

This Instrument Prepared By
and When Recorded Return to:

Claude McCain Moncus, Esq.
CORLEY MONCUS, P.C.
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Birmingham, Alabama 35209
205.879.5959

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

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT, made as of the 14th day of January, 2005, 2003, is by **B&CC, L.L.C.**, an Alabama Limited Liability Company (hereinafter called the "Borrower"), *mortgagor*, whose mailing address is 3500 Colonnade Parkway, Suite 375, Birmingham, Alabama 35243, Attn: Thomas W. Crawford, in favor of **FIRST COMMERCIAL BANK**, a State Bank (hereinafter called the "Lender"), *mortgagee*, whose mailing address is 800 Shades Creek Parkway, Birmingham, Alabama 35209, Attn: Alison Robinson.

THIS MORTGAGE AND SECURITY AGREEMENT SERVES AS A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO SECTION 7-9-402(6), CODE OF ALABAMA, 1975, AS AMENDED.

WITNESSETH:

WHEREAS, Borrower is justly indebted to Lender for borrowed money in the principal sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) (the "Loan"), as evidenced by one or more promissory notes of even date herewith from Borrower, payable to Lender in installments with interest thereon (said promissory notes, as the same may hereafter be renewed, extended or modified, being herein collectively called the "Note") (the Note, together with this Mortgage, any amendments, modifications, and replacements hereof or thereof, and all other documents now or hereafter evidencing or securing the Note and all certificates, documents, and instruments now or hereafter executed by Borrower in favor of Lender, are collectively referred to herein as the "Loan Documents"); and

WHEREAS, this is a FUTURE ADVANCE MORTGAGE and the Note evidences a loan to be entered into of even date herewith, and in addition to the indebtedness evidenced by the Note, this mortgage shall also secure all other indebtedness, obligations and liabilities of the Borrower to the Lender, whether now existing or hereafter arising; and

WHEREAS, as a condition precedent to making the Loan, Lender has required that Borrower execute this Mortgage as security for the Loan.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the sum of Ten Dollars, and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, and in order

to secure the indebtedness and other obligations of Borrower under the Note, this Mortgage and all other Loan Documents (all of such indebtedness and obligations secured hereby being referred to herein as the "Secured Indebtedness"), Borrower has bargained and sold and does hereby grant, bargain, sell, alien, and convey unto Lender, its successors and assigns, all of the foregoing described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (which property is hereinafter referred to collectively as the "Premises"):

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and 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 said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises 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 indebtedness herein described and to be secured by this Mortgage; and

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same, reserving only the right to Borrower to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by this Mortgage; and

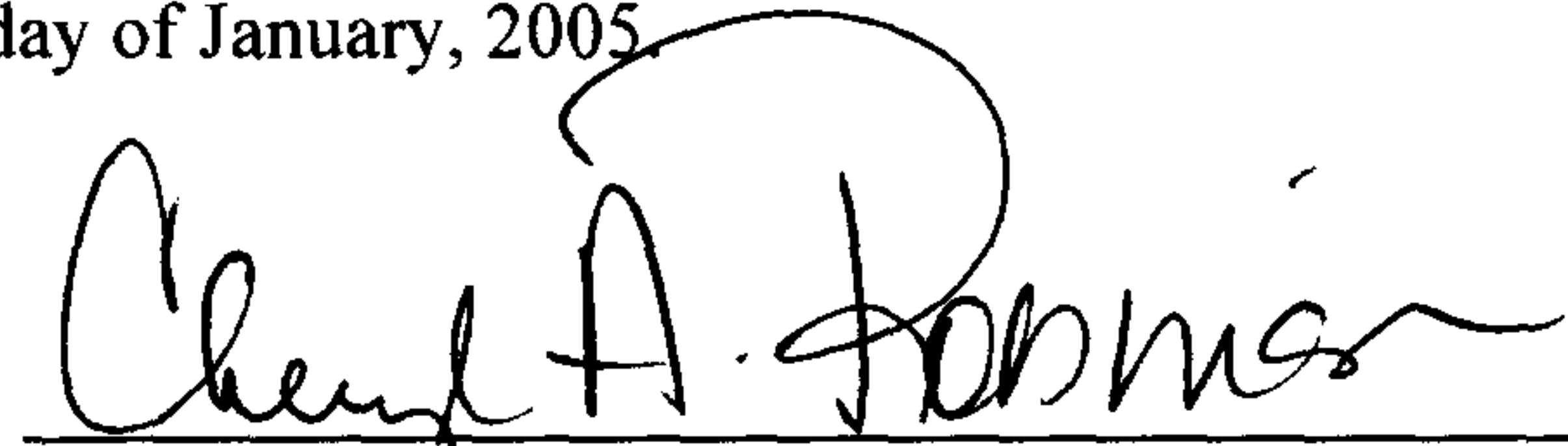
(e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Borrower relating to the use and operation of the Premises.

TO HAVE AND TO HOLD the Premises and all parts thereof unto Lender, its successors and assigns forever, subject however to the terms and conditions herein set forth;

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Thomas W. Crawford, whose name as Authorized Manager of **B&CC, 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 Authorized Manager and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 14th day of January, 2005

A handwritten signature in cursive script, reading "Cheryl A. Robinson", written over a horizontal line.

NOTARY PUBLIC - Cheryl A. Robinson
My Commission Expires: 7/22/07

[NOTARIAL SEAL]

