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MORTGAGE AND SECURITY AGREEMENT

between

SOUTHHALL OF HOOVER, L.L.C.

and

2 0 0 5 1 3 / 5 5 0 2

REGIONS BANK

September 30, 2005

This instrument prepared by
and after recordation should
be returned to:

J. Keith Windle
Bradley Arant Rose & White LLP
One Federal Place, 1819 Fifth Avenue North
Birmingham, Alabama 35203
(205) 521-8000

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STATE OF ALABAMA)
:
COUNTIES OF JEFFERSON AND SHELBY)

MORTGAGE AND SECURITY AGREEMENT

KNOW ALL BY THESE PRESENTS:

That the undersigned, SOUTHHALL OF HOOVER, L.L.C., a limited liability company organized under the laws of the State of Alabama (the "Mortgagor"), whose address is 4752 Highway 280 East, Birmingham, Alabama 35242, for and in consideration of the indebtedness as herein recited hereby GRANTS, BARGAINS, SELLS, CONVEYS, MORTGAGES, GRANTS A SECURITY INTEREST IN and WARRANTS to REGIONS BANK, an Alabama banking corporation (the "Mortgagee"), whose address is 417 N. 20th Street, Birmingham, Alabama 35203, its successors and assigns, forever, all and singular, all of the property described under (1) through (14) below (hereinafter referred to as the "Mortgaged Property"), subject to the matters set forth on Schedule C (the "Permitted Encumbrances") attached hereto and made a part hereof:

(1) All right, title and interest of Mortgagor in and to each leasehold estate (individually, a "Leasehold Estate" and collectively, the "Leasehold Estates") created pursuant to the lease or leases more particularly described in Schedule A (individually, a "Lease" and collectively, the "Leases") attached hereto and made a part hereof;

(2) All of Mortgagor's right, title and interest in and to certain real property (the "Real Estate") more particularly described in Schedule B attached hereto and made a part hereof;

(3) All of Mortgagor's title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Real Estate or in or on the property made the subject of the Leases (the "Leased Premises"), including the fixtures and those attachments, appliances, equipment, machinery and other articles that are attached to said buildings, constructions and improvements, all of which shall be deemed and construed to be a part of the realty;

(4) All right, title and interest of Mortgagor in and to all of the items incorporated as part of or attributed or affixed to any of the Real Estate or any other interest of Mortgagor, whether now owned or hereafter acquired, in, to or relating to the Real Estate, in such a manner that such items are no longer personal property under the law of the state where the property is situated;

(5) All personal property including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials that

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Mortgagor now or hereafter owns or in which Mortgagor now or hereafter acquires an interest or right and that are now or hereafter located on or affixed to the Real Estate or used or useful in the operation, use or occupancy of the Real Estate or the construction of any improvement on the Real Estate, including any interest of Mortgagor in and to personal property that is leased or subject to any superior security interest and including all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, sprinkler systems and other fire prevention and extinguishing apparatus and materials, vacuum cleaners, office furniture, telephones and telecommunication equipment, compartment safes, carpeting, window coverings and all proceeds of and substitutions and replacements for any such items;

(6) All of Mortgagor's:

(a) inventory, including all goods, merchandise, raw materials, supplies and other tangible personal property, now owned or hereafter acquired, and all documents now and at any time or times covering or representing any of said property;

(b) accounts, accounts receivable, contract receivables, contract rights, notes, drafts, acceptances, instruments, chattel paper and general intangibles, and all guarantees and suretyship agreements relating thereto and all security for payment thereof, now or hereafter existing or arising; and

(c) equipment, including all furniture, furnishings, machinery, storage shelves and other goods used in the conduct of Mortgagor's business, now owned or hereafter acquired;

(7) All rents, issues, profits, royalties, income and other benefits derived from the Real Estate or the Leased Premises (collectively, the "Rents"), now or hereafter existing or entered into;

(8) All interests, estates or other claims, both in law and in equity, that Mortgagor now has or may hereafter acquire in the Real Estate or the Leased Premises, including, but not limited to all of Mortgagor's interest in any and all options to purchase the Leased Premises that Mortgagor may have or may hereafter acquire;

(9) All easements, rights-of-way and rights now owned or hereafter acquired by Mortgagor used in connection with or as a means of access to the Real Estate or to the Leased Premises including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances of and to such easements rights-of-way and rights, and all water and water rights and shares of stock evidencing the same;

(10) All interests of Mortgagor as lessor or sublessor (and similar interests) in and to all leases or subleases covering all or any portion of the Real Estate or the Leased Premises, now or hereafter existing or entered into, and all right, title and interest of Mortgagor under such leases and subleases, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

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(11) All right, title and interest now owned or hereafter acquired by Mortgagor in and to any greater estate in the Real Estate or the Leased Premises;

(12) All right, title and interest now owned or hereafter acquired by Mortgagor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate or the Leased Premises, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Estate or the Leased Premises;

(13) All rights and interests of Mortgagor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to use, construction upon, occupancy, leasing, sale or operation of the Real Estate or the Leased Premises; and

(14) All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance, that Mortgagor now has or may hereafter acquire in the Real Estate or the Leased Premises, and other proceeds from sale or disposition of real or personal property hereby secured that Mortgagor now has or may hereafter acquire and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the whole or any part of the Real Estate or the Leased Premises, including any award resulting from a change of grade of streets and any award for severance damages.

TO HAVE AND TO HOLD, said Mortgaged Property unto Mortgagee, its successors and assigns forever.

This Mortgage is made to secure and enforce the following described indebtedness, obligations and liabilities (herein called the "Secured Indebtedness"):

(i) Payment and performance of all obligations of the Mortgagor under that certain promissory note in the principal sum of Two Million Eight Hundred Thirty Five Thousand Dollars ($2,835,000.00) of even date herewith (the "Note"), executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in the Note, and any and all renewals, extensions, modifications, substitutions or increases of the Note, or any part thereof;

(ii) Complete and full performance of each and every obligation, covenant, duty and agreement of the Mortgagor contained in this Mortgage;

(iii) Performance of all obligations of Mortgagor under any other instrument evidencing, securing or pertaining to the Secured Indebtedness, or evidencing any renewal or extension or modification or increase of the Secured Indebtedness, or any part thereof, and further, Mortgagor's punctual and proper performance of all of Mortgagor's covenants, obligations and liabilities under any other security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, loan agreement or any other instrument or

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agreement of any kind now or hereafter existing as security for, executed in connection with or related to the Secured Indebtedness, or any part thereof (such instruments and agreements are hereinafter sometimes collectively referred to as the "Loan Documents");

(iv) Payment of all funds hereafter advanced by Mortgagee to or for the benefit of Mortgagor, as contemplated by any covenant or provision herein contained or contained in any instrument or agreement securing the Secured Indebtedness.

All Secured Indebtedness shall be payable to Mortgagee at the Mortgagee's address specified above, or at such other address as may be designated by Mortgagee from time to time; and, unless otherwise provided in the instrument evidencing or creating such indebtedness, shall bear interest at the same rate per annum as the Note bears, from the date of accrual of such indebtedness until paid. If any Secured Indebtedness shall be collected by legal proceedings, whether through a probate or bankruptcy court or otherwise, or shall be placed in the hands of an attorney for collection after maturity, whether matured by the expiration of time or by any option given to the Mortgagee to mature same, Mortgagor agrees to pay Mortgagee's reasonable attorneys' and collection fees, whether suit be brought or not, and such fees shall be a part of the Secured Indebtedness. This Mortgage shall also secure all renewals, extensions, modifications, substitutions and increases of any of the Secured Indebtedness.

This instrument is intended to operate and is to be construed as a Mortgage and Security Agreement and is made under those provisions of existing laws of the State of Alabama.

This instrument is intended by Mortgagor and Mortgagee to serve as a fixture filing with respect to all goods and collaterals comprising part of the Mortgaged Property which are or are to become fixtures related to the Real Estate.

And for the purpose of further securing the payment of said Secured Indebtedness the Mortgagor covenants and agrees as follows:

(1) Mortgagor's Warranties of Title and Related Matters.

(a) Leasehold Property: Mortgagor covenants, represents and warrants to Mortgagee with respect to the Leases as follows:

(b) Except as previously disclosed to Mortgagee, (i) no default has occurred and is continuing under any of the terms of any of the Leases, and (ii) no event has occurred that, with the passage of time or service of notice, or both, would constitute an event of default under any of the Leases.

(c) The Leases are each in full force and effect.

(d) All rents, additional rents, percentage rents and all other charges payable under each of the Leases have been fully paid.

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(e) Subject to the Permitted Encumbrances, Mortgagor is the owner of the entire lessee's interest in and under each of the Leases and has the right and authority under each of the Leases to execute this instrument and to encumber Mortgagor's interest in each of the Leases.

(f) Mortgagor shall, at its sole cost and expense, promptly and timely perform and observe all the material terms, covenants and conditions required to be performed and observed by Mortgagor as lessee under each of the Leases (including, but not limited to, the payment of all rent, additional rent, percentage rent and other charges required to be paid under the Leases).

(g) If Mortgagor shall violate any of the covenants specified above, then Mortgagor grants Mortgagee the right (but not the obligation), to cause the default or defaults under a Lease to be remedied and otherwise exercise any and all rights of Mortgagor under a Lease, as may be necessary to prevent or cure any default provided such actions are necessary to protect Mortgagee's interest under this instrument, and Mortgagee shall have the right to enter all or any portion of the Real Estate at such times and in such manner as Mortgagee deems necessary, to prevent or to cure any such default.

(h) The actions or payments of Mortgagee to cure any default by Mortgagor under any of the Leases shall not remove or waive, as between Mortgagor and Mortgagee, the default that occurred under this instrument by virtue of the default by Mortgagor under any such Lease. All sums expended by Mortgagee to cure any such default shall be paid by Mortgagor to Mortgagee, upon demand, with interest on such sum at the rate set forth in the Note from the date such sum is expended to and including the date the reimbursement payment is made to the Mortgagee. All such indebtedness shall be deemed to be secured by this Mortgage.

(i) Mortgagor shall notify Mortgagee promptly in writing of (i) the occurrence of any material default by the lessor under any of the Leases or the occurrence of any event that, with the passage of time or service of notice, or both, would constitute a material default by the lessor under any of the Leases, and (ii) the receipt by Mortgagor of any notice (written or otherwise) from the lessor under any of the Leases noting or claiming the occurrence of any default by Mortgagor under any of the Leases or the occurrence of any event that, with the passage of time or service of notice, or both, would constitute a default by Mortgagor under any of the Leases. Mortgagor shall promptly deliver to Mortgagee a copy of any such written notice of default.

(j) Within twenty (20) days after written demand by Mortgagee, Mortgagor shall use reasonable efforts (other than payments to the lessor) to obtain from the lessor under any Lease and furnish to Mortgagee the estoppel certificate of such lessor stating the date through which rent has been paid and whether or not there are any defaults under its Lease and specifying the nature of such claimed defaults, if any.

(k) Mortgagor shall promptly execute, acknowledge and deliver to Mortgagee such instruments as may reasonably be required to permit Mortgagee to cure any default under any of the Leases or permit Mortgagee to take such other action required to enable

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Mortgagee to cure or remedy the matter in default and preserve the security interest of Mortgagee under this instrument with respect to such Lease. Mortgagor irrevocably appoints Mortgagee as its true and lawful attorney-in-fact to do, in its name or otherwise, any and all acts and to execute any and all documents that are necessary to preserve any rights of Mortgagor under or with respect to any of the Leases, including, without limitation, the right to effectuate any extension or renewal of the Leases, or to preserve any rights of Mortgagor whatsoever in respect of any part of the Leases (and the above powers granted to Mortgagee are coupled with an interest and shall be irrevocable).

(l) The generality of the provisions of this section relating to the Leases shall not be limited by other provisions of this instrument setting forth particular obligations of Mortgagor that are also required of Mortgagor with respect to the Leases or the Real Estate.

(m) Mortgagor shall not, without Mortgagee's prior written consent, surrender, terminate, forfeit, or suffer or permit the surrender, termination or forfeiture of, or change, modify or amend in a material or adverse manner, any of the Leases. Consent to one amendment, change, agreement or modification shall not be deemed to be a waiver of the right to require consent to other, future or successive amendments, changes, agreements or modifications. Any acquisition of any lessor's interest in any of the Leases by Mortgagor or any affiliate of Mortgagor shall be accomplished by Mortgagor in such a manner so as to avoid a merger of the interests of lessor and lessee in such Leases, unless consent to such merger is granted by Mortgagee. If Mortgagor shall acquire fee title to the property subject to any of the Leases, then this instrument shall automatically be a lien on the fee title.

(n) Notwithstanding anything to the contrary contained in this instrument with respect to the Leases:

(i) The lien of this instrument attaches to all of Mortgagor's rights and remedies at any time arising under or pursuant to Subsection 365(h) of the Bankruptcy Code, 11 U.S.C. Sections 101 et seq. (the "Bankruptcy Code"), including, without limitation, all of Mortgagor's rights, as debtor, to remain in possession of the Real Estate.

(ii) Mortgagor shall not, without Mortgagee's written consent, elect to treat any of the Leases as terminated under subsection 365(h)(1) of the Bankruptcy Code. Any such election made without Mortgagee's prior written consent shall be void.

(iii) As security for the Secured Indebtedness, Mortgagor unconditionally assigns, transfers and sets over to Mortgagee all of Mortgagor's claims and rights to the payment of damages arising from any rejection by any lessor of any of the Leases under the Bankruptcy Code. Mortgagee and Mortgagor shall proceed jointly or in the name of Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of any of the Leases, including, without limitation, the right to file and prosecute any proofs of claim, complaints, motions, applications, notices and other documents in any case in respect of such lessor under the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in

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effect until all of the Secured Indebtedness shall have been satisfied and discharged in full. Any amounts received by Mortgagee or Mortgagor as damages arising out of the rejection of any of the Leases as aforesaid shall be applied first to all costs and expenses of Mortgagee (including, without limitation, attorneys' fees and costs) incurred in connection with the exercise of any of its rights or remedies under this Section (1) and then in accordance with the other applicable provisions of this instrument.

(iv) If, pursuant to subsection 365(h) of the Bankruptcy Code, Mortgagor seeks to offset, against the rent reserved in any of the Leases, the amount of any damages caused by the nonperformance by the lessor of any of its obligations under such Lease after the rejection by lessor of such Lease under the Bankruptcy Code, then Mortgagor shall not effect any offset of the amounts so objected to by Mortgagee. If Mortgagee has failed to object as aforesaid within ten days after notice from Mortgagor in accordance with the first sentence of this Section (1)(n)(iv), then Mortgagor may proceed to offset the amounts set forth in Mortgagor's notice.

(v) If any action, proceeding, motion or notice shall be commenced or filed in respect of any lessor of all or any part of the leasehold property in connection with any case under the Bankruptcy Code, the Mortgagee and Mortgagor shall cooperatively conduct and control any such litigation with counsel agreed upon between Mortgagor and Mortgagee in connection with such litigation. Mortgagor shall, upon demand, pay to Mortgagee all costs and expenses (including reasonable attorneys' fees and costs) paid or incurred by Mortgagee in connection with the cooperative prosecution or conduct of any such proceedings. All such costs and expenses shall be secured by the lien of this instrument.

(vi) Mortgagor shall promptly, after obtaining knowledge of such filing notify Mortgagee orally of any filing by or against any lessor of a petition under the Bankruptcy Code. Mortgagor shall thereafter promptly give written notice of such filing to Mortgagee, setting forth any information available to Mortgagor as to the date of such filing, the court in which such petition was filed, and the relief sought in such filing. Mortgagor shall promptly deliver to Mortgagee any and all notices, summonses, pleadings, applications and other documents received by Mortgagor in connection with any such petition and any proceedings relating to such petition.

(o) In addition to those events set forth in Section (36) hereof, the occurrence of any of the following events shall, at Mortgagee's option, constitute an "Event of Default" and, upon the occurrence of an Event of Default, Mortgagee shall have all of the rights and remedies available to it under Section (37) hereof:

(i) A breach or default under any condition or obligation contained in any of the Leases that is not cured within any applicable cure period provided in any such Lease;

(ii) The occurrence of any event or condition that gives the lessor under any of the Leases a right to terminate or cancel the applicable Lease; or

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(iii) Mortgagor's failure to permit Mortgagee and/or its representatives at all reasonable times upon reasonable prior written notice to make investigation or examination concerning Mortgagor's performance and observance of the terms, covenants and conditions of the Leases.

(p) To the extent permitted by law, the price payable by Mortgagor or any other party in the exercise of the right of redemption, if any, from any sale under or decree of foreclosure of this instrument shall include all rents and other amounts paid and other sums advanced by Mortgagee on behalf of Mortgagor as the lessee under the Leases.

(q) Mortgagor grants and assigns to Mortgagee a security interest in all prepaid rent and security deposits and all other security that the lessors under the Leases may hold now or later for the performance of Mortgagor's obligations as the lessee under the Leases.

(r) Mortgagor shall not, without Mortgagee's written consent, fail to exercise any option or right to renew or extend the term of any Lease at least six (6) months prior to the date of termination of any such option or right, and shall give immediate written notice to Mortgagee and shall execute, acknowledge, deliver and record any document requested by Mortgagee to evidence the lien of this instrument on such extended or renewed lease term; provided, however, Mortgagor shall not be required to exercise any particular such option or right to renew or extend to the extent Mortgagor shall have received the prior written consent of Mortgagee (which consent may be withheld by Mortgagee in its sole and absolute discretion) allowing Mortgagor to forego exercising such option or right to renew or extend. If Mortgagor shall fail to exercise any such option or right as aforesaid, then Mortgagee may exercise the option or right as Mortgagor's agent and attorney-in-fact pursuant to Section (1)(j) of this instrument, or in Mortgagee's own name or in the name of and on behalf of a nominee of Mortgagee, as Mortgagee may determine in the exercise of its sole and absolute discretion.

(s) All subleases entered into by Mortgagor (and all existing subleases modified or amended by Mortgagor) shall provide that such subleases are subordinate to the lien of this instrument and any extensions, replacements and modifications of this instrument and the Obligations and that if Mortgagee forecloses under this instrument or enters into a new lease with any lessor under any of the Leases pursuant to the provisions for a new lease, if any, contained in the applicable Leases, then the sublessee shall attorn to Mortgagee or its assignee and the sublease shall remain in full force and effect in accordance with its terms notwithstanding the termination of the applicable Lease.

(t) Upon the request of Mortgagee, Mortgagor shall deposit with Mortgagee the tenant's original fully executed copy of each of the Leases, as further security to Mortgagee, until all of the Secured Indebtedness is fully paid and performed.

(u) Mortgagor shall not waive, excuse, condone or in any way release or discharge the lessors under the Lease of or from such lessors' material obligations, covenant and/or conditions under the Leases without the prior written consent of Mortgagee.

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(v) Fee Property: Mortgagor covenants, represents and warrants to Mortgagee that with respect to the Mortgaged Property (other than the Leased Premises), Mortgagor is lawfully seized in fee and possessed of the Mortgaged Property and has a good right to convey the same as aforesaid, that Mortgagor will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the Mortgaged Property is free and clear of all encumbrances, easements and restrictions, except the Permitted Encumbrances.

(2) Payment and Performance. Mortgagor will pay all of the Secured Indebtedness, together with the interest thereon, when the same shall become due, in accordance with the terms of the Loan Documents.

(3) Mortgagee's Right to Perform. Upon Mortgagor's failure to make any payment or perform any act required by the Note or the Loan Documents, then at any time thereafter, and without notice to or demand upon Mortgagor, Mortgagee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter the Mortgaged Property for such purpose and to take all such action thereon as Mortgagee may deem necessary or appropriate.

(4) Organization and Power and Restriction on Change of Interests in Mortgagor. Mortgagor is a duly organized limited liability company, validly existing, and in good standing under the laws of the State of Alabama and the transaction contemplated hereby is within Mortgagor's powers, has been duly authorized by all requisite corporate action and is not in contravention of the articles of incorporation or bylaws of Mortgagor.

(5) Existence of Mortgagor. Mortgagor will preserve and keep in full force and effect its existence, rights, franchises, and trade names.

(6) Insurance. The Mortgagor shall keep or cause to be kept the Mortgaged Property insured against loss or damage by fire, extended coverage perils, vandalism, malicious mischief, comprehensive general liability insurance, workmen's compensation coverage, and any such other hazards, casualties, or other contingencies as from time to time may be required by Mortgagee in such manner and in such companies and amounts as required by Mortgagee. All such policies shall name the Mortgagee as a named insured and provide that any losses payable thereunder shall (pursuant to loss payable clauses, in form and content acceptable to the Mortgagee, to be attached to each policy) be payable to the Mortgagee to the extent the Secured Indebtedness, and provide that the insurance provided thereby, as to the interest of the Mortgagee, shall not be invalidated by any act or neglect of the Mortgagor, nor by the commencement of any proceedings by or against the Mortgagor in bankruptcy, insolvency, receivership or any other proceeding for the relief of a debtor, nor by any foreclosure, repossession or other proceedings relating to the property insured, nor by any occupation of such property or the use of such property for purposes more hazardous than permitted in the policy. All such insurance shall be replacement cost coverage rather than actual cash value coverage. The Mortgagor shall cause duplicate originals of any and all such insurance policies to be deposited with the Mortgagee. At least thirty (30) business days prior to the date the premiums on each such policy or policies shall become due and payable, the Mortgagor shall furnish to the Mortgagee evidence of the payment of such premiums. The Mortgagor will cause each insurer

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under each of the policies to agree (either by endorsement upon such policy or by letter addressed to the Mortgagee) to give the Mortgagee at least thirty (30) business days' prior written notice of the cancellation of such policies in whole or in part or the lapse of any coverage thereunder. The Mortgagor agrees that the Mortgagor will not take any action or fail to take any action, which action or inaction would result in the invalidation of any insurance policy required hereunder. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damages to the Mortgaged Property caused by any casualty. If Mortgagor fails to keep the Mortgaged Property insured as above specified, the Mortgagee may at its option and sole discretion, insure the Mortgaged Property for its insurable value against loss by fire, wind and other hazards as specified above for the sole benefit of the Mortgagee and may procure such insurance at the Mortgagor's expense.

The Mortgagee is hereby authorized, but not required, on behalf of the Mortgagor, to collect for, adjust or compromise any losses under any such insurance policies and to apply, at its option, the loss proceeds (less expenses of collection) on the Secured Indebtedness, in any order and amount, and whether or not due, or hold such proceeds as a cash collateral reserve against the Secured Indebtedness or apply such proceeds to the restoration of the Mortgaged Property, or to release the same to the Mortgagor, but no such application, holding in reserve or release shall cure or waive any default by the Mortgagor. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the Secured Indebtedness, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. If the Mortgaged Property or any part thereof is located within an area that has been, or should such area at any time be, designated or identified as an area having special flood hazards by any governmental authority having jurisdiction, then Mortgagor will obtain such insurance as is required by such governmental authority in amounts required by Mortgagee.

(7) Taxes and Assessments. Mortgagor will pay all taxes and assessments against or affecting the Mortgaged Property as the same shall become due and payable, and, if Mortgagor fails to do so, the Mortgagee may, but shall not be obligated to, pay them, together with all costs and penalties thereon, at Mortgagor's expense; provided, however, that Mortgagor may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings, contest the validity thereof, and pending such contest Mortgagor shall not be deemed in default hereunder because of such nonpayment, if prior to delinquency of the asserted tax or assessment, Mortgagor furnishes the Mortgagee an indemnity bond, conditioned that such tax or assessment with interest, cost and penalties be paid as herein stipulated secured by a deposit in cash, or security acceptable to Mortgagee, or with surety acceptable to Mortgagee, in the amount of the tax or assessment being contested by Mortgagor, and a reasonable additional sum to pay all possible costs, interest and penalties imposed or incurred in connection therewith, and if Mortgagor promptly pays any amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, before such judgment becomes final; and provided further, that in any event, each such contest shall be concluded and the tax, assessment, penalties, interest and costs shall be paid prior to the date such judgment becomes final or any writ or order is issued under which the Mortgaged Property may be sold pursuant to such judgment.

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(8) Condemnation. All judgments, decrees and awards for injury or damage to the Mortgaged Property, and all awards pursuant to proceedings for condemnation thereof, are hereby assigned in their entirety to Mortgagee, who may apply the same to the Secured Indebtedness in such manner as it may elect; and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such award, judgment or decree. Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceedings for the condemnation of the Mortgaged Property, Mortgagor shall notify Mortgagee of such fact. Mortgagor shall then, if requested by Mortgagee, file or defend its claim thereunder and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Mortgagee for disposition pursuant to the terms of this Mortgage. Mortgagee shall be entitled to participate in and to control same and to be represented therein by counsel of its own choice, and Mortgagor will deliver, or cause to be delivered, to Mortgagee such instruments as may be requested by it from time to time to permit such participation. In the event Mortgagee, as a result of any such judgment, decree, or award, believes that the payment or performance of any obligation secured by this Mortgage is impaired, Mortgagee may, without notice, declare all of the Secured Indebtedness immediately due and payable.

(9) Mortgagor's Interest in the Mortgaged Property. If, while this Mortgage is in force, the interest of Mortgagor or the lien or security interest of Mortgagee in the Mortgaged Property hereby conveyed or any part thereof, shall be endangered or shall be attacked directly or indirectly, and if Mortgagor is not defending said attacks or otherwise protecting the lien or security interest of this Mortgage, Mortgagor hereby authorizes Mortgagee, without obligation and at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel, the prosecution or defense of litigation and the compromise or discharge of claims made against such interest.

(10) Taxes on Note or Mortgage. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Mortgage, or upon any rights, titles, liens or security interests created hereby, or upon the Note, or any part thereof, Mortgagor shall immediately pay all such taxes; provided that, in the alternative, Mortgagor may, in the event of the enactment of such a law, and must, if it is unlawful for Mortgagor to pay such taxes and Mortgagor cannot legally reimburse Mortgagee for payment of such taxes, prepay the Note within sixty (60) days after demand for such prepayment by Mortgagee.

(11) Statements by Mortgagor. Mortgagor shall, at any time and from time to time, furnish promptly, upon request, a written statement or affidavit, in such form as may be required by Mortgagee, stating the unpaid balance of the Note and that there are no offsets or defenses against full payment of the Note, or if there are any such offsets and defenses, specifying them. Mortgagor waives any claim against Mortgagee for such offsets or defenses if not specified as provided herein and agrees to hold Mortgagee harmless therefor.

(12) Mortgagee's Expenses. If, in pursuance of any covenant or agreement contained herein or in any other instrument executed in connection with the loan evidenced by the Note or in connection with any other Secured Indebtedness, Mortgagee shall expend any money chargeable to Mortgagor or subject to reimbursement by Mortgagor under the terms of

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such covenant or agreement, Mortgagor will repay the same to Mortgagee immediately at the place where the Note or other Secured Indebtedness is payable, together with interest thereon at the rate of interest payable on account of the Note or such other Secured Indebtedness in the event of a default thereunder from and after the date of Mortgagee's making such payment. The sum of each such payment shall be added to the Secured Indebtedness and thereafter shall form a part of the same, and it shall be secured by this Mortgage and by subrogation to all the rights of the person or entity receiving such payment. The Mortgagee may make advances, but shall not be obligated to do so, for any of the following: (i) insurance, (ii) payment of taxes or any part thereof, (iii) repair, maintenance and preservation of the Mortgaged Property, or of any buildings or other structures thereon, including fixtures, (iv) for the discharge of any liens or encumbrances on the Mortgaged Property, (v) for perfecting the title thereto, (vi) for enforcing collection of the Secured Indebtedness, (vii) for any water, gas or electric charge imposed for any services rendered to the Mortgaged Property, (viii) for the protecting or preserving of any use being made of the Mortgaged Property, (ix) for advances to any trustee or receiver of the Mortgaged Property, and (x) for any additions or improvements to the Mortgaged Property or to any buildings or other structures thereon, including fixtures, considered desirable by Mortgagee while it or any receiver or trustee is in possession thereof. Mortgagee may make and is hereby authorized to pay any payment herein, according to any bill, statement or estimate without inquiry into the accuracy of the bill, statement or estimate or into the validity thereof. Mortgagee in making any payment herein authorized, relating to any apparent or threatened adverse title, lien, statement or lien, encumbrance, mortgage, claim or charge, shall be the sole judge of the legality or validity of same.

(13) Waste, Demolition, Alteration, Replacement or Repair of Mortgaged Property. The Mortgagor shall cause the Mortgaged Property and every part thereof to be maintained, preserved, kept safe and in good repair, and in good working condition. The Mortgagor shall not commit or permit waste thereon. The Mortgagor shall not remove, demolish or alter the design or structural character of the Mortgaged Property now or hereafter erected on the Real Estate without the express prior written consent of the Mortgagee. The Mortgagor shall comply with all laws and regulations of any governmental authority with reference to the Mortgaged Property and the manner and use of the same, and shall 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 fully preserved and maintained. The Mortgagor will discharge all claims for labor performed and material furnished therefor, and will not suffer any lien of mechanics or materialmen to attach to any part of the Mortgaged Property. The Mortgagor agrees not to remove any of the fixtures or personal property included in the Mortgaged Property without the express prior written consent of the Mortgagee and unless the same is immediately replaced with like property of at least equal value and utility.

Mortgagee and other persons authorized by Mortgagee shall have access to and the right to enter and inspect the Mortgaged Property at all reasonable times, and upon reasonable notice to Mortgagor, including monthly inspections if deemed necessary by Mortgagee. In the event Mortgagee finds that Mortgagor is not maintaining the Mortgaged Property as referenced herein, Mortgagee shall notify Mortgagor in writing of the needed repairs and Mortgagor shall have ten (10) business days to make satisfactory arrangements to bring the Mortgaged Property back to good condition. If after such time, satisfactory arrangements have

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not been made to bring the Mortgaged Property back to good condition as determined by the sole discretion of the Mortgagee, Mortgagee shall have the right to make the repairs required at the expense of the Mortgagor as previously enunciated in this Mortgage, or shall have the right, but not the obligation, to declare the Secured Indebtedness to be at once due and payable under the terms of this Mortgage.

(14) Impairment. Mortgagor will not do, or omit to do, any act or thing which would impair the security of this Mortgage.

(15) Sale of Mortgaged Property. It shall be a default hereunder if all or any part of the Mortgaged Property (other than items of personalty which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new) shall become vested in any party other than Mortgagor, whether by operation of law or otherwise without the prior written consent of Mortgagee. If Mortgagee should consent to any sale or conveyance of the Mortgaged Property (except goods and inventory in the ordinary course of business), Mortgagor will not sell all or any portion of the Mortgaged Property unless the purchaser, as a part of the consideration, shall either (a) expressly agree to assume the payment of the Secured Indebtedness or (b) expressly agree that the title and rights of such purchaser are and shall remain unconditionally subject to all of the terms of this Mortgage for the complete fulfillment of all obligations of the Mortgagor hereunder, and unless also, the deed shall expressly set forth such agreement of the purchaser. As a condition to its consent to any sale, transfer, conveyance, lease, assignment or other disposition of the Mortgaged Property, Mortgagee may, at its option, charge a transfer fee not to exceed five percent (5%) of the then outstanding principal balance of the Note. Mortgagor shall also not grant any easement whatever with respect to any of the Mortgaged Property without the joinder therein of Mortgagee, or rent or lease any of the Mortgaged Property for any purpose whatever for a period longer than one year without the prior written consent of Mortgagee. The provisions of this Paragraph (15) shall apply to any and all sales, transfers, conveyances, exchanges, leases, assignments or other dispositions by Mortgagor, its successors and assigns, and any subsequent owners of the Mortgaged Property, or any part thereof.

(16) Successors. If the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and to the Secured Indebtedness in the same manner as with Mortgagor without in any way vitiating or discharging Mortgagor's liability hereunder or upon the Secured Indebtedness. No sale of the Mortgaged Property, and no forbearance on the part of Mortgagee, and no extension of the time for the payment of the Secured Indebtedness, given by Mortgagee, shall operate to release, discharge, modify, change or affect the original liability of Mortgagor or the liability of any guarantors or sureties of Mortgagor, either in whole or in part.

(17) Subsequent Easements. The purchaser at any foreclosure sale hereunder may disaffirm any easement granted, or rental, lease or other contract hereafter made, without the express written consent of Mortgagee or in violation of any provision of this Mortgage, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement and rental or lease contract.

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(18) Subordinate Mortgages. Mortgagor shall not execute or deliver any pledge, security agreement, mortgage or deed of trust covering all or any portion of the Mortgaged Property.

(19) Payment of Prior Lien. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or encumbrance against or affecting the Mortgaged Property, such proceeds have been advanced by Mortgagee at Mortgagor's request, and Mortgagee shall be subrogated to all rights, interests and liens owned or held by any owner or holder of such outstanding liens, charges or encumbrances, irrespective of whether such liens, charges or encumbrances are released of record.

(20) Limitation on Interest. All agreements between Mortgagor and Mortgagee, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Mortgagee for the use, forbearance, or detention of the money to be loaned pursuant to the Note or otherwise or for the performance or payment of any covenant or obligation contained herein, exceed the maximum amount permissible under applicable law (state or federal). If from any circumstance whatsoever fulfillment of any provision thereof at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance Mortgagee shall ever receive anything of value as interest, or deemed interest under applicable law, under the Note or this Mortgage or otherwise an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Note or on account of the other Secured Indebtedness and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the Note and such other Secured Indebtedness, such excess shall be refunded to Mortgagor. All sums paid or agreed to be paid to Mortgagee for the use, forbearance, or detention of the Secured Indebtedness shall, to the extent permitted by applicable law, be amortized, prorated, allocated and/or spread throughout the full term of such indebtedness until payment in full to the end that the rate of interest on account of such indebtedness never exceeds the maximum lawful rate at any time in effect and applicable to such indebtedness.

(21) Security Agreement and Financing Statement. With respect to any portion of the Mortgaged Property which constitutes personal property or fixtures governed by the Uniform Commercial Code of the State of Alabama (hereinafter called the "Code"), this Mortgage shall constitute a security agreement between Mortgagor, as the Debtor, and Mortgagee, as the Secured Party, and the Mortgagor hereby grants to Mortgagee a security interest in such portion of the Mortgaged Property, including any proceeds thereof. Cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all of the rights conferred upon secured parties by the Code. Mortgagor will execute and deliver to Mortgagee all financing statements that may from time to time be required by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee, or any modification thereof, and all costs and expenses of any searches reasonably required by Mortgagee. Mortgagor hereby authorizes Mortgagee to execute and file, without Mortgagor's joinder, any and all financing

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statements or continuation statements necessary or desirable to perfect or maintain the validity and priority of Mortgagee's security interest. Mortgagor agrees that a copy of this Mortgage may be filed as a financing statement in any public office. Mortgagee may exercise any or all of the remedies of a secured party available to it under the Code with respect to such property, and it is expressly agreed that if upon default Mortgagee should proceed to dispose of such property in accordance with the provisions of the Code, ten (10) business days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the Code requiring such notice; provided, however, that Mortgagee may at its option dispose of such property in accordance with Mortgagee's rights and remedies with respect to the Real Estate pursuant to the provisions of this Mortgage, in lieu of proceeding under the Code.

Mortgagor shall give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, identity or structure and will execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financing statements that Mortgagee may require to establish and maintain the validity and priority of Mortgagee's security interest with respect to any Mortgaged Property described or referred to herein.

Some of the items of Mortgaged Property described herein are goods that are or are to become fixtures related to the Real Estate, and it is intended that, as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Property is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated above. The mailing address of the Mortgagor, as debtor, is as stated above.

(22) Financial Statements. Mortgagor shall deliver to Mortgagee such financial statements.

(23) Notice of Litigation. Mortgagor consents and agrees that it will give notice to the Mortgagee of any litigation which the Mortgagor becomes involved in and will continue to thereafter provide to Mortgagee periodic statements of the status and progress of such litigation as may be requested by Mortgagee.

(24) Change of Zoning. Mortgagor covenants and agrees not to request or consent to any change in the zoning of or restrictive covenants affecting the Mortgaged Property without the prior written consent of the Mortgagee.

(25) Compliance with Laws. The Mortgaged Property, and the use thereof by Mortgagor shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Mortgagor, the Mortgaged Property, and its use, and Mortgagor shall pay all fees or charges of any kind in connection therewith. Mortgagor will not use or occupy or allow the use or occupancy of the Mortgaged Property in any manner which violates any applicable law, rule, regulation or order or which constitutes a public or private nuisance or which makes void, voidable or subject to cancellation any insurance then in force with respect thereto.

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(26) Hold Harmless. Mortgagor will defend, at its own cost and expense, and hold Mortgagee harmless from, any proceeding or claim affecting the Mortgaged Property. All costs and expenses incurred by Mortgagor in protecting its interests hereunder, including all court costs and reasonable attorneys' fees, shall be borne by Mortgagor.

(27) Further Assurances. Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver and record such further instruments and do such further acts as may be necessary, desirable or proper to carry out the purposes of any of the Note, Mortgage, and Loan Documents and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically but without limitation, any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Mortgaged Property.

(28) Consent. In any instance hereunder where Mortgagee's approval or consent is required or the exercise of Mortgagee's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Mortgagee and Mortgagee shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner; provided, however, that Mortgagee agrees to consider such requests and otherwise exercise its judgment in a reasonable manner.

(29) No Partnership. Nothing contained herein is intended to create any partnership, joint venture or association between Mortgagor and Mortgagee, or in any way make Mortgagee a co-principal with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

(30) No Pledge or Change of Ownership Interest. There may be no pledge or change in the ownership interest in Mortgagor unless Mortgagor has given prior written notice of same to Mortgagee and Mortgagee has consented in writing thereto.

(31) Notices by Governmental Authority, Fire and Casualty Losses, Etc. Mortgagor shall timely comply with and promptly furnish to Mortgagee true and complete copies of any official notice or claim by any governmental authority pertaining to the Mortgaged Property. Mortgagor shall promptly notify Mortgagee of any fire or other casualty or any notice or taking of eminent domain action or proceeding affecting the Mortgaged Property.

(32) Trade Names. At the request of Mortgagee, Mortgagor shall execute a certificate in form satisfactory to Mortgagee listing the trade names under which Mortgagor intends to operate the Mortgaged Property, and representing and warranting that Mortgagor does business under no other trade names with respect to the Mortgaged Property. Mortgagor shall immediately notify Mortgagee in writing of any change in said trade names, and will, upon request of Mortgagee, execute any additional financing statements and other certificates required to reflect the change in trade names and will execute and file any assumed name certificate required by applicable laws.

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(33) Recording and Filing. This Mortgage and all applicable Loan Documents and all amendments, supplements and extensions thereto and substitutions therefor shall be recorded, filed, rerecorded and refiled in such manner and in such places as Mortgagee shall reasonably request, and Mortgagor will pay all such recording, filing, rerecording and refiling fees, title insurance premiums, and other charges.

(34) Mineral Rights. Subject to existing rights of other parties holding mineral interests, without written consent of Mortgagee there shall be no drilling or exploring for, or extraction, removal or production of minerals from the surface or subsurface of the Mortgaged Property. The term "minerals" as used herein shall include, without limiting the generality of such term, oil, gas, casinghead gas, coal, lignite hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

(35) Defeasance. If the Mortgagor shall: (a) pay in full (i) all of the Secured Indebtedness including but not limited to all sums (principal, interest and charges) payable under the Note and any and all extensions and renewals of the same; and (ii) all sums becoming due and payable by the Mortgagor under the terms of this Mortgage and Loan Documents, including but not limited to advances made by the Mortgagee pursuant to the terms and conditions of this Mortgage; and (b) have kept and performed each and every obligation, covenant, duty, condition and agreement herein imposed on or agreed to by the Mortgagor; then this conveyance and the grants and conveyances contained herein shall become null and void, and the Mortgaged Property shall revert to the Mortgagor, and the entire estate, right, title and interest of the Mortgagee will thereupon cease; and the Mortgagee in such case shall, upon the request of the Mortgagor and at the Mortgagor's cost and expense, deliver to the Mortgagor proper instruments acknowledging satisfaction of this Mortgage; otherwise, this Mortgage shall remain in full force and effect.

(36) Events of Default. The happening of any of the following events or conditions, or the happening of any other event of default as defined elsewhere in this Mortgage (hereinafter collectively referred to as "Events of Default") shall constitute a default under this Mortgage:

(a) any representation or warranty made herein or in the Loan Documents related to any of the Secured Indebtedness shall prove to be false or misleading in any material respect; or

(b) any report, certificate, financial statement or other instrument furnished in connection with any of the Secured Indebtedness or any Loan Document shall prove to be false or misleading in any material respect; or

(c) default shall be made in the prompt payment of the principal of and interest payable on the Note or any of the other Secured Indebtedness, as and when due and payable; or

(d) default shall be made with respect to any indebtedness (other than the Secured Indebtedness) of the Mortgagor when due or the performance of any other obligation

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incurred in connection with any indebtedness for borrowed money of the Mortgagor, if the effect of such default is to accelerate the maturity of such indebtedness or to permit the holder thereof to cause such indebtedness to become due prior to its stated maturity; or any such indebtedness shall not be paid when due; or

(e) the interest of the Mortgagee in the Mortgaged Property shall become endangered by reason of the enforcement of any prior lien or encumbrance thereon; or

(f) default shall be made in the prompt payment of any advances for insurance, maintenance, repairs, taxes, liens, inspections, assessments or any other advances made by the Mortgagee that are called for under this Mortgage; or

(g) if title to all or any part of the Mortgaged Property (other than obsolete or worn personal property replaced by adequate substitutes equal or greater in value than the replaced items when new and inventory and goods in the ordinary course of business) shall become vested in any party other than Mortgagor, except as permitted herein, whether by operation of law or otherwise without the prior written consent of the Mortgagee, which may be withheld arbitrarily in Mortgagee's sole discretion; or

(h) if the holder of any lien or security interest on the Mortgaged Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder, or if there is any default under any such lien or security interest or the debt secured thereto; or

(i) default shall be made in the due observance or performance of any other covenant, condition or agreement on the part of the Mortgagor to be observed or performed pursuant to the terms of any Loan Document or any other event of default shall occur under this Mortgage any other Loan Document and such default is not cured within fifteen (15) days after Mortgagee provides notice to Mortgagor of such default.

(37) Remedies of Mortgagee Upon Default.

(a) Acceleration of Indebtedness. Upon occurrence of an Event of Default or at any time thereafter, the Mortgagee may at its option and without demand or notice to the Mortgagor, declare all or any part of the Secured Indebtedness immediately due and payable whereupon all such Secured Indebtedness shall forthwith become due and payable without presentment, demand, protest, notice of intent to accelerate maturity, notice of acceleration of maturity or further notice of any kind, all of which are hereby expressly waived by the Mortgagor and the Mortgagee may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this Mortgage, the Note, and any of the other Loan Documents and applicable law.

(b) Operation of Property by Mortgagee. Upon the occurrence of an Event of Default, or at any time thereafter, in addition to all other rights herein conferred on the Mortgagee, the Mortgagee (or any person, firm or corporation designated by the Mortgagee) may, but shall not be obligated to, enter upon and take possession of any or all of the Mortgaged

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Property, exclude the Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that the Mortgagor could do so, without any liability to the Mortgagor resulting therefrom; and the Mortgagee may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of the Mortgagor with respect to the Mortgaged Property.

(c) Judicial Proceedings; Right to Receiver. Upon the occurrence of an Event of Default, the Mortgagee, in lieu of or in addition to exercising the power of sale hereinafter given, may proceed by suit to foreclose its lien on, security interest in, and assignment of, the Mortgaged Property, to sue the Mortgagor for damages on account of or arising out of said default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. The Mortgagee shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the appointment by any competent court or tribunal, without notice to the Mortgagor or any other party, of a receiver of the rents, issues and profits of the Mortgaged Property, with power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary.

(d) Foreclosure Sale. Upon the occurrence of any Event of Default, or at any time thereafter, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and the Mortgagee shall be authorized, at its option, whether or not possession of the Mortgaged Property is taken, after giving notice by publication once a week for three (3) consecutive weeks of the time, place and terms of each such sale by publication in a newspaper published in the county or counties wherein the Mortgaged Property or any part thereof is located, to sell the Mortgaged Property (or such part or parts thereof as the Mortgagee may from time to time elect to sell) in front of such county's courthouse door, at public outcry, to the highest bidder for cash. The Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Mortgaged Property, 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 Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Mortgaged Property 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 Mortgaged Property not previously sold shall have been sold or all the Secured Indebtedness shall have been paid in full.

(e) Personal Property and Fixtures. On the happening of any Event of Default or at any time thereafter, the Mortgagee shall have and may exercise with respect to the personal property and fixtures included in the Mortgaged Property (sometimes referred to as the "Collateral") all rights, remedies and powers of a secured party under the Code with reference to the Collateral or any other items in which a security interest has been granted herein, including

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without limitation the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Code after default hereunder, without regard to preservation of the Collateral or its value and without the necessity of a court order. The Mortgagee shall have, among other rights, the right to take possession of the Collateral 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 Mortgagee, at its option and its sole discretion, to repair, restore or otherwise prepare the Collateral for sale, lease or other use or disposition. At the Mortgagee's request, the Mortgagor shall assemble the Collateral and make the Collateral available to the Mortgagee at any place designated by the Mortgagee. To the extent permitted by law, the Mortgagor expressly waives any notice of sale or any other disposition of the Collateral and any rights or remedies of the Mortgagee with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Collateral or to the exercise of any other right or remedy of the Mortgagee existing after default. To the extent that such notice is required and cannot be waived, the Mortgagor agrees that if such notice is given to the Mortgagor in accordance with the provisions of Paragraph (39) below, at least ten (10) business 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.

The Mortgagor agrees that the Mortgagee may proceed to sell or dispose of both the real and personal property comprising the Mortgaged Property in accordance with the rights and remedies granted under this Mortgage with respect to the Real Estate covered hereby. The Mortgagor hereby grants the Mortgagee the right, at its option after default hereunder, to transfer at any time to itself or its nominee the Collateral or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as Collateral or to apply it on the Secured Indebtedness in such order and amounts and manner as the Mortgagee may elect. The Mortgagor covenants and agrees that all recitals in any instrument transferring, assigning, leasing or making other disposition of the Collateral 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 Mortgagee and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

(f) Assignment of Leases and Rents. All of the rents, royalties, issues, profits, revenue, income and other benefits derived from the Mortgaged Property or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto (hereinafter called the "Rents and Profits") are hereby absolutely and unconditionally assigned, transferred, conveyed and set over to Mortgagee to be applied by Mortgagee in payment of all proper charges and expenses including the just and reasonable compensation for the services of Mortgagee, its attorneys, agents, and others employed by Mortgagee in connection with the operation, management and control of the Mortgaged Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Mortgagee from and against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Mortgagee hereunder. Mortgagee may, at its option, credit the remainder of the payment of the principal and interest and all other sums payable on the Note and other Secured Indebtedness. Prior to the occurrence of any default hereunder, Mortgagor

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shall collect and receive all Rents and Profits for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of accrued unpaid interest and then to principal and all other sums payable on the Note and in payment of all other Secured Indebtedness and thereafter, so long as no default hereunder has occurred, the balance shall be distributed to the account of Mortgagor. Mortgagor will not (i) execute an assignment of any of its rights, title or interest in the Rents and Profits, or (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any lease by Mortgagor of the Mortgaged Property or any part thereof, now or hereafter existing, having an unexpired term of one year or more except that any lease may be cancelled, provided that promptly after the cancellation or surrender thereof a new lease is entered into with a new lessee having a credit standing, in the judgment of Mortgagee, at least equivalent to that of the lessee whose lease was cancelled, on substantially the same terms as the terminated or cancelled lease, or (iii) modify any lease of the Mortgaged Property or any part thereof so as to shorten the unexpired term thereof or so as to decrease the amount of the rent payable thereunder, or (iv) accept prepayments of any installments of rent to become due under any of such leases in excess of one month, except prepayments in the nature of security for the performance of the lessee thereunder, or (v) in any other manner impair the value of the Mortgaged Property or the security of this Mortgage. Mortgagor will not execute any lease of all or any substantial portion of the Mortgaged Property except for actual occupancy by the lessee thereunder, and will at all times promptly and faithfully perform, or cause to be performed, each covenant, condition and agreement contained in each lease of the Mortgaged Property now or hereafter existing, on the part of lessor thereunder to be kept and performed. Mortgagor shall furnish to Mortgagee, within ten (10) business days after a request by Mortgagee to do so, a written statement containing the names of all lessees of the Mortgaged Property, the terms of their respective leases, the spaces occupied and the rentals payable thereunder.

(g) Foreclosure Deeds. The Mortgagor hereby authorizes and empowers the Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of the Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

(h) Application of Proceeds. All payments received by the Mortgagee as proceeds of the Mortgaged Property, or any part thereof, as well as any and all amounts realized by the Mortgagee in connection with the enforcement of any right or remedy under or with respect to this Mortgage, shall be applied by the Mortgagee as follows: (i) to the payment of all necessary expenses incident to the execution of any foreclosure sale or sales or other remedies under this Mortgage, including reasonable attorneys' fees as provided herein, (ii) to the payment in full of any of the Secured Indebtedness that is then due and payable (including without limitation principal, accrued interest, advances and all other sums secured hereby) and to the payment of attorneys' fees as provided herein and in the Note, (iii) any other sums that might be due under this Mortgage, the Note, or the Loan Documents, which have not otherwise been contemplated in Paragraphs (37)(h)(i) and (37)(h)(ii)% above, and (iii) the remainder, if any, shall be paid to the Mortgagor or such other person or persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

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(i) Multiple Sales. Upon the occurrence of any Event of Default or at any time thereafter, the Mortgagee shall have the option to proceed with foreclosure, either through the courts or by proceeding with foreclosure as provided for in this Mortgage, but without declaring the whole Secured Indebtedness due. Any such sale may be made subject to the unmatured part of the Secured Indebtedness, and such sale, if so made, shall not in any manner affect the unmatured part of the Secured Indebtedness, but as to such unmatured part of the Secured Indebtedness shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made under the provisions of this paragraph without exhausting the right of sale for any remaining part of the Secured Indebtedness whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Mortgaged Property for any matured part of the Secured Indebtedness without exhausting any power of foreclosure and the power to sell the Mortgaged property for any other part of the Secured Indebtedness, whether matured at the time or subsequently maturing.

(j) Waiver of Appraisement Laws. The Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisement before sale of any portion of the Mortgaged Property (commonly known as appraisement laws), or (ii) any extension of time for the enforcement of the collection of the Secured Indebtedness or any creation or extension of a period of redemption from any sale made in collecting the Secured Indebtedness (commonly known as stay laws and redemption laws).

(k) Prerequisites of Sales. In case of any sale of the Mortgaged Property as authorized by this Paragraph (37), all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of any of the Secured Indebtedness or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

(38) Environmental Protection. Mortgagor does further represent, warrant and covenant as follows:

(a) To the best of Mortgagor's knowledge, no Hazardous Materials (as hereinafter defined) have been, are, or will be while any part of the indebtedness secured by this Mortgage remains unpaid, contained in, treated, stored, handled, located on, discharged from, or disposed of on, or constitute a part of, the Mortgaged Property. As used herein, the term "Hazardous Materials" include without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. Sections 6901, et seq.), the Clean Water Act, as amended (33 U.S.C. Sections 1251, et seq.), the Clean Air Act, as

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amended (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration (OSHA) pertaining to occupational exposure to asbestos, as amended, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect;

(b) To the best of Mortgagor's knowledge, no underground storage tanks, whether in use or not in use, are located in, on or under any part of the Mortgaged Property;

(c) All of the Mortgaged Property complies and will comply in all respects with applicable environmental laws, rules, regulations, and court or administrative orders;

(d) There are no pending claims or threats, to the best of Mortgagor's knowledge, of claims by private or governmental or administrative authorities relating to environmental impairment, conditions, or regulatory requirements with respect to the Mortgaged Property;

(e) Mortgagor, at Mortgagor's expense, promptly upon the written request of Mortgagee from time to time, shall provide Mortgagee with an environmental audit report, or an update of such report, all in scope, form and content satisfactory to Mortgagee;

(f) In the event of any spill or disposal of Hazardous Materials on the Mortgaged Property, whether or not the same originates or emanates from the Mortgaged Property or any such contiguous real estate, and/or if Mortgagor shall fail to comply with any environmental law or regulation, Mortgagee may, at its election, but without the obligation so to do, give such notices as may be required by law and/or cause any remedial work that may be necessary to be performed at the Mortgaged Property and/or take any and all other actions as Mortgagee shall deem necessary or advisable in order to remedy said spill or disposal of Hazardous Materials or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the default rate (as specified in the Note) from the date of payment by Mortgagee, shall be immediately due and payable by Mortgagor to Mortgagee and until paid shall be added to and become a part of the indebtedness secured hereby and shall have the benefit of the lien hereby created as a part thereof; and

(g) Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from all loss, cost, damage, claim and expense incurred by Mortgagee on account of (i) the violation of any representation, warranty or covenant set forth in this Paragraph (38), (ii) Mortgagor's failure to perform any obligations of this Paragraph (38), (iii) Mortgagor's or the Mortgaged Property's failure to fully comply with all environmental laws, rules and regulations, or with all occupational health and safety laws, rules and regulations, or (iv) any other matter related to environmental conditions on, under or affecting the Mortgaged Property. This indemnification shall survive payment of the indebtedness secured by this Mortgage, the exercise of any right or remedy hereunder or under any other loan document securing or evidencing said

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indebtedness, any subsequent sale or transfer of the Mortgaged Property, and all similar or related events or occurrences. Mortgagor shall give immediate oral and written notice to Mortgagee of its receipt of any notice of a violation of any law, rule or regulation covered by this Paragraph (38) or of any notice or other claim relating to the environmental condition of the Mortgaged Property, or of its discovery of any matter which would make the representations, warranties and/or covenants herein to be inaccurate or misleading in any respect.

(39) Notice and Addresses for Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or hand delivered to the applicable party at its address indicated on the first page of this Mortgage or at such other address as shall be designated by such party in a written notice to the other party thereto. Any such notice shall be deemed received three (3) days after properly posting and addressing and depositing said letter in the United States Mail, certified, return receipt requested.

(40) Partial Release and Additional Security. Any part of the Mortgaged Property may be released by the Mortgagee without affecting the lien, security interest and assignment hereof against the remainder. The lien, security interest and other rights granted hereby shall not affect or be affected by any other security taken for the same indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the Secured Indebtedness or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any permitted junior lienholder; and this Mortgage, as well as any instrument given to secure any renewal or extension of the Secured Indebtedness, or any part thereof, shall be and remain a first and prior lien, except as otherwise provided herein, on all of the Mortgaged Property not expressly released until the obligations and Secured Indebtedness are completely paid, performed and discharged.

(41) Waiver. To the extent that Mortgagor may lawfully do so, Mortgagor agrees that Mortgagor shall not assert and hereby expressly waives, any right under any statute or rule of law pertaining to the marshalling of assets, valuation and appraisement, the exemption of business or residential homestead, the administration of estates of decedents, dower and curtesy, the rights and remedies of sureties or other matter whatever to defeat, reduce or affect the right of Mortgagee, under the terms of this Mortgage, to sell the Mortgaged Property for the collection of the Secured Indebtedness (without any prior or different resort for collection) or the right of Mortgagee, under the terms of this Mortgage, to the payment of such Secured Indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted).

(42) No Waiver and Severability. No waiver of any default on the part of Mortgagor or breach of any of the provisions of this Mortgage or of any other instrument executed in connection with the Secured Indebtedness shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. If any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future

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laws effective while this Mortgage is in effect, the legality, validity and enforceability of the remaining provisions of this Mortgage shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Mortgage a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. If any of the liens, security interests or assignment of rents created by this Mortgage shall be invalid or unenforceable, the unsecured portion of the Secured Indebtedness shall be completely paid prior to the payment of the remaining and secured portion of the Secured Indebtedness and all payments made on account of such indebtedness shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of such indebtedness. Acceptance by the Mortgagee of any payment of less than the full amount due on the Secured Indebtedness shall be deemed acceptance on account only, and the failure of the Mortgagor 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 Secured Indebtedness has been paid, the Mortgagee shall be entitled to exercise all rights conferred on it by the terms of this Mortgage in case of the occurrence of an Event of Default.

(43) Remedies Cumulative. In addition to and notwithstanding and without modifying the other remedies provided herein and without limiting the rights of the Mortgagee to exercise such remedies, the Mortgagee is given the additional right to enforce the covenants, agreements, and obligations of the Mortgagor hereunder, by the securing of equitable remedies, including that of temporary and permanent injunction and specific performance, without the necessity of the Mortgagee filing any bond or other security which would otherwise be required by the statutes of the State of Alabama or the Alabama Rules of Civil Procedure, as amended, in seeking such equitable remedies, the requirement for filing of any such bond or other security being hereby expressly waived.

(44) Amendments. No amendment, modification or cancellation of this Mortgage shall be valid unless in writing and signed by the party against whom enforcement is sought.

(45) Headings. The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraphs.

(46) Governing Law. This Mortgage shall be governed and construed under the laws of the State of Alabama except to the extent any law, rule or regulation of the federal government of the United States of America may be applicable, in which case such federal law, rule or regulation shall control.

(47) Copies. Mortgagor acknowledges receipt of a true and correct copy of this Mortgage.

(48) Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Mortgagor" (without limiting Mortgagee's rights or Mortgagor's

obligations to secure approval or consent) and "Mortgagee" shall include their respective heirs, personal representatives, successors and assigns. The term "Mortgagor" as used in this Mortgage refers to each of the undersigned, jointly and severally, whether one or more natural persons, partnerships, corporations, associations, trusts or other entities or organizations.

(49) Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on the parties hereto, notwithstanding that all parties are not signatories to the original or to the same counterpart.

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IN WITNESS WHEREOF, the undersigned has caused its duly authorized member to execute this instrument on Mortgagor's behalf on this 30th day of September, 2005.

MORTGAGOR:

SOUTHHALL OF HOOVER, L.L.C.

By: _____
Its: MEMBER

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STATE OF ALABAMA)
:
COUNTY OF Jefferson)

I, the undersigned, a notary public in and for said county and state, hereby certify that John G. Beard, whose name as member of SouthHall of Hoover, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 30th day of September, 2005.

_____
Notary Public

[NOTARIAL SEAL]

My commission expires _____

JENNY PAIR
Notary Public
Alabama State at Large
My Commission Expires July 26, 2007

SCHEDULE A
TO
MORTGAGE AND SECURITY AGREEMENT

LEASES

Lease by and between the Industrial Development Board of the Town of Vincent and Dewberry Engraving Company of Alabama, Inc., dated April 1, 1971, and recoded in Volume 268, Page 361; assigned and assumed by Monumental Life Insurance Company by instrument dated January 6, 1995 and recorded as Exhibit A to Instrument #1996-03356; and further amended and assumed by E & T Realty Company, an Alabama General Partnership, by instrument dated August 29, 1995, and recorded in Instrument #1996-03356, and memorandum of understanding and Second Amendment to Lease recorded in Instrument # 1997-28034. Said lease was assigned by that Assignment of Leasehold Interest from E & T Realty Company to SouthHall of Hoover, LLC, dated January 22, 1999, and recorded March 9, 1999, as Instrument No. 1999-09711.

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SCHEDULE B
TO
MORTGAGE AND SECURITY AGREEMENT

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JEFFERSON COUNTY, ALABAMA
LEGAL DESCRIPTION

PARCEL I:

That part of the NW ¼ of Section 12, Township 19 South, Range 3 West, situated in Jefferson County, Alabama, and more particularly described as follows:

Begin at the SW corner of the NE ¼ of the NW ¼ of said section; thence northwardly and along the west line of said ¼-1/4 section a distance of 51.84 feet; thence 54 degrees, 59 minutes, 30 seconds right and run northeastwardly a distance of 426.89 feet; thence 90 degrees right and run southeastwardly a distance of 200.00 feet; thence 90 degrees, right and run southwestwardly a distance of 376.84 feet; thence 90 degrees right and run northwestwardly a distance of 100.00 feet to a point on the south line of said ¼-1/4 section; thence 54 degrees, 06 minutes left and run westwardly a distance of 98.13 feet to the point of beginning.

PARCEL II:

A 40 foot easement for roadway, being 20 feet each side of the following described centerline: Begin at the SW corner of the NE ¼ of the NW ¼ of Section 12, Township 19 South, Range 3 West; thence run east along the south line of said 1/4-1/4 section for 98.13 feet; thence 35 degrees, 54 minutes, left and run Northeastwardly a distance of 396.8 feet to the point of beginning of said easement; thence 90 degrees left and run northwestwardly a distance of 136.6 feet to a point on the centerline of a 50 foot wide easement and end of said 40 foot wide easement.

PARCEL III:

A 25 foot easement for roadway being 12.5 feet each side of the following described centerline: Begin at the SW corner of the NE ¼ of the NW ¼ of Section 12, Township 19 South, Range 3 West; thence run east along the south line of said ¼-1/4 section a distance of 98.13 feet; thence 35 degrees, 54 minutes left and run northeastwardly for 389.34 feet to the point of beginning of said easement; thence 90 degrees right and run southeasterly a distance of 112.50 feet; thence 90 degrees, right and run southwestwardly 389.50 feet to the end of said 25 foot wide easement.

PARCEL IV

A 50 foot wide easement for roadway and public utilities being 25 feet each side of the following described centerline:

Begin at the SW corner of the NE ¼ of the NW ¼ of Section 12, Township 19 South, Range 3 West; thence run east along the south line of said ¼-1/4 section a distance of 311.31 feet; thence 35 degrees, 54 minutes left and run northeasterly for 204.16 feet; thence 41 degrees, 21 minutes, left and run northeasterly for 121.1 feet; thence 49 degrees, 46 minutes, 45 seconds left and run northwesterly for 28.6 feet; thence 43 degrees, 01 minutes, 45 seconds right and run northeasterly for 290.8 feet; thence 85 degrees, 05 minutes, 30 seconds right and run easterly for 150.0 feet to a point on the west right of way line of U.S. Highway No. 31; thence 93 degrees, 16 minutes, 30 seconds left and run north along said Highway right of way for 25.04 feet to the point of beginning of said easement; thence 86 degrees, 43 minutes, 30 seconds left and run westerly for 242.93 feet to the beginning of a curve to the left having a radius of 48.44 feet and a central angle of 80 degrees, 56 minutes, 45 seconds; thence run southwesterly along arc of said curve; thence run southwesterly along arc of said curve for 68.43 feet to the end of said curve; thence tangent to said curve and run southerly for 196.5 feet to a point on the centerline of a 40 foot easement and end of said 50 foot wide easement.

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PARCEL V:

A 10 foot wide easement for water line, being 5 feet each side of the following described centerline;

Begin at the SW corner of the NE ¼ of the NW ¼ of Section 12, Township 19 South, Range 3 West; thence run east along the south line of said ¼-1/4 section for 268.67 feet; thence left 35 degrees, 54 minutes, and run northeasterly 238.70 feet; thence 90 degrees, right and run 15.0 feet to a point on the centerline of a water line; thence 90 degrees, left and run 25 feet to the point of beginning of said easement; thence 6 degrees, 19 minutes right and run 177.75 feet; thence 30 degrees, 43 minutes right and run easterly for 29.83 feet to a point on the westerly right of way of U.S. Highway No. 31 and end of said 10 foot wide easement.

PARCEL VI:

An easement for maintaining a water and gas line, this easement described as follows:

Begin at the SW corner of the NE ¼ of the NW ¼ of Section 12, Township 19 South, Range 3 West; thence run North along the west line of said ¼-1/4 section for 51.84 feet; thence 54 degrees, 59 minutes, 30 seconds right and run 120.41 feet to the point of beginning of said easement; thence continue on last course a distance of 93.0 feet; thence 90 degrees left for 83.0 feet; thence 90 degrees right for 185.0 feet; thence 90 degrees for 83.0 feet; thence 90 degrees left for 10.0 feet; thence 90 degrees left for 93.0 feet; thence 90 degrees, left for 200.0 feet to the point of beginning and end of said easement.

SHELBY COUNTY, ALABAMA
LEGAL DESCRIPTION

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PARCEL I:

A part of Lot 1, Dewberry's Subdivision, as recorded in Map Book 9, Page 11, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of the NW ¼ of the SE ¼ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, said point being on the West line of said Lot 1, Dewberry's Subdivision; thence from the West line of said 1/4-1/4 section turn an angle of 29 degrees 08 minutes to the right in a Northeasterly direction and run 695.72 feet to a point; thence 95 degrees 21 minutes to the right in a Southeasterly direction a distance of 108.82 feet to a point; thence 51 degrees 00 minutes 30 seconds to the left in a Northeasterly direction a distance of 145.36 feet to a point; thence 18 degrees 46 minutes 45 seconds to the right in an Easterly direction a distance of 78.28 feet to a point; thence 20 degrees 07 minutes 42 seconds to the left in a Northeasterly direction a distance of 70.31 feet to a point; thence 38 degrees 51 minutes to the left in a Northeasterly direction a distance of 143.16 feet to a point on the Southwesterly right to way line of U.S. Highway No. 280; thence 92 degrees 59 minutes 54 seconds to the right in a Southeasterly direction along said right of way line a distance of 41.53 feet to a point; thence 79 degrees 04 minutes 30 seconds to the right in a Southwesterly direction a distance of 69.37 feet to the P.C. (point of curve) of a curve to the right having a radius of 167.05 feet and a central angle of 67 degrees 25 minutes; thence Southwesterly along the arc of said curve a distance of 196.55 feet to the P.T. (point of tangent) of said curve; thence Westerly in the tangent to said curve a distance of 50.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 250.52 feet and a central angle of 41 degrees 05 minutes 04 seconds; thence Southwesterly along the arc of said curve a distance of 179.63 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 160.00 feet and a central angle of 22 degrees 42 minutes 25 seconds; thence Southwesterly along the arc of said curve a distance of 63.41 feet to a point; thence 108 degrees 34 minutes 46 seconds to the left (angle measured to tangent) in a Southeasterly direction a distance of 142.71 feet to a point; thence 38 degrees 15 minutes to the right in a Southeasterly direction a distance of 304.00 feet to a point; thence 70 degrees 30 minutes to the right in a Southwesterly direction a distance of 1016.00 feet to a point; thence 90 degrees 00 minutes to the right in a Northwesterly direction a distance of 237.32 feet to a point on the West line of the SW ¼ of the SE ¼ of said Section 36; thence 60 degrees 52 minutes to the right in a Northerly direction along the West line of said 1/4-1/4 section a distance of 572.42 feet to the point of beginning. Situated in the Probate Office of Shelby County, Alabama.

PARCEL II:

A part of Lot 1, Dewberry's Subdivision, as recorded in Map Book 9, Page 11, in the Probate Office of Shelby county, Alabama, being more particularly described as follows:

Being at the Southwest corner of the NW ¼ of the SE ¼ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, said point being on the West line of said Lot 1, Dewberry's Subdivision; thence North along the West line of said 1/4-1/4 section a distance of

653.70 feet to a point; thence 119 degrees 08 minutes to the right in a Southeasterly direction a distance of 218.25 feet to a point; thence 11 degrees 19 minutes to the left in a Southeasterly direction a distance of 101.98 feet to a point; thence 101 degrees 19 minutes to the right in a Southwesterly direction a distance of 591.01 feet to a point of beginning.

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SCHEDULE C
TO
MORTGAGE AND SECURITY AGREEMENT

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PERMITTED ENCUMBRANCES

1. 2005 ad valorem taxes which are a lien, and were due and payable October 1, 2005, and delinquent if not paid by December 31, 2005, and recapture or roll-back taxes, if any.

2. 2006 ad valorem taxes which will be a lien on October 1, 2005, are not currently due and payable. Said taxes will be due and payable October 1, 2006, and delinquent if not paid by December 31, 2006, and recapture or roll-back taxes, if any.

3. As to Parcels I and II, Shelby County, AL:

    a. Those matters set out in the plat of Subject Property recorded in Map Book 9, Page 11, a copy of which is attached.

    b. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, as recorded in Volume 257, Page 907, et seq., and Volume 78, Page 315, et seq., copies of which are attached.

    c. Restrictions and covenants appearing of record in Deed Volume 259, Page 165, a copy of which is attached.

    d. Right-of-way granted to South Central Bell Company recorded in Volume 258, Page 470, a copy of which is attached.

    e. Right-of-way from Dewberry Engraving Company of Alabama, Inc., to Mark E. Osborne as recorded in Real Volume 7, Page 461.

    f. Right-of-way granted to Alabama Power Company recorded in Volume 109, Page 59.

    g. Terms and conditions as contained in Case #4801 styled as referred to in Real Volume 90, Page 417.

    h. Lease by and between the Industrial Development Board of the Town of Vincent and Dewberry Engraving Company of Alabama, Inc., dated April 1, 1971, and recorded in Volume 268, Page 361; assigned and assumed by Monumental Life Insurance Company by instrument dated January 6, 1995 and recorded as Exhibit A to Instrument #1996-03356; and further amended and assumed by E&T Realty Company, an Alabama General Partnership, by instrument dated August 29, 1995,

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and recorded in Instrument #1996-03356, and memorandum of understanding and Second Amendment to Lease recorded in Instrument #1997-28034. Said lease was assigned by that Assignment of Leasehold Interest from E & T Realty Company to SouthHall of Hoover, LLC, dated January 22, 1999, and recorded March 9, 1999, as Instrument No. 1999-09711. Copies of all documents are attached hereto.

i. Mortgage from E & T Realty Company to Regions Bank, dated August 8, 1997, and recorded August 11, 1997, as Instrument # 1997-25395, as modified by that First Amendment to Mortgage and Security Agreement, dated June 13, 2003, and recorded June 17, 2003, as Instrument No. 20030617000380390.

j. Assignment of Leases and Rents by and between E & T Realty Company, an Alabama general partnership, and Regions Bank, dated August 8, 1997, and recorded in Instrument #1997-25396.

k. Agreement by and between SouthHall of Hoover, LLC, and DLR Associates, LLC, dated May 2, 2005, and recorded May 4, 2005, as Instrument No. 20050504000212340, a copy of which is attached.

l. Unrecorded Special Agreement between SouthHall of Hoover, LLC, and SouthHall of Irondale, LLC, dated January 22, 1999, as set out in Exhibit B to that Special Warranty Deed from E & T Realty Company to SouthHall of Hoover, LLC, dated January 22, 1999, and recorded March 24, 1999, as Instrument # 1999-12282, a copy of which is attached.

4. As Parcel I and Parcel VI, Jefferson County, Alabama:

a. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Volume 624, Page 144, et. seq., and Volume 6209, Page 207, et seq., copies of which attached.

b. Right-of-way granted to Alabama Power Company recorded in Real Volume 262, Page 10, et seq., a copy of which is attached.

c. Terms and conditions contained in Parcels V and VI of easement recorded in Real Volume 808, Page 247, et seq., and Real Volume 931, Page 900, et seq.

d. Mortgage from E & T Realty Company to First Alabama Bank, dated July 8, 1994, and recorded July 11, 1994, as Instrument No. 9408/7033, as amended by that First Amendment as recorded in Instrument No. 9913/8678, that Second Amendment recorded as Instrument No. 200309/3939.

e. Special Agreement by and between John G. Beard, Margaret B. Williams, Susan B. Brovillettee and SouthHall of Hoover, L.L.C., and William Gray Beard and

SouthHall of Irondale, L.L.C., dated January 22, 1999, and recorded as Instrument No. 1999-09713, a copy of which is attached.

f. Assignment of Leases and Rents from E & T Realty, to First Alabama Bank, dated July 8, 1994, and recorded July 11, 1994, as Instrument No. 9408/7034, as amended by that First Amendment recorded as Instrument No. 9913/8629, and that Second Amendment recorded as Instrument No. 200309/3942.

State of Alabama - Jefferson County
I certify this instrument filed on:
2005 OCT 03 11:39:53:62AM
Recorded and $ 4,252.50 Mtg. Tax
and $
$ 92.00 Deed Tax and Fee Amt.
Total $ 4,344.50
MARK GAINES, Judge of Probate
200513/5502

recorders note: distribution
form complete
Jefferson 25%
Shelby 75%

20051003000513200 36/36 $117.00
Shelby Cnty Judge of Probate, AL
10/03/2005 12:48:21PM FILED/CERT