

SHELBY RIDGE PROPERTIES, LLC

to

COLONIAL BANK, N.A.

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Location of Premises:

Shelby County, Alabama

This instrument was prepared by and
after recording should be returned to:

Shapard D. Ashley
Capell & Howard, P.C.
P. O. Box 2069
Montgomery, AL 36102-2069

Mortgagev2 Clean (12-29-04)

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS **SHELBY RIDGE PROPERTIES, LLC**, a limited liability company organized under the laws of the State of Alabama, whose address is 100 Perry Hill Road, Montgomery, Alabama 36109 ("Mortgagor") has become justly indebted to **COLONIAL BANK, N.A.**, a national banking association, whose address is 671 South Perry Street, Montgomery, Alabama 36104 (the "Bank") pursuant to the terms of a Loan Agreement dated effective December 30, 2004 (the "Loan Agreement") among Christopher Schmidt and Patti Wallace, individually, and as Trustee of the Patti W. Turenne Revocable Trust dated December 4, 2000, (collectively, "Guarantors"), Mortgagor, Shelby Ridge Acquisition Corporation and the Bank, which Loan Agreement provides for two promissory notes of even date herewith executed by Mortgagor and Shelby Ridge Acquisition Corporation (collectively, "Borrowers") payable to the order of the Bank in the aggregate maximum principal amount of Six Million Two Hundred Ninety-seven Thousand Seven Hundred Fifty and No/100 Dollars (\$6,297,750.00) (collectively, the "Notes"), said Notes being the in the face amounts of \$6,047,750.00 (the "Project Note") and \$250,000.000 (the "Revolving Credit Note"); and,

WHEREAS, Mortgagor is entering into this Real Estate Mortgage and Security Agreement (the "Mortgage") in order to secure the following (collectively, the "Obligations"): payment of the Notes and the payment and performance of all other all obligations of Borrowers or any Guarantor to the Bank under the Loan Agreement and any and all other documents executed by Borrowers or Guarantors, or any, some or all of them, and related to the transactions contemplated in the Loan Agreement, together with all modifications, renewals and extensions thereof (collectively, the "Loan Documents").

NOW, THEREFORE, in consideration of the premises and in order to secure the payment and performance of all Obligations and any modification, renewal or extension of the same, Mortgagor does hereby grant, bargain, sell and convey unto the Bank, its successors and assigns, the following described real and personal property and interests (herein collectively called the "Premises"):

(i) The real property described on Exhibit "A" hereto, together with all buildings, structures, improvements and other facilities now or hereafter located thereon (the "Real Property"); and

(ii) All equipment, fittings and fixtures of Mortgagor affixed to the Real Property (the "Fixtures").

TOGETHER WITH all and singular the rights, members and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises and which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor including, but not limited to, all rents, profits, leases, issues and revenues of, or derived from, the Premises from time to time accruing, whether under leases now existing or hereafter created, reserving only the right to Mortgagor to collect the same so long as there is no default on the Obligations.

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

And for the purpose of further securing the payment of the Obligations, Mortgagor covenants and agrees as follows:

Mortgagor covenants that Mortgagor is lawfully seized of the Premises and has the right to grant, convey and assign the Premises, that the Premises are unencumbered except for those liens and encumbrances expressly provided for in the Loan Agreement or identified in Exhibit "B" attached hereto as one of the Permitted Exceptions (defined herein) and that Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, except the claims of parties specified in Exhibit "B" or expressly provided for in the Loan Agreement.

Mortgagor and the Bank covenant and agree as follows:

1. Payments by Mortgagor. Mortgagor shall promptly pay or perform, or cause to be paid or performed, when due: (a) all Obligations; (b) all taxes, assessments (general and special) and other charges levied on or assessed, placed or made against the Premises; (c) the claims of all persons supplying labor or materials to or in connection with the Premises; and, (d) all other claims which, if unpaid, would constitute a lien or charge upon any of the Premises.

2. Application of Payments. All payments received by the Bank pertaining to the Obligations shall be applied in accordance with the terms of the Loan Documents, provided, however, from and after the occurrence of any Default as described herein, and in consequence thereof the Bank elects to accelerate the payment of any, some or all of the Obligations, then the Bank may apply such payments to any expenses incurred by the Bank which the Bank may be entitled to recoup under any of the Loan Documents (including reasonable attorneys fees) and the balance, if any, to late charges, then to interest under the Notes in such order as the Bank determines, then to principal under the Notes in such order as the Bank determines, and lastly to any other of the Obligations that remain unpaid.

3. Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Real Property insured in an amount equal to the full replacement value thereof by carriers at all times satisfactory to the Bank against loss by fire and other hazards included within the term "extended coverage," rent loss, and such other hazards, casualties and coverage as the Bank shall require. The Bank shall be furnished with a mortgagee endorsement to each hazard insurance policy naming the Bank as loss payee, mortgagee and insured. The proceeds paid on account of any insurance coverage of the Premises shall be disbursed and applied as provided in the Loan Agreement.

4. Preservation and Maintenance of Premises. Mortgagor (a) shall not commit waste or permit impairment or deterioration of the Premises, (b) shall not abandon the Premises, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Premises to the equivalent of its original condition, or such other condition as the Bank may approve in writing, in the event of any damage, injury or loss thereto, as provided in the Loan Agreement, (d) shall keep the Premises, including improvements, Fixtures, equipment, machinery and appliances thereon in good repair and shall replace Fixtures, equipment,

machinery and appliances on the Premises when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Premises, and (f) shall give notice in writing to the Bank of and (unless otherwise directed in writing by the Bank) appear in and defend any action or proceeding purporting to affect the Premises, the security of this Mortgage or the rights or powers of the Bank. Neither Mortgagor nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Real Property or any Fixture, equipment, machinery or appliance in or on the Real Property except in compliance with the terms and conditions of the Loan Agreement, provided, however, Mortgagor reserves the right to liquidate dated or obsolete equipment, as permitted in the Loan Agreement.

5. Use of Premises. Unless required by applicable law or unless the Bank has otherwise agreed in writing, Mortgagor shall use the Premises for the purposes stated in the Loan Agreement. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Real Property without the Bank's prior written consent.

6. Protection of the Bank's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which affects the Premises or title thereto or the interest of the Bank therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt, then the Bank at the Bank's option may make such appearances, disburse such sums and take such action as the Bank deems necessary, in its sole discretion, to protect the Bank's interests, including, but not limited to: (a) a disbursement of attorney's fees, (b) entry upon the Premises to make repairs, (c) procurement of satisfactory insurance as provided in paragraph 3 hereof, or (d) payment of any taxes constituting a lien on the Premises. Any amounts disbursed by the Bank pursuant to this paragraph 6, with interest thereon, shall become part of the Obligations secured by this Mortgage, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the greater of the Default Rate (if any is established under the Loan Agreement), or the Interest Rate established under the Loan Agreement. If there is more than one Interest Rate under the Loan Agreement, then the highest Interest Rate shall apply. Nothing contained in this paragraph 6 shall require the Bank to incur any expense or take any action hereunder.

7. Inspection. The Bank may make or cause to be made entries upon, and inspections of, the Premises.

8. Books and Records. Mortgagor shall keep and maintain at all times at Mortgagor's offices located at 100 Perry Hill Road, Montgomery, Alabama 36109, or at such other place as the Bank may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the maintenance and operation of the Premises and copies of all written contracts, leases and other instruments which affect the Premises. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by the Bank.

9. Condemnation. Mortgagor shall promptly notify the Bank of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Premises, or part thereof, and Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by the Bank in writing. Mortgagor authorizes the Bank, at

the Bank's option, as attorney-in-fact for Mortgagor, or in its own right, or in both capacities, to commence, appear in and prosecute, in the Bank's or Mortgagor's name, any action or proceeding relating to any condemnation or other taking of the Premises, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking, provided that if there is no default under the Obligations, Mortgagee shall first permit Mortgagor a reasonable period of time to negotiate a settlement of such proceedings. Mortgagor shall keep Mortgagee fully apprised at all times of such negotiations. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Premises, or part thereof, or for conveyances in lieu of condemnation, shall be applied or disbursed as provided in the Loan Agreement. Unless otherwise agreed to by the Bank in writing, any application of proceeds to principal shall not extend or postpone the due date of the payment of any Obligations or change the amount of such payments. Mortgagor agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as the Bank may require.

10. Mortgagor and Lien Not Released. From time to time, the Bank may, at the Bank's option, without giving notice to or obtaining the consent of Mortgagor, Mortgagor's successors or assigns or any of the Guarantors, without liability on the Bank's part, extend the time for payment or other performance of the Obligations or any part thereof by any party subject to the same, reduce the payments thereon, release anyone liable on any of the Obligations, accept a renewal note or notes therefor, modify the terms and time of payment or other performance of the Obligations, release from the lien of this Mortgage any part of the Premises, take or release other or additional security, consent to any map or plat of the Premises, consent to the granting of any easement and join in any extension or subordination agreement. Any actions taken by the Bank pursuant to the terms of this paragraph 10 shall not, except with the Bank's written agreement, affect the liability of Borrowers or the Guarantors to pay and otherwise perform the Obligations, and shall not affect the lien or priority of lien created under this Mortgage on the Premises.

11. Forbearance by the Bank Not a Waiver. Any forbearance by the Bank in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any other right or remedy. The acceptance by the Bank of payment or other performance of any of the Obligations after the due date shall not be a waiver of the Bank's right either to require prompt payment when due of all other Obligations or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by the Bank shall not be a waiver of the Bank's right to accelerate the maturity of the Obligations, nor shall the Bank's receipt of any awards, proceeds or damages under paragraphs 3 and 9 hereof operate to cure or waive any default on the Obligations by Borrowers or any Guarantors.

12. Estoppel Certificate. Mortgagor shall, within ten (10) days of a written request from the Bank, furnish the Bank with a written statement, duly acknowledged, setting forth the sum of the outstanding Obligations and specifying any dispute, right of set-off, counterclaim or other defense that is asserted to exist with respect to any of the Obligations.

13. Uniform Commercial Code Security Agreement. This Mortgage is also intended to be a security agreement pursuant to the Alabama Uniform Commercial Code for any of the

items specified above as part of the Premises which, under applicable law, may be subject to a security interest pursuant to the Alabama Uniform Commercial Code and Mortgagor hereby grants the Bank a security interest in said items. In addition, Mortgagor agrees to execute and deliver to the Bank, upon the Bank's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage in such form as the Bank may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the Bank may reasonably require. Except as otherwise expressly permitted in the Loan Agreement, without the prior written consent of the Bank, Mortgagor shall not create or suffer to be created pursuant to the Alabama Uniform Commercial Code any other security in said items, including replacements and additions thereto. Upon a default on any of the Obligations (whether by Mortgagor or any Guarantor), the Bank shall have the remedies of a secured party under the Alabama Uniform Commercial Code and, at the Bank's option, may also invoke the remedies hereinafter set forth in this Mortgage as to such items. In exercising any of said remedies, the Bank may proceed against the Real Property and Fixtures separately or together and in any order whatsoever, without in any way affecting the availability of the Bank's remedies under the Alabama Uniform Commercial Code or of the remedies provided in of this Mortgage.

14. Restriction Against Transfer of Interests in the Premises. Mortgagor warrants that there are no outstanding interests in the Premises held by any person or entity except as specified in Exhibit "B" attached hereto (the "Permitted Exceptions") and covenants that Mortgagor will not lease, sell, encumber or otherwise cause or permit a conveyance of any interest in the Premises except with the prior written consent of the Bank. Mortgagor, at the Bank's request, shall furnish the Bank with executed copies of all leases hereafter made on all or any part of the Premises which have been approved by the Bank, and all leases entered into will be in form and substance subject to the approval of the Bank. Mortgagor shall not, without the Bank's written consent, modify, surrender or terminate, either orally or in writing, any approved lease on all or any part of the Premises, permit an assignment or sublease of such an approved lease without the Bank's written consent, or request or consent to the subordination of any lease of all or any part of the Premises to any lien otherwise subordinate to this Mortgage. Upon the Bank's request, Mortgagor shall assign to the Bank, by written instrument satisfactory to the Bank, all leases made on all or any part of the Premises.

UPON THE CONDITION, HOWEVER, that if Borrowers and Guarantors shall well and truly pay, perform and discharge all Obligations as and when due and shall in all things do and perform all acts and agreements as provided in the Loan Documents, then (and in that event only) this conveyance shall be and become null and void; but should default be made in the payment or other performance of the Obligations or any modifications, renewals or extensions thereof or any part thereof or should any interest on any of the Obligations remain unpaid at maturity, or should the interest of said the Bank in any part of the Premises become endangered by reason of the enforcement of any prior lien or encumbrance thereon, or should any law, either federal or state, be passed imposing or authorizing the imposition upon the Bank of a specific tax upon this Mortgage or the Obligations, or permitting or authorizing the deduction of any such tax from the sums due under the Obligations or by virtue of which any tax or assessment upon the Premises shall be charged against the owner of this Mortgage (separately or collectively referred to herein as "Default"), then all of the Obligations, or any portion or part of the same, with

interest thereon, shall, at the Bank's option, become immediately due and payable and this Mortgage shall be subject to foreclosure at the option of the Bank, notice of the exercise of such option being hereby expressly waived; and the Bank shall have the right to enter upon and take possession of the Premises and after or without taking such possession to sell the same in whole or part, and from time to time before the County Court House of the County in which the Premises to be sold are located at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said county, or of general circulation therein, and upon the payment of the purchase money, the Bank, or auctioneer for it, shall execute to the purchaser for and in the name of Mortgagor a good and sufficient deed to the Premises sold. The Bank shall apply the proceeds of said sale in accordance with the terms of the Loan Documents, provided, however, from and after the occurrence of any Default as described herein, and in consequence thereof the Bank elects to accelerate the payment of any of the Notes, then the Bank may apply such payments to the Obligations in the order specified in paragraph 2 above. The Bank may bid and become the purchaser of the Premises at any foreclosure sale hereunder.

The Bank shall give notice of sale and shall sell the Premises according to the laws of Alabama. The Bank may sell the Premises at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as the Bank may determine. The Bank may postpone sale of all or any part of the Premises by public announcement at the time and place of any previously scheduled sale. The Bank shall have and may exercise with respect to the Fixtures included in the Premises all rights, remedies and powers of a secured party under the Alabama Uniform Commercial Code with reference to the 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 such property 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 Fixtures or its value and without the necessity of a court order. The Bank shall have, among other rights, the right to take possession of the Fixtures and to enter upon the property where the same may be situated for the purpose of repossession of the same without being guilty of trespass and without liability for damages as a result of such entry or repossession, and to take any action deemed appropriate or desirable by the Bank, at its option and its sole discretion, to repair, restore or otherwise prepare the Fixtures for sale, lease, or other use or disposition. At the Bank's request, Mortgagor shall assemble the Fixtures and make the same available to the Bank at any place designated by the Bank. To the extent permitted by law, Mortgagor expressly waives any notice of sale or any other disposition of the Fixtures and any rights or remedies of the Bank with respect to, and the formalities prescribed by law related to, the sale or disposition of the Fixtures or to the exercise of any other right or remedy of the Bank existing after default. To the extent that such notice is required and cannot be waived, Mortgagor agrees that if such notice is given to the Bank at least five (5) days before the time of the sale or other disposition, such notice shall be deemed commercially reasonable and shall fully satisfy any requirement for giving said notice.

As part of the consideration for the Obligations, Mortgagor hereby absolutely and unconditionally assigns and transfers to the Bank all the rents and other revenue derived from the Premises, coming due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Premises, regardless of to whom the rents and revenues of the Premises are payable. Mortgagor hereby authorizes the Bank or the Bank's agents to collect the aforesaid rents

and other revenues and hereby directs each tenant of the Premises to pay such rents and other revenues to the Bank or the Bank's agents; provided that prior to written notice given by the Bank to Mortgagor of the breach of any of the Obligations, Mortgagor shall have a license to collect and receive all rents of the Premises, as trustee for the benefit of the Bank and Mortgagor, to apply the rents so collected to the then due Obligations.

Upon the occurrence of a Default hereunder, the Bank may in person, by agent or by a court-appointed receiver, regardless of the adequacy of the Bank's security, enter upon and take and maintain full control of the Premises in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and other revenues of the Premises, the making of repairs to the Premises and the execution or termination of contracts providing for the management or maintenance of the Premises, all on such terms as are deemed best to protect the security of this Mortgage. If the Bank elects to seek the appointment of a receiver for the Premises upon a breach of any of the Obligations, Mortgagor hereby expressly consents to the appointment of such receiver. The Bank or the receiver shall be entitled to receive a reasonable fee for so managing the Premises. The Bank or the receiver shall have access to the books and records used in the operation and maintenance of the Premises and shall be liable to account only for those rents and other revenues actually received. The Bank shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Premises by reason of anything done or left undone by the Bank under this paragraph.

If the rents and other revenues of the Premises are not sufficient to meet the costs, if any, of taking control of and managing the Premises and collecting the same, any funds expended by the Bank for such purposes shall become part of the Obligations pursuant to paragraph 6 hereof. Unless the Bank agrees in writing to other terms of payment, such amounts shall be payable upon notice from the Bank requesting payment thereof and shall bear interest from the date of disbursement as provided in said paragraph 6.

Any entering upon and taking and maintaining of control of the Premises by the Bank or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of the Bank under applicable law or provided herein.

Each remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or to the Bank shall be as provided in the Loan Agreement.

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Bank and Mortgagor. In exercising any rights hereunder or taking any actions provided for herein, the Bank may act through its employees, agents or independent contractors as authorized by the Bank. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

In the event that any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage are declared to be severable. If any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor is interpreted so that any charge provided for in this Mortgage, whether considered separately or together with other charges levied in connection with this Mortgage violates such law, and Mortgagor is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to the Bank in excess of the amounts payable to the Bank pursuant to such charges as reduced shall be applied by the Bank to reduce the Obligations.

Notwithstanding the existence of any other security interests in the Premises held by the Bank or by any other party, the Bank shall have the right to determine the order in which any or all of the Premises shall be subjected to the remedies provided herein. Subject to the terms of the Loan Agreement, the Bank shall have the right to determine the order in which any or all portions of the Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided herein, regardless of whether the Obligations are those of Borrowers or any of the Guarantors.

Mortgagor hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

Notwithstanding any statement herein or in any of the Loan Documents that this Mortgage serves as additional security for the Obligations, such statement is not intended to, and does not, affect (i) the rights of the Bank to proceed against any parties responsible for the Obligations, or any collateral securing the same (including the Premises subject to this Mortgage) in such manner and in such order as is permitted under the Loan Documents or applicable law; or, (ii) the priority of the lien created by this Mortgage.

This Mortgage is subject to, and shall be read in conjunction with, the provisions of the Loan Agreement. In the event of a conflict between this Mortgage and the Loan Agreement, the provisions of the Loan Agreement shall control. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed in its name and behalf, effective as of December 30, 2004.

SHELBY RIDGE PROPERTIES, LLC,
an Alabama limited liability company

By: 

Christopher Schmidt

Its: Manager

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Christopher Schmidt, whose name as Manager of Shelby Ridge Properties, LLC, an Alabama limited liability company, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he, in such capacity 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 on this the 30th of December, 2004.



NOTARY PUBLIC

My Commission Expires: 1/22/06

(S E A L)

EXHIBIT "A"
The Property

The following described real property located in Shelby County, Alabama:

Lot 1, according to the Final Plat of Shelby Ridge Nursing Home Survey, as recorded in Map Book 34, page 60, in the Probate Office of Shelby County, Alabama.

EXHIBIT "B"

The Permitted Exceptions

1. Ad valorem taxes and assessments for the year 2005, and subsequent years.
2. Easement to the City of Alabaster recorded in Probate Minutes Book 75, page 247.
3. Agreement for Ingress/Egress & Utilities Easement granted to the Alabaster Water Board by instrument recorded in 2002-06955 and Amendment to Agreement for Ingress/Egress & Utilities Easement recorded in 20041122000641220.
4. Easements, as shown by map recorded in Map Book 34, at Page 60.
5. Building liens, as shown by Map recorded in Map Book 34, at Page 60.
6. Easement to Alabama Power Company recorded in 2004122100095110.
7. Those matters reflected in the August 25, 2004 survey (last revised December 23, 2004) of the premises, prepared by Joseph F. Breighner, Jr. (Ala. Reg. No. 17518).
8. That lease between Shelby Ridge Properties, LLC, as Lessor, and Shelby Ridge Acquisition Corporation, as Lessee, dated December 30, 2004, as modified by that Subordination, Non-disturbance and Attornment Agreement between Colonial Bank, N.A. and said Lessor and Lessee, dated December 30, 2004.

Note: All records references are to the Office of the Judge of Probate of Shelby County, Alabama.