map Book 13, Page 123 in the Probate Office of Shelby County, Alabama.

EXHIBIT B

Permitted Encumbrances

Parcel I:

1. Taxes and assessments for the year 2004, and subsequent years, which are not yet due and payable. Tax information has been based on the present assessment roles, but is subject to any future adjustments that may be made by either the Tax Assessor or the Board of Equalization of Shelby County, Alabama.
2. Mineral and mining rights and rights incident thereto recorded in Volume 127, page 140, in the Probate Office of Shelby County, Alabama.
3. Right of Way granted to Alabama Power Company by instrument recorded in Volume 119, page 560; Volume 225, page 996; Volume 225, page 998; Volume 252, page 184 and Volume 252, page 182, in the Probate Office of Shelby County, Alabama.
4. Easement for Alabama Power Company recorded in Volume 279, page 940, in the Probate Office of Shelby County, Alabama.
5. Declaration of Protective Covenants, agreements, easements, charges and liens for Riverchase (Business), recorded in Misc. Volume 13, page 50; 1st amendment recorded in Misc. Volume 15, page 189 and 2nd amendment recorded in Misc. Volume 19, page 633 in the Probate Office of Shelby County, Alabama.
6. Restrictions, reservations, limitations and conditions recorded in Real 158, page 317, in the Probate Office of Shelby County, Alabama.

Parcel II

1. Mortgage dated July 19, 2001, executed by Borrower in favor of First Commercial Bank, filed for record July 24, 2001, recorded in Instrument 2001-30487 in the Probate Office of Shelby County, Alabama, which Mortgage is subject and subordinate to this Mortgage pursuant to that certain Subordination Agreement of even date herewith executed by First Commercial Bank and to be recorded in said Probate Office.
2. Taxes and amounts for the year 2003, and subsequent years, not yet due and payable.
3. 35 foot building line, as shown in Map Book 13, page 123, in the Probate Office of Shelby County, Alabama.
4. Mineral and mining rights and rights incident thereto recorded in Volume 127, page 140, in the Probate Office of Shelby County, Alabama.

5. Right of Way granted to Alabama Power Company by instrument recorded in Volume 119, page 560, Volume 225, page 996, Volume 225, page 998, Volume 252, page 184 and Volume 252, page 182, in the Probate Office of Shelby County, Alabama.
6. Reservations recorded in Volume 278, page 130, in the Probate Office of Shelby County, Alabama.
7. Rights of others in and to the use of the easement described in Real 164, page 797, in the Probate Office of Shelby County, Alabama.
8. Easement for Alabama Power Company recorded in Volume 279, page 940, in the Probate Office of Shelby County, Alabama.
9. Agreement with Blue Cross/Blue Shield recorded in Misc. Volume 19, page 690 and amended by Real 16, page 64, in the Probate Office of Shelby County, Alabama.
10. Declaration of Protective Covenants, agreements, easements, charges and liens for Riverchase (Business), recorded in Misc. Volume 13, page 50; 1st amendment recorded in Misc. Volume 15, page 189 and 2nd amendment recorded in Misc. Volume 19, page 633 in Probate Office of Shelby County, Alabama.
11. The following matters of survey as delineated on the survey of Carr & Associates Engineers, Inc., dated 2-8-99, as revised 10-27-99, Job No. 99.0108:
 - (a) encroachment of sanitary sewer line over lot line;
 - (b) encroachment of rip rap stone over lot line.