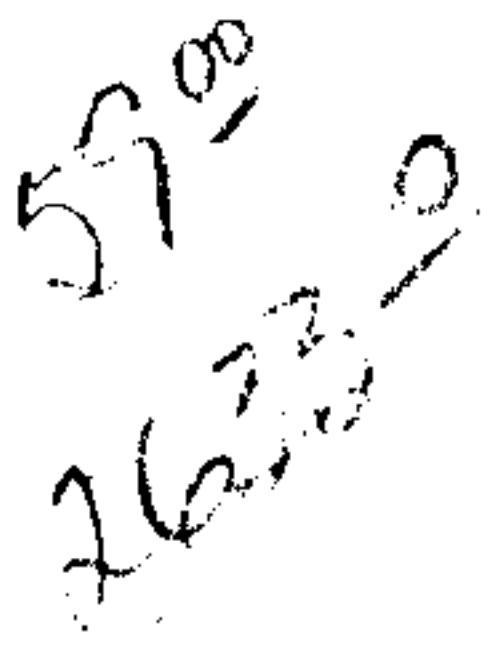






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B. Together with all rents, issues, profits, revenue, income and other benefits from the property described in paragraph (A) hereof to be applied to the indebtedness secured hereby, provided however, that permission is hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive, and use such benefits from the property as they become due and payable, but not in advance thereof.

C. Everything referred to in paragraphs (A) and (B) hereof and any additional property hereafter acquired in Alabama by Mortgagor and subject to the lien of this Mortgage or any part of these properties is herein referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee forever.

PROVIDED ALWAYS, that if Mortgagor shall pay or cause to be paid to Mortgagee the Note at the times and in the manner stipulated therein, and in all other instruments securing the Note, including renewals, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor then this Mortgage shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor represents, warrants, covenants, and agrees with Mortgagee as follows:

1. Compliance with Note and Mortgage; Warranty of Title. Mortgagor shall comply with or cause to be complied with all provisions of the Note, this Mortgage and of every other instrument securing the Note, and will promptly pay to or cause to be paid to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor and/or Maker under the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple subject only to those matters approved by Lender and set forth in Schedule B-II of Ticor Title Insurance Company, Title Commitment issued as a requirement of funding the loan evidenced by the Note, and Mortgagor has lawful authority to convey, mortgage and encumber the Mortgaged Property as provided by the Mortgage, and does hereby so warrant. Mortgagor warrants that this is a first Mortgage.

2. Payment of Taxes and Liens. Mortgagor shall pay all the taxes assessments, levies, liabilities, obligations and encumbrances of every nature now on the Mortgaged Property or that hereafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments to be made when due and payable according to law before they become delinquent and before any interest attaches or any penalty is incurred. Insofar as any indebtedness is of record the same shall be promptly satisfied and evidence of such satisfaction shall be given to Mortgagee.

3. Insurance. Mortgagor shall keep the Mortgaged Property and the improvements now existing or hereafter erected on the Mortgaged Property insured as may be required from time to time by Mortgagee against loss by fire, other hazards and contingencies in such amounts and for such periods as may be required by Mortgagee. Mortgagor shall pay promptly, when due, any premiums on such insurance. All insurance shall be carried with companies approved by Mortgagee and the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor and in form acceptable to Mortgagee with a provision for 30 days prior written notice to Mortgagee of intention to cancel.

In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of either to Mortgagor or Mortgagor and Mortgagee jointly. Insurance proceeds or any part thereof may be applied by

Mortgagee, at its option, after deducting therefrom all its expenses including attorneys' fees, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. In the event of default under any of the terms, covenants and conditions in the Note, this Mortgage or any other instrument securing the Note to be performed or observed by Mortgagor, Mortgagee may apply to the reduction of sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit and any return premium received from cancellation of any insurance policy by Mortgagee upon foreclosure of this Mortgage.

4. Funds for Taxes and Insurance. Mortgagor, as of the date hereof, is not required to make any payments to Mortgagee with respect to (i) taxes and assessments which may be assessed on the Mortgaged Property or (ii) premiums for insurance policies with respect to the Mortgaged Property. However, Mortgagee may, in the future and in its discretion, require Mortgagor to pay to Mortgagee on the day monthly payments of principal and/or interest are payable under the Note, until the Note is paid in full, the sum equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, as reasonably estimated initially and from time to time by Mortgagee on the basis of assessments and bills and reasonable estimates thereof. Subject to applicable law, Mortgagee may also require Mortgagor to pay to Mortgagee on the day monthly payments of principal and/or interest are payable under the Note, until the Note is paid in full, the sum equal to one-twelfth of yearly premium installments for hazard insurance, as reasonably estimated initially and from time to time by Mortgagee on the basis of assessments and bills and reasonable estimates thereof. The amounts so payable shall be referred to herein as the "Funds".

If Mortgagor pays Funds to Mortgagee, Mortgagee shall apply the Funds to pay said taxes, assessments and insurance premiums. Unless required by applicable law, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds. Mortgagee shall give to Mortgagor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Mortgagee, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments and insurance premiums shall exceed the amount required to pay said taxes, assessments and insurance premiums as they fall due, such excess shall be credited to Mortgagor on monthly installments of Funds. If the amount of the Funds held by Mortgagee shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Mortgagor shall pay to Mortgagee any amount necessary to make up the deficiency in one or more payments as Mortgagee may require. Upon payment in full of all sums secured by this Mortgage, Mortgagee shall promptly refund to Mortgagor any Funds held by Mortgagee.

5. Condemnation. If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Provided, however, if Mortgagee, determines that the taking or damage does not materially impair the operation of the Mortgaged Property or its value as collateral then Mortgagee shall not elect to accelerate the outstanding indebtedness. In all events, Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence,

appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights or action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee and Mortgagee after deducting therefrom all its expenses including attorneys' fees may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any instrument securing the Note. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments or any compensations, awards, damages, claims, rights of action and proceeds as the Mortgagee may require.

6. Care of Mortgaged Property. Mortgagor shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the written consent of Mortgagee. Mortgagor shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any damage, or impairment of the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection.

7. Mortgagee's Right to Make Certain Payments. In the event Mortgagor fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances before applicable due dates, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Mortgagee may, at its option, pay or discharge the taxes, assessments, levies, liabilities, and obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs. Mortgagee shall have no obligation on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien equity or right of Mortgagee under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

8. Payment of Expenses. Mortgagor shall pay all the costs, charges and expenses, including reasonable attorneys' fees, disbursements and cost of abstracts of title, incurred or paid at any time by Mortgagee due to the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Note.

9. After Acquired Property. The lien of this Mortgage will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Mortgaged Property.

10. Additional Documents. At all times this Mortgage is in effect, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and thereafter to be rerecorded or refiled at such time and in such places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge, perfect, or to continue and

preserve the obligations of Mortgagor under the Note and this Mortgage and all other instruments securing the Note, and the lien of this Mortgage as a valid and perfected lien upon all of the Mortgaged Property. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record, or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do all things necessary to effectuate or assure compliance with this paragraph.

11. Reporting Requirements and Testing. At all times this Mortgage is in effect, Mortgagor shall furnish to Mortgagee the following:

(a) Mortgagor shall keep books and records reflecting its/their financial condition(s) including, but not limited to, the operation of the Mortgaged Property in accordance with generally accepted accounting principles consistently applied. Mortgagee shall have the right, from time to time at all times during normal business hours, to examine such books, records, and accounts at the offices of the Mortgagor or other personal entity maintaining such books, records and accounts and to make such copies or extracts thereof as the Mortgagee shall desire.

(b) The Mortgagor must furnish or cause to be furnished to the Mortgagee within one hundred twenty (120) days of the close of its fiscal years, its current signed financial statements (annual balance sheet and a profit/loss statement) of Mortgagor. Mortgagor shall also annually furnish to Mortgagee: (i) annual U.S. Income Tax Returns for Mortgagor and any guarantor, (ii) a statement disclosing all contingent liabilities, and (iii) such interim statements as may reasonably be required by Mortgagee from time to time.

(c) If the Mortgaged Property consists of income-producing property, Mortgagor, at its cost and expenses, shall semi-annually furnish to Mortgagee (on the anniversary and semi-anniversary of this Mortgage) an income and expense statement of the operation of the Mortgaged Property and a certified rent roll. Each statement shall be certified by an officer of the Mortgagor and shall show the total minimum annual rent, percentage rents, total income received from each tenant, total gross receipts from operations and total expenses in detail satisfactory to the Mortgagee. Mortgagor shall also furnish such interim statements to Mortgagee as may be required from time to time.

(d) Mortgagor shall advise Mortgagee of their fiscal year-end dates and shall notify Mortgagee, in writing, of any change in such year-end dates.

12. Financing Statement.

(a) This Mortgage is intended to be effective as a financing statement and shall be filed in accordance with the requirements of the Alabama Uniform Commercial Code (the "Code").

(b) Additionally, Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Code with respect to those portions of the Mortgaged Property, which may not be deemed to form a part of the real property described herein or may not constitute a "fixture" within the meaning of the Code, and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (all of said property described above and in Exhibit "B" to Mortgage attached hereto and incorporated herein and the replacements, substitutions and additions thereto and the proceeds thereof being hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to Mortgagee and the Collateral and all right, title and interest of Mortgagor therein are hereby assigned to Mortgagee, all to secure payment of the indebtedness and to secure performance by Mortgagor of the terms, covenants and provisions hereof. Upon occurrence of a default under this Mortgage, Mortgagee, pursuant to the appropriate provisions of the Code, shall have the right, in addition to all others, to proceed with respect to personal property in accordance with its rights and remedies of a secured party under the Code. The

parties agree that, at Mortgagee's option, any foreclosure sale under this Mortgage will convey title to the Collateral to the purchaser at such sale and such sale shall be a disposition of the Collateral under the Code. The parties agree that, in the event Mortgagee shall elect to proceed with respect to the Collateral, five (5) days notice to Mortgagor shall be reasonable notice. The parties also agree that in the event that Mortgagee proceeds as to both the Mortgaged Property and the Collateral simultaneously by foreclosing this Mortgage, the notice of such foreclosure shall be deemed to be reasonable notice of the sale of the Collateral. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee. Mortgagor agrees that, without the written consent of Mortgagee, it will not remove or permit to be removed from the Mortgaged Property any of the Collateral except that, so long as there is no default hereunder or under the Note, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Mortgaged Property, upon replacing the same or substituting for the same other collateral at least equal in value to the initial value of that disposed of and in such manner so that said Collateral shall be subject to the security interest created hereto, it being expressly understood and agreed that all replacements of the Collateral and any additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered thereby. Mortgagor shall, from time to time, on request of Mortgagee deliver to Mortgagee an inventory of the Collateral in reasonable detail. Mortgagor covenants and represents that all Collateral now is, and that all replacements thereof, substitutions therefore or additions thereto, unless Mortgagee otherwise consents, will be free and clear of superior liens, encumbrances or the security interest of others. For the purpose of this Paragraph 12, Mortgagor is the debtor, and Mortgagee is the secured party.

13. Event of Default. Any one of the following shall constitute an event of default:

(a) Failure by Mortgagor to pay or cause to be paid, as and when due and payable, any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Note.

(b) Failure by Mortgagor to, duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, and any other instrument securing the Note or any other instrument collateral to the Note or executed in connection with the sums secured hereby.

(c) If either Mortgagor, or any maker, guarantor or endorser of the Note: (i) files a voluntary petition in bankruptcy, (ii) is adjudicated a bankrupt or insolvent; or (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or (v) makes any general assignment for the benefit of creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due; or (vii) Mortgagor files or suffers involuntarily the filing of a petition in bankruptcy or otherwise seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which remains unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive; or (viii) any trustee, receiver or liquidator of Mortgagor of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.

(d) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage, or any other instrument securing the Note or given in connection with the loan evidenced by the Note.

(e) The occurrence of any default under the terms of the Note, any mortgage or other security instrument which creates a lien or other security interest on or in the Mortgaged Property, or under any other document executed in connection therewith.

(f) Any sale, transfer, assignment, conveyance, pledge or further encumbrance of the Mortgaged Property or any part thereof by Mortgagor.

(g) Any sale, transfer, assignment, conveyance, pledge or encumbrance of the Mortgagor or any part thereof or any interest or beneficial interest in Mortgagor, without Mortgagee's prior written consent, which consent may be given or denied in Mortgagee's sole and exclusive discretion.

(h) Death of any guarantor of the Note.

(i) Any material adverse change in the operation or financial condition of Mortgagor or any guarantor or endorser of the Note.

(j) Entry of a judgment (alone or in conjunction with other judgments) against Mortgagor or any guarantor, where Mortgagee reasonably determines that such circumstance may or shall materially impair or diminish the value of the Mortgaged Property or the ability of Mortgagor or guarantor to comply with any covenant, condition or obligation imposed upon Mortgagor hereunder or under any of the other loan documents executed in connection herewith.

(k) Any taking of Mortgagor's or any guarantor's property by any means, including, without limitation, by assessment, attachment, levy, distraint, replevin or self help.

(l) Any loan document or lien created by the loan documents ceases to be in full force and effect or a party to any loan document executed in connection herewith asserts that it ceases to be in full force and effect.

(m) Any default under any other obligation for the payment of money (primary, secondary, direct, indirect, contingent, sole, joint or several) of Mortgagor, any member or principal of Mortgagor or any guarantor owed to Mortgagee or to any other lender.

14. Acceleration. If an event of default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately. Upon such declaration such principal and interest and other sums shall immediately be due and payable without demand or notice.

15. Remedies After Default. Upon an event of default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) collect all rents, issues, profits, revenue, income and other benefits from the Mortgaged Property; (d) appoint a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenue, income, and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law; and (e) pursue any other remedy available to it including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as

Mortgagee may determine. Notwithstanding anything in this Note to the contrary, Mortgagee shall not exercise any remedies as the result of Mortgagor's failure to make any payment on its due date, unless and until five (5) days have elapsed after written notice thereof to Mortgagor and Mortgagee has still not received such delinquent payment.

16. No Waiver. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein

17. Non-Exclusive Remedies. No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, now or hereafter existing at law, in equity or by statute.

18. Successors and Assigns Bound. Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefits of their respective heirs, successors and assigns, whether or not so expressed.

19. Miscellaneous. In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

20. Attorneys' Fees. The term "attorneys' fees" as used in this Mortgage includes any and all reasonable legal fees of whatever nature including, but not limited to, fees resulting from any litigation, bankruptcy, appeal of an interlocutory order or final judgment or any other appellate proceeding arising out of any litigation.

21. Advances; Future Advances. This Mortgage is given to secure not only existing indebtedness, but also such advances and any disbursements that may be made in the sole discretion of Mortgagee for the payment of taxes, levies or insurance on the Mortgaged Property, for the improvement and protection of the Mortgaged Property, including but not limited to, environmental remediation, repair and replacement of any of the building components, or cure of any physical or title defect relating to the Mortgaged Property, or any other payments or disbursements Mortgagee may make pursuant to the terms of this Mortgage, with interest on such disbursements at the Default Rate as if all of such disbursements were made on the date of this Mortgage.

Mortgagee may, at the sole option of the Mortgagee, from time to time make future advances hereunder, which advances shall be secured by this Mortgage; provided, however, that the total principal sum secured hereby and remaining unpaid, including any such advances, shall not at any time exceed \$120,000,000.00. All such future advances shall be made within the time limit authorized by Florida law for making valid future advances with interest, and all indebtedness created by virtue of such future advances shall be and are secured hereby. All provisions of this Mortgage shall apply to any future advances made pursuant to the provisions of this paragraph. Nothing herein contained shall limit the amount secured by this Mortgage if such amount is increased by advances made by the Mortgagee as herein elsewhere provided and authorized for the protection of the security of the Mortgage. Nothing contained herein shall be deemed an obligation on the part of the Mortgagee to make any future advances.

The Loan evidenced by the Note is a revolving loan and, subject to the terms and conditions of the Note, this Mortgage and the documents which secure the Note, the Borrower may borrow, repay, and reborrow funds under the Note.

22. Miscellaneous Obligations of Mortgagor. Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record. Mortgagor shall provide updated appraisals at Mortgagor's expense if requested by Mortgagee.

23. No Transfer. It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the credit worthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, which consent shall be at Mortgagor's sole discretion and may be subject to the payment of a transfer fee or a change in loan charges and payment terms, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be void. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an event of default hereunder.

24. Hazardous and Toxic Wastes. Mortgagor warrants and represents to and covenants with Mortgagee that:

(a) The Mortgaged Property and the improvements thereon are not presently being used, and will not in the future during the term of this Mortgage or the Note it secures, be used for the generation, release, treatment, discharge, emission, handling, storage, transportation, or disposal of Hazardous or Toxic Materials (as hereinafter defined) and, to the best of Mortgagor's knowledge, have not been used in the past for such use.

(b) Mortgagor hereby indemnifies, and agrees to defend and save and hold Mortgagee harmless from and against any and all losses, liabilities (including, without limitation, strict liability), obligations, damages, injuries, defenses, charges, penalties, interest, expenses, fees (including attorneys' fees at all administrative and judicial hearings, trials and appellate levels), costs (including, without limitation, costs of any settlement), judgments, claims and demands of any and every kind whatsoever (hereinafter, the "Indemnified Matters") paid, incurred or suffered by, or asserted against, Mortgagee by any person or entity or governmental agency or body (individually an "Environmental Complaint") for, with respect to, related to, arising out of, or as a direct or indirect result of, the past, present or future use, generation, release, treatment, discharge, emission, escape, seepage, leakage, spillage, handling, storage, transportation, disposal, clean-up or presence at, on or under the Mortgaged Property or adjacent property, or to the soil, air or to surface or ground water thereat, of any Hazardous or Toxic Materials (as hereinafter defined) including without limitation, any Indemnified Matters asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, or under any federal, state or local so-called "Superfund" or "Superlien" or other laws, statutes, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to, or imposing liability (including, without limitation, strict liability) with respect to, or standards of conduct concerning, any Hazardous or Toxic Materials, regardless of whether or not within the control of Mortgagee. The lien of this Mortgage secures the foregoing indemnity and any liability of Mortgagor under this Paragraph 24. Nevertheless, the indemnification described in this Paragraph 20 shall survive the full payment and performance of the Note and this Mortgage, the release of the Mortgaged Property and satisfaction of this Mortgage.

(c) For the purposes of this Mortgage, "Hazardous or Toxic Materials" includes but is not limited to (i) materials defined as "Hazardous Waste" under the Federal Resource Conservation and Recovery Act and similar state laws, and (ii) "hazardous substances" as identified under the Federal

Comprehensive Environmental Response, Compensation and Liability Act and especially in CERCLA 101(14) and as set forth in Title 40, Code of Federal Regulations, Part 302, and (iii) those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, polluting, or dangerous waste, substance or material, as such lists are now or at any time hereafter in effect, and (iv) asbestos, and (v) radon, and (vi) polychlorinated biphenyls, and (vii) petroleum products, and (viii) solid, semi-solid, liquid or gaseous materials, substances or waste which are toxic, polluting, flammable, volatile, noxious, irritating, corrosive, radioactive, carcinogenic, contagious or otherwise dangerous, hazardous, harmful or deleterious to human, plant or animal health or well being, and (ix) such other toxic or hazardous materials, substances or waste as are identified or regulated now or hereafter under any applicable federal, state or local law.

(d) If Mortgagor receives any notice of (i) the happening of any material event involving the use, generation, release, treatment, discharge, emission, escape, seepage, leakage, spillage, handling, storage, transportation, disposal or clean-up of any Hazardous or Toxic Materials on or at the site of the Mortgaged Property or adjacent thereto, or in connection with Mortgagor's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Mortgagor or the Mortgaged Property (an "Environmental Complaint") from any person or entity (including, without limitation, the EPA), then Mortgagor shall immediately notify Mortgagee orally and in writing of said notice.

(e) Mortgagee shall have the right but not the obligation, and without limitation of Mortgagee's rights under this Mortgage, to enter onto the Mortgaged Property or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous or Toxic Materials or Environmental Complaint following receipt of any notice from any person or entity (including, without limitation, the EPA) asserting the existence of any Hazardous or Toxic Materials or an Environmental Complaint pertaining to the Mortgaged Property or any part thereof which, if true, could result in an order, suit or other action against Mortgagor and/or which, in the sole opinion of Mortgagee, could jeopardize Mortgagee's security under this Mortgage. All reasonable costs and expenses incurred by Mortgagee in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.

(f) Mortgagee shall have the right, in its sole discretion, to require Mortgagor to periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) perform (at Mortgagor's expense) an environmental audit and, if deemed necessary by Mortgagee, an environmental risk assessment, each of which must be satisfactory to Mortgagee, of the Mortgaged Property, hazardous waste management practices and/or hazardous waste disposal sites used by Mortgagor, if any, and of compliance with all permits, consent orders, licenses, approvals, permissions or any of the like required for the operation of the Mortgaged Property or any business, process or activity thereon. Said audit and/or risk assessment must be by an environmental consultant satisfactory to Mortgagee. Should Mortgagor fail to perform said environmental audit or risk assessment within thirty (30) days of the Mortgagee's written request, Mortgagee shall have the right but not the obligation to retain an environmental consultant to perform said environmental audit or risk assessment. All costs and expenses incurred by Mortgagee in the exercise of such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand, or charged to Mortgagor's loan balance at the sole discretion of Mortgagee. Mortgagor agrees that in the event Mortgagee requests an audit pursuant to this subparagraph (f), and if such audit indicates such past or present use, generation, release, treatment, discharge, emission, escape, seepage, leakage, spillage, handling, storage, transportation, disposal, clean-up or presence, Mortgagee may, in its sole discretion, require that Mortgagor shall take all steps necessary to further define the nature of the Hazardous or Toxic Materials, any risks related to or resulting therefrom, and possible remedial measures; and thereafter may also

require that all violations of law with respect to Hazardous or Toxic Materials be corrected by Mortgagor and that Mortgagor obtain all necessary environmental permits and approvals associated therewith. Until all such permits and approvals so required are received by Mortgagee, Mortgagee shall have the absolute right not to fund any undisbursed proceeds of the loan.

(g) Any breach of any warranty, representation, covenant or agreement contained in this Paragraph 20 shall be an event of default hereunder and shall entitle Mortgagee to exercise any and all remedies provided in this Mortgage, or otherwise permitted by law.

25. Subrogation. To the extent of the indebtedness of Mortgagor to Mortgagee, Mortgagee is subrogated to the lien or liens and to the rights of any of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property which is paid and/or satisfied, in whole or in part, out of the proceeds of the principal amount of the Note, and the respective liens of said mortgages or other encumbrances shall be preserved (until satisfaction of this Mortgage) and shall pass to and be held by Mortgagee as further security for the indebtedness to Mortgagee which this Mortgage secures to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been assigned to Mortgagee by separate assignment, notwithstanding the fact that the same may be satisfied and canceled of record.

26. Changes to Mortgage. All changes, alterations, deletions or additions to the substance of any paragraph in this Mortgage which have been agreed to between Mortgagor and Mortgagee have been initialed by Mortgagor as additional proof of Mortgagor's consent.

27. Consent to Relief. Mortgagor agrees that in the event that Mortgagor shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended ("Bankruptcy Code"), (ii) be the subject of any order for relief issued under the Bankruptcy Code, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against Mortgagor for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency or relief for debtors, then, subject to any required court approval and in addition to any rights Mortgagee may have under this Mortgage, or any other instruments securing the Note, at law or in equity, Mortgagee shall thereupon be entitled and Mortgagor hereby irrevocably consents to relief from any automatic stay imposed by Section 362 of the Bankruptcy Code, under this Mortgage, or any other instruments securing the Note or otherwise, or against the exercise of the rights and remedies otherwise available to the Mortgagee and Mortgagor hereby irrevocably waives its right to object to such relief.

28. Governing Law. This Mortgage shall be governed by the laws of the State of Florida; provided, however, that the laws of the State of Alabama shall govern: (i) the creation and perfection, and the effect of perfection or non-perfection, of the security interest created by this Mortgage on portions of the Property; (ii) the creation and priority of the lien, encumbrance, or other interest in the Property granted or conveyed by this Mortgage; and (iii) the availability of and procedures applicable to any remedy hereunder. To the extent that this Mortgage may operate as a security agreement under the Uniform Commercial Code, Mortgagee, shall have all of the rights and remedies conferred therein for the benefit of a secured party. To the maximum extent permitted by law, Mortgagor hereby agrees that any actions or proceedings arising in connection with this Mortgage, may be tried and determined in the state and federal courts located in Florida, or, at the sole option of Mortgagee, in any other court in which Mortgagee shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. Mortgagor hereby expressly and irrevocably submits to the jurisdiction of the state

and federal courts located in Florida upon the person of the Mortgagor in any such suit, action, or proceeding arising, directly or indirectly, out of or relating to this Mortgage, the Note, or any of the Loan Documents. To the maximum extent permitted by law, Mortgagor hereby expressly waives any right it may have to assert the doctrine of *forum non conveniens* or to object to venue to the extent that any proceeding is brought in accordance with this Section.

29. No Partnership or Other Relationship. Mortgagor and Mortgagee hereby acknowledge and agree that Mortgagee is not, has never been, and shall not be deemed a partner or joint venturer of Mortgagor or any guarantor with respect to the Mortgaged Property, and that the relationship of Mortgagee to said parties is, has always been, and shall continue to be strictly the role of a lender. Mortgagor hereby (a) waives and relinquishes any and all claims, demands, counterclaims and/or defenses alleging the existence of any partnership, joint venture or other fiduciary relationship between any of Mortgagor and/or any guarantor and Mortgagee, and (b) agrees to indemnify and hold Mortgagee harmless against any and all losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other fees, costs and expenses that Mortgagee may sustain as the result of any such allegation by any person whomsoever.

30. Notices. Whenever Mortgagor or Mortgagee are obliged or otherwise seek to give notice to the other, such notice shall be in writing and shall be given personally or by prepaid certified mail, return receipt requested, or by Federal Express or other similar national overnight courier-type delivery service, to the respective party at its respective address set forth on the first page hereof; and in case of certified mail delivery notice shall be deemed effectively made when the receipt is signed or when the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified (any such notification shall be made in accordance with these notice provisions) and in case of Federal Express or other similar overnight courier delivery notice shall be deemed effectively made when the delivery is actually properly made.

31. Collateral Proceedings. If any action or proceeding shall be commenced by any person other than Mortgagee (except an action to foreclose this Mortgage, or to collect the indebtedness secured thereby) to which action or proceeding Mortgagee is made a party, or in which it shall become necessary to defend or uphold the lien of this Mortgage, all sums paid by Mortgagee for the expense of any such litigation (including attorneys' fees through all trial and appellate levels) shall be paid by Mortgagor, together with interest thereon at Default Rate, upon demand by Mortgagee. Mortgagor shall have the right to appoint such counsel for Mortgagee, provided such counsel shall be acceptable to Mortgagee, in its sole discretion.

32. Indemnification. Mortgagor agrees to, protect, indemnify, defend and hold Mortgagee and its directors, officers, agents, employees and attorneys harmless from and against any and all liability, loss, expense or damage of any kind or nature, including, without limitation, any liability or loss that may arise by reason of an incorrect legal description of the land, and from any suits, proceedings, claims, demands, or damages (including attorneys' fees and expenses paid or incurred in connection therewith) arising out of any matter, action, or inaction of Mortgagee in connection with the Note, this Mortgage, other documents securing the Note or the Mortgaged Property. This indemnification shall survive the full payment and performance of the obligations. This indemnification shall not apply to any intentional torts of Mortgagee or to the failure of Mortgagee to perform its obligations under the Note, this Mortgage or any of the other security documents.

33. Representations and Warranties. In order to induce Mortgagee to extend the credit secured hereby, Mortgagor represents and warrants that: (a) except as previously or concurrently disclosed in writing to Mortgagee, there are no actions, suits or proceedings pending or threatened against or affecting Mortgagor or any guarantor or any portion of the Mortgaged Property or involving the validity or enforceability of this Mortgage or the priority of its lien, before any court of law or equity or any tribunal, administrative board or governmental authority, and neither Mortgagor nor any guarantor is in

default under any other indebtedness or with respect of any order, writ, injunction, decree, judgment or demand or any court or any governmental authority; (b) the execution and delivery of this Mortgage and all other loan documents do not and shall not (i) violate any provisions of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to Mortgagor or any guarantor, nor (ii) result in a breach of, or constitute a default under, any indenture, bond, mortgage, lease, instrument, credit agreement, undertaking, contract or other agreement to which Mortgagor or any guarantor is a party or by which any of them or their respective properties may be bound or affected; (c) this Mortgage and all of the other loan documents constitute valid and binding obligations of Mortgagor, enforceable against Mortgagor in accordance with their respective terms; (d) all financial statements and reports of Mortgagor and any guarantor previously delivered to Mortgagee have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the correct respective financial conditions of the Maker or such guarantor, as the case may be, as of their respective dates, and the foregoing shall be true with respect to all financial statements and reports of Mortgagor and any guarantor delivered to Mortgagee hereafter; (e) there is no fact that Mortgagor or any guarantor have not disclosed to Mortgagee in writing that could materially adversely affect their respective properties, businesses or financial conditions or the Mortgaged Property; and (f) Mortgagor and any guarantor have duly obtained all permits, licenses, approvals and consents from, and made all filings with, any governmental authority (and the same have not lapsed nor been rescinded or revoked) which are necessary in connection with the execution or delivery or enforcement of this Mortgage or any of the other loan documents or the performance of any of the obligations of Mortgagor and any guarantor thereunder.

34. Marshalling; Non-Homestead.

(a) Mortgagor agrees that in case of a default, neither Mortgagor nor any one claiming by, through or under Mortgagor will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption law now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Mortgaged Property, or any part thereof, or the final and absolute placement into possession thereof immediately after such sale of the purchaser thereat. Mortgagor, for itself and all who may at any time claim by, through or under it, hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws and any and all right to have any of the properties or assets comprising the Mortgaged Property marshaled upon any such sale.

(b) Mortgagor hereby declares that the Mortgaged Property forms no part of any property owned, used or claimed by Mortgagor as exempted from forced sale under the laws of the State of Florida, and disclaims, waives and renounces all and every claim to exemption under any homestead exemption.

35. Time. Time is of the essence with respect to each and every covenant, agreement, and obligation of Mortgagor under this Mortgage or under the Note.

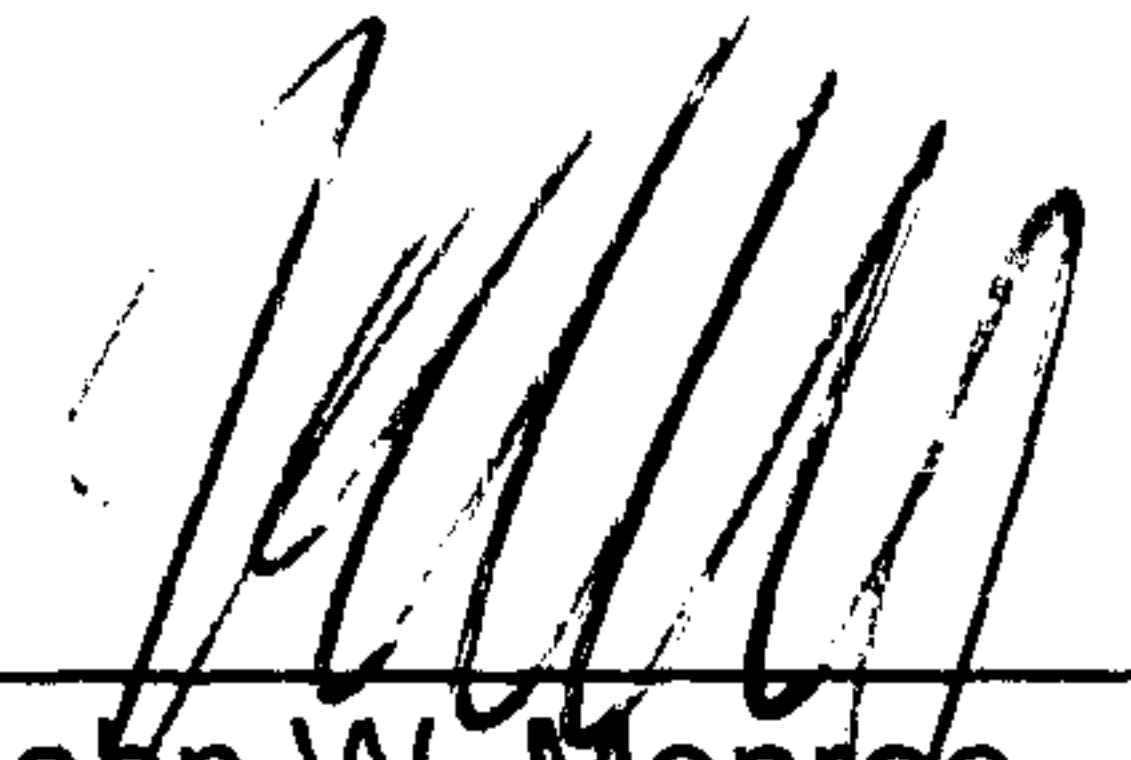
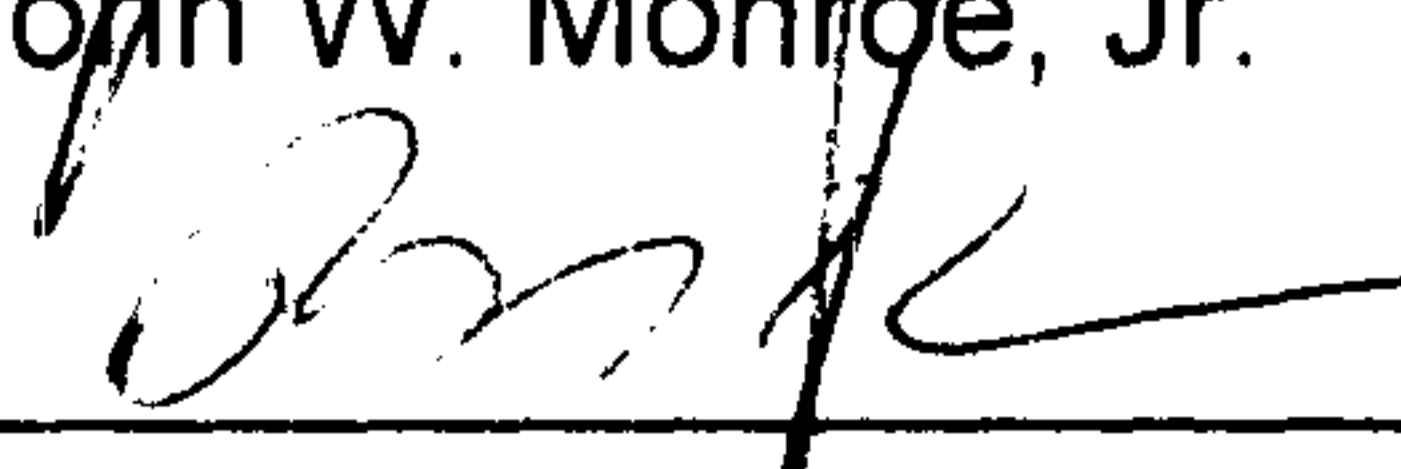
36. Joint and Several Liability. If more than one person or entity executes this Mortgage, each is and shall be jointly and severally liable hereunder; and if Mortgagor is a general partnership, then all partners of Mortgagor (and if Mortgagor is a limited partnership, then all general partners of Mortgagor) shall be jointly and severally liable hereunder, notwithstanding any contrary provision in the partnership laws of the State of Florida.

37. Waiver of Jury Trial. MORTGAGEE AND MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE MAKING THE LOAN OR EXTENSIONS OF CREDIT SECURED BY THIS MORTGAGE.

IN WITNESS WHEREOF, this First Mortgage and Security Agreement has been duly executed, delivered, and sealed by the Mortgagor on the date first above written.

Signed, sealed and delivered
in the presence of:

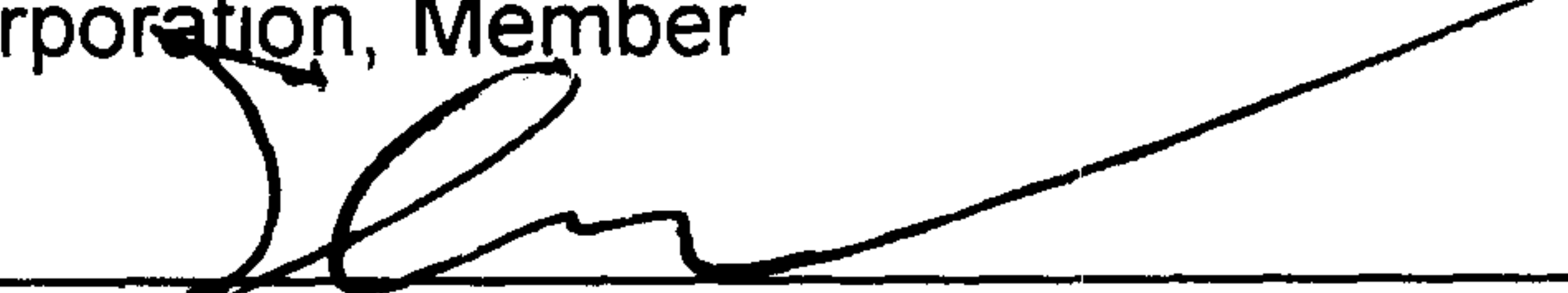

Name: John W. Monroe, Jr.

Name: **REBECCA F. KATES**

Mortgagor:

Adams Homes, LLC, an Alabama limited liability company

By: 
Name: Wayne L. Adams
Title: Manager and Member

Adams Homes of Northwest Florida, Inc., a Florida corporation, Member

By: 
Name: Wayne L. Adams
Title: President

Address: 3000 Gulf Breeze Parkway
Gulf Breeze, Florida 32563

STATE OF FLORIDA)
) ss.
COUNTY OF ESCAMBIA)

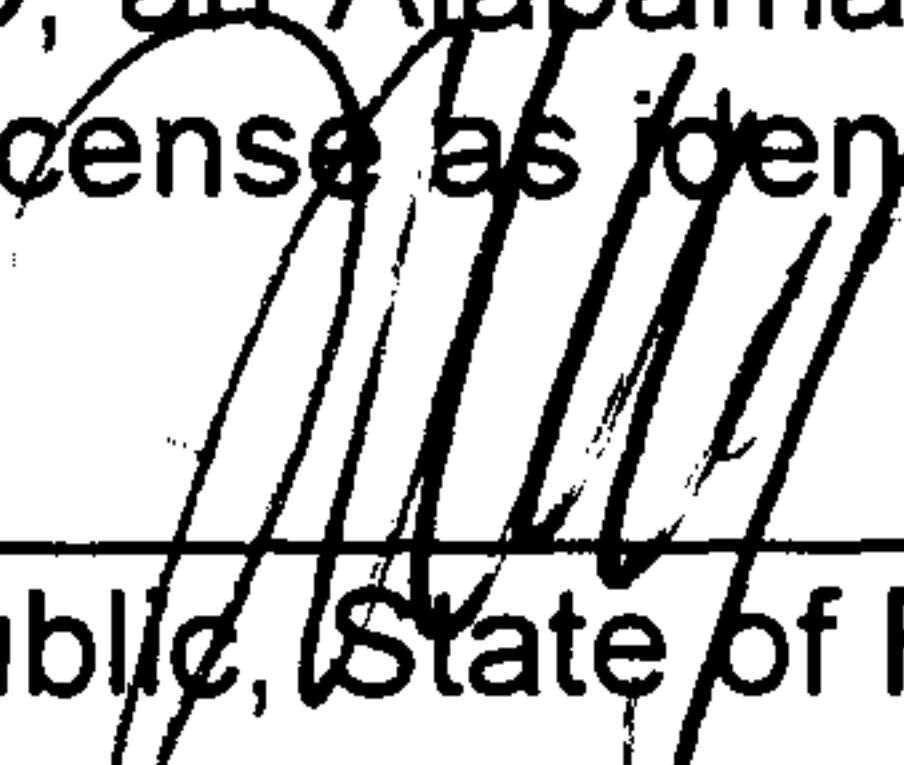
The foregoing instrument was acknowledged before me this 23rd day of December, 2005, by Wayne L. Adams, in his capacities as both Manager and Member of Adams Homes, LLC, an Alabama limited liability company, on behalf of the Company. He is personally known to me or has produced a Florida Driver's License as identification.


Notary Public, State of Florida
My Commission Expires: _____

 JOHN W. MONROE, JR.
My Commission DD 193344
Expires June 27, 2007

STATE OF FLORIDA)
) ss.
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 23rd day of December, 2005, by Wayne L. Adams, in his capacity as President of Adams Homes of Northwest, Florida, Inc., on behalf of the corporation, which corporation is a Member of Adams Homes, LLC, an Alabama limited liability company. He is personally known to me or has produced a Florida Driver's License as identification.


Notary Public, State of Florida
My Commission Expires: _____

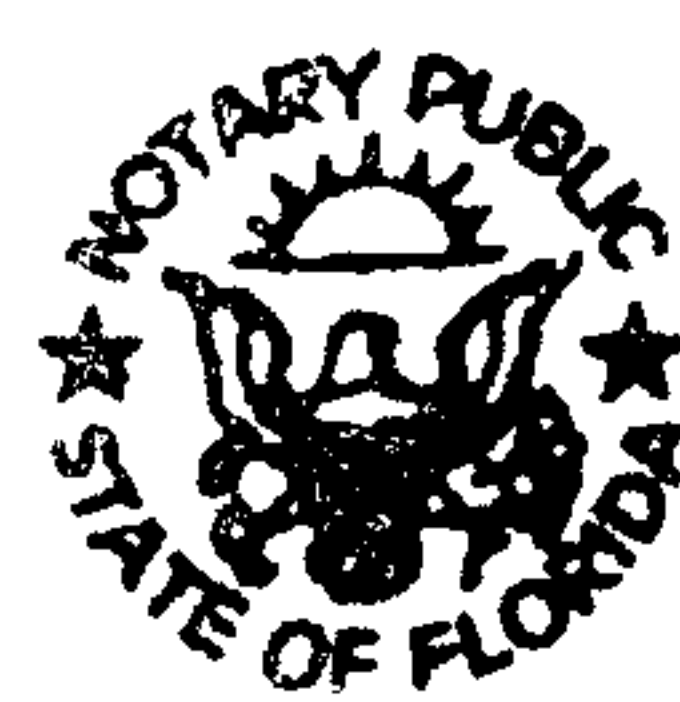
 JOHN W. MONROE, JR.
My Commission DD 193344
Expires June 27, 2007

Exhibit "A"


20060123000035250 15/17 \$2692.10
Shelby Cnty Judge of Probate, AL
01/23/2006 01:18:37PM FILED/CERT

Lots 86, 90 through 98, inclusive, Hidden Forest, according to the plat thereof, as recorded in Map Book 35, Page 117, in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT "B"

DESCRIPTION OF PERSONAL PROPERTY

All property rights of any kind whatsoever, whether real, personal, mixed, or otherwise and whether tangible or intangible, located in or upon, associated with, appurtenant to or used in the operation of the real property legally described in **Exhibit "A"** attached to the Mortgage to which this **Exhibit "B"** is attached including the following:

- (a) The abstract of title and all policies of title insurance covering said real property.
- (b) All subdivision improvements, goods, inventory, machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, together with any proceeds therefrom and any replacements thereof, usable in connection with any present or future occupancy of any building or other improvements thereon and now owned or hereafter acquired by Debtor, which items are now or may hereafter be located and situate on the real property, and all structures and improvements now or hereafter on said real property, together with all and singular the tenements, hereditaments, casements, and appurtenances thereunto belonging or in any way appertaining, and all of the estate, right, title, interest and all claims and demands whatsoever, as well in law as in equity, of Debtor, in and to the same, and every part and parcel thereof (hereinafter called "**Building Equipment**") including without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboard, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, window screens, screen doors, storm doors and windows, stoves, ranges, wall beds, refrigerators, attached cabinets, venetian blinds, storm shutters, partitions, ducts, compressors, bath tubs, sinks, water closets, water basins, faucets and other plumbing fixtures; and Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by Secured Party to confirm the paramount and superior priority of the lien of this instrument on any Building Equipment.
- (c) If the real property is now or shall hereafter be used for commercial purposes, then the furniture and furnishings and any replacements thereof which may be owned by Debtor and which are now or may hereafter be located upon the real property.
- (d) The hazard insurance policy and flood insurance policy covering the buildings and improvements on the real property, together with any and all extensions and replacements thereof, and any and all rights thereunder and proceeds thereof; any and all rights of subrogation provided by the Mortgage or arising thereunder; any monies in any escrow accounts established or accrued pursuant to any other document evidencing or securing the note secured by the Mortgage (the "**Loan Documents**"); any property or other thing of value acquired with or paid for by any future or further advances pursuant to the Loan Documents.
- (e) Any damages awarded pursuant to condemnation or eminent domain proceedings with respect to the real property.
- (f) All of Debtor's right, title and interest in and to any leases, whether presently in existence or hereafter executed, which in any manner affect or deal with the real property or any portion thereof, or any buildings or improvements presently situated or hereinafter constructed upon the real property.
- (g) All rent, income, revenues, issues and profits due or received presently or hereafter under the terms of any of the leases or from the real property. All accounts receivable.
- (h) All licenses, permits and other documents, if any are necessary or required by applicable governmental authority to conduct business at the real property.

(i) All contracts and contract rights relating to, and all proceeds derived from the sale of the real property, or any part thereof, or any improvements constructed or placed thereupon, including all deposits received in connection therewith.

together with all accessories, parts, equipment and accessions now attached to or used in connection therewith or which may hereafter at any time be placed in or added to the above-described property, and also any and all replacements of any such property.