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Arthur C. Murray
Judge of Probate
Calhoun County, Alabama

Prepared by:

Send Recorded Documents To:

Crystal Tanagho
Land America Commercial Services
3350 Riverwood Parkway, Suite 1895
Atlanta, Georgia 30339

MORTGAGE AND SECURITY AGREEMENT

STATE OF GEORGIA
COUNTY OF FULTON

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") is made this 31st day of January, 2006, by **DAVID D. HOUSE ENTERPRISES, INC.**, an Alabama corporation, **HOUSE PROPERTIES, LLC**, an Alabama limited liability company, **LEIGHTON CENTRE, LLC**, an Alabama limited liability company, and **DAVID D. HOUSE ENTERPRISES – JORDAN PLACE, LLC**, an Alabama limited liability company, (hereinafter collectively referred to as "Mortgagor") to **TRENTON FOOD LION SHOPPING CENTER, LLC**, a Georgia limited liability company, (hereinafter referred to as "Mortgagee");

WHEREAS, Mortgagor is indebted to Mortgagee for money loaned in the principal amount of ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000.00) ^a as evidenced by (i) that certain Promissory Note made by Mortgagor, **DOUGLASVILLE DEVELOPMENT PARTNERS, LLC**, a Georgia limited liability company, **SCISYS COMPUTER GROUP, INC.**, an Alabama corporation, and **DAVID HOUSE** in favor of Mortgagee dated of even date herewith in the principal amount of Eight Hundred Thousand and No/100ths Dollars (\$800,000.00) ("Mortgage Note"); and (ii) that certain Promissory Note made by **DOUGLASVILLE DEVELOPMENT PARTNERS, LLC** in favor of Mortgagee dated May 10, 2005 and modified pursuant to that certain Allonge to Promissory Note dated November 8, 2005 in the principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and guaranteed by Mortgagor pursuant to that certain Guaranty executed by Mortgagor in favor of Mortgagee dated of even date herewith ("Douglasville Note") (Mortgage Note and Douglasville Note are hereinafter collectively referred to as "Promissory Notes"); and

^a For Mortgage Tax purposes, the allocation for the Indebtedness of \$1,300,000.00 is as follows: (i) \$1,200,000.00 for Parcels II, III, IV, and V located in Calhoun County; and (ii) \$100,000.00 for Parcel I located in Shelby County. Tax to be paid in Calhoun County.

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WHEREAS, Mortgagor is desirous of securing the prompt payment of the indebtedness evidenced by said Promissory Notes, including, without limitation, the principal and the installments of interest therein provided for.

W I T N E S S E T H :

That for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, and to secure the payment of the aggregate sum of money named in the Promissory Notes of even date herewith, hereinafter mentioned, together with interest thereon and all renewals, amendments, modifications and extensions, if any, thereof, and all other sums of money secured hereby as hereinafter provided, the Mortgagor does hereby mortgage, bargain, grant, convey and assign unto the Mortgagee the following described real estate of which Mortgagor is now seized and possessed, and in actual possession, which real estate is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof (such real property hereinafter referred to as the "Land"),

TOGETHER with all buildings, structures and other improvements now or hereafter located on the Land, or any part or parcel thereof, and

TOGETHER with all rights, title, and interest of Mortgagor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements (and all products and proceeds thereon) now or hereafter on said property or above the same or any part or parcel thereof; and

TOGETHER with all tenements, hereditaments, easements and appurtenances thereunto or unto any part thereof now or hereafter belonging or in any wise appertaining, and all streets, strips and gores of land, alleys, passages, ways, water courses, and all leasehold estates, rights-of-way, easements and covenants now existing or hereafter created for the benefit of Mortgagor or any subsequent owner or tenant of the Land, and all rights to enforce the maintenance thereof, and all other rights, privileges and liberties of whatsoever kind or character, and the reversions and remainders thereof, and all estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Mortgagor in and to the Land or any part thereof, and

TOGETHER with all building materials, fixtures, building machinery and building equipment delivered on site to the Land during the course of or in connection with the construction, reconstruction or remodeling of any of the aforesaid buildings, structures, or other improvements, and

TOGETHER with all personal property of every kind and description, and all apparatus, chattels, and fixtures, now or hereafter erected or placed in or upon the Land or any improvement thereon or now or hereafter attached to or used in connection with the Land or any improvement thereon, and all additions thereto and all replacements thereof, whether or not the same have or would become part of the Land by attachment thereto, including without limiting the generality of the foregoing, all furnaces, heaters, gas and electric light fixtures, refrigerating, ventilating, incinerating, garbage disposal and air conditioning apparatus and equipment, all elevators, screens, doors, awnings, blinds, drapes, carpets, floor coverings, furnishings, appliances, washers, dryers, furniture, refrigerators, stoves, storm windows, fire extinguishers, vehicles,

inventory, supplies, gas and oil tanks and equipment, pipes, wires and plumbing and also all shrubbery, crops, timber or plants now or hereafter located on the Land or improvements, all of which shall to the extent permitted by law be considered as annexed to or forming a part of the Land (all of which is hereinafter referred to as the "Equipment"), and

TOGETHER with all monies and proceeds (hereinafter referred to collectively as the "Proceeds") derived by Mortgagor from the Land, Equipment, or said apparatus, chattels, fixtures, buildings, structures, improvements, leases, tenant contracts, rental agreements, contracts, licenses, permits, rents, issues or profits, including but not limited to all rents, refunds, rebates, tenant reimbursements, condemnation awards and proceeds of the sale of, insurance on or other borrowings secured in whole or in part by any of the Land, Equipment, or said apparatus, chattels, fixtures, buildings, structures, improvements, leases, tenant contracts, rental agreements, contracts, licenses, permits, rents, issues and profits; reserving only the right to Mortgagor to collect the Proceeds (but not prior to accrual thereof) (except as otherwise provided herein) so long as no Event of Default, as hereinafter defined, shall have occurred, and

TOGETHER with all books and records, the benefit of any deposits or payments now or hereafter made by Mortgagor or on behalf of Mortgagor, all trade names, trademarks, service marks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land, Equipment or Proceeds or any part thereof or are now or hereafter acquired by Mortgagor; all tenant security deposits, pet deposits and other deposits, and all other general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land, Equipment or Proceeds (all of which is hereinafter referred to as the "Intangibles");

TO HAVE AND TO HOLD the said bargained property (all of which is collectively referred to herein as the "Premises") unto Mortgagee forever.

1. Indebtedness Secured. This Mortgage secures the prompt and timely payment of the following (hereinafter referred to collectively as the "Indebtedness"):

(i) the indebtedness evidenced by the Promissory Notes and all sums now or hereafter payable hereunto, under the Promissory Notes or under any other instrument now or hereafter evidencing or securing the indebtedness evidenced by the Promissory Notes, together with all renewals, extensions, consolidations and modifications of any thereof; and

(ii) any and all other indebtedness now owing or which may hereafter be owing by Mortgagor to Mortgagee, now existing or hereafter coming into existence, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due or to become due hereunder, under the Promissory Notes, or under any of the Loan Documents, as hereinafter defined; and

(iii) any and all additional advances made and expenses incurred by Mortgagee to protect or preserve the Premises or the lien hereof on the Premises, or for tax assessments or insurance premiums as hereinafter provided; and



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(iv) any and all modifications, extensions and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; and (ii) modifications, extensions or renewals at a different rate of interest whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note.

This Mortgage also secures the full and timely performance of the covenants, conditions and agreements herein, in the Promissory Notes, and other Loan Documents.

For purposes hereof, "Loan Documents" are the Promissory Notes, the Closing Statement executed in connection with the \$800,000.00 loan and \$500,000.00 loan contemplated herein, the Secretary's Certificate, and all other documents executed in connection with said loans.

**MORTGAGOR FURTHER COVENANTS AND AGREES WITH
MORTGAGEE AS FOLLOWS:**

2. Title of Mortgagor. Mortgagor is well and lawfully seized and possessed of the Premises with a good and indefeasible title in fee simple; Mortgagor has the right and power to encumber the same as herein provided; and Mortgagor will warrant and defend the Premises against all claims and demands whatsoever. The Premises is not Mortgagor's homestead.

3. Payment of Indebtedness. Mortgagor will pay or cause to be paid when due the Indebtedness and all other sums secured hereby.

4. Maintenance. Mortgagor shall keep the Premises protected and in good order, repair and condition at all times, reasonable wear and tear excepted, promptly replacing, restoring or rebuilding to its original condition any part thereof which may become lost, destroyed or unsuitable for use for any reason, including fire, storm, or other casualty. Mortgagor will immediately notify Mortgagee if any part of the Premises is damaged by fire or other casualty.

5. Insurance. Mortgagor shall keep the Premises and the interests and liabilities incident to the ownership, possession and operation thereof insured in manner and form, with companies, and for sums and periods satisfactory to Mortgagee and in connection therewith, shall procure for, deliver to and maintain for the benefit of Mortgagee during the term of this Mortgage, original paid-up insurance policies containing standard non-contributory mortgagee clauses satisfactory to Mortgagee, insuring against loss from casualty, flood, rent loss, liability and such other risks as Mortgagee may require; provided however, Mortgagee makes no representations that such insurance will be sufficient to cover any loss. All insurance policies are to be held by and, to the extent of its interests, are to be for the benefit of and first payable in case of loss to Mortgagee, and Mortgagor shall deliver to Mortgagee a new policy as replacement for any expiring policy at least thirty (30) days before the date of such expiration. All amounts recoverable under any such policy are hereby assigned to Mortgagee and in the



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event of a loss the amount collected may, at the option of Mortgagee, after deducting therefrom Mortgagee's reasonable attorneys' fees and other expenses incurred in the collection and administration thereof, be used in such one or more of the following ways and in such order as Mortgagee in its discretion shall determine: (i) applied upon the Indebtedness, whether the Indebtedness or any part thereof then be matured or unmatured, (ii) used to fulfill any of Mortgagor's covenants and agreements contained herein as Mortgagee may determine, (iii) used to replace or restore the Premises or any part thereof to a condition satisfactory to Mortgagee, or (iv) released to Mortgagor. Mortgagee is hereby irrevocably appointed by Mortgagor as attorney-in-fact of Mortgagor, at Mortgagee's option, to adjust or compromise any loss under any insurance policies maintained pursuant to this paragraph, to collect and receive the proceeds from any such policy or policies, and to assign any policy without accounting for any unearned premium thereon in the event of the foreclosure of this Mortgage or a conveyance by Mortgagor in lieu of any such foreclosure.

6. Compliance with Laws. Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

7. Taxes and Assessments. Mortgagor will pay, before the same become delinquent, all taxes, assessments, water, sewer and other rents, charges, excises, levies, license fees, permit fees and all other charges (in each case, whether general or special, ordinary or extraordinary, or foreseen or unforeseen) of every character (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon the Premises or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and will submit to Mortgagee such evidence of the due and punctual payment of all such taxes, assessments, and charges as Mortgagee may require. Mortgagor will pay all taxes, assessments and charges which may be levied on the Promissory Notes or the ownership thereof or the interest thereon, or on this Mortgage or the ownership thereof (including without limitation, any intangibles, privilege, mortgage or documentary tax levied by the State of Alabama), excepting the Federal Income Tax imposed under the laws of the United States of America and any Income Tax imposed under the laws of any State. Provided further however, if for any reason payment by Mortgagor of any such taxes, assessments and charges should be unlawful or if the payment thereof would constitute usury or render the Indebtedness wholly or partially usurious under any of the terms or provisions of the Promissory Notes, or this Mortgage, or otherwise, Mortgagee may, at its option, declare the entire amount secured by this Mortgage, with interest thereon, to be due and payable ninety (90) days after notice is given to Mortgagor of the exercise of such option, or Mortgagee may, at its option, pay that amount or portion of such taxes, assessments and charges as render the Indebtedness unlawful and usurious, in which event Mortgagor shall concurrently therewith pay the remaining lawful and nonusurious portion or balance of said taxes, assessments and charges. Provided, however, Mortgagor shall not be in breach of Mortgagor's covenants under this paragraph with respect to any tax, assessment or charge while Mortgagor is in good faith contesting the same and provided during such contest no portion of the Premises is at risk of forfeiture and any liens on or affecting the Premises are released (by payment, bonding or otherwise) within 15 days after the date of filing thereof.

8. Performance by Mortgagee. If Mortgagor fails to observe or perform any of Mortgagor's covenants set forth in this Mortgage, then Mortgagee, at its option, may perform and observe the same, and all reasonable payments made and costs incurred by Mortgagee in connection therewith, and reasonable attorney's fees, shall be secured hereby, and, upon demand, shall be repaid by Mortgagor, with interest thereon at the rate of the default rate provided in the Promissory Notes, calculated from the date any such payment is made. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, without thereby becoming liable to Mortgagor or any person or entity in possession holding under Mortgagor.

9. Waste or Alteration. Mortgagor (i) will not commit waste or permit impairment or deterioration of the Premises; (ii) shall not abandon the Premises; (iii) shall keep the Premises, including improvements, fixtures, equipment, machinery and appliances that may be now or hereafter located thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Premises when necessary to keep such items in good repair; (iv) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Premises, the security of this Mortgage or the rights or powers of Mortgagee hereunder. Neither Mortgagor nor any other person shall remove, demolish or alter any improvements hereafter erected on the Premises or any fixture, equipment, machinery or appliance in or on the Premises except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

10. Condemnation. Mortgagor hereby assigns to Mortgagee all awards hereafter made by virtue of any exercise of the right of condemnation or eminent domain by any authority, including any award for damages to or taking of title to the Premises or any part thereof, or the possession thereof, or any right of easement affecting the Premises or appurtenant thereto (including any award for any change of grade of streets), and the proceeds of all sales in lieu of condemnation. Mortgagor, immediately upon obtaining knowledge of the institution, or the proposed, contemplated or threatened institution, of any action or proceeding for the taking through condemnation of the Premises or any part thereof will notify Mortgagee, and Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute, through counsel selected by Mortgagee, in its own name or in Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith, and the reasonable expenses thereof shall be secured hereby, and, upon demand, shall be repaid by Mortgagor. Mortgagee, at its option, is hereby authorized to collect and receive all such awards and the proceeds of all such sales and to give proper receipts and acquittances therefor and Mortgagee, at its election, may use such awards and proceeds in any one or more of the following ways and in such order as Mortgagee in its discretion shall determine: (i) apply the same or any part thereof upon the Indebtedness whether then matured or unmatured, (ii) use the same or any part thereof to fulfill any of the covenants and agreements of Mortgagor hereunder as Mortgagee may determine, (iii) pay the same or any part thereof to Mortgagor for the purpose of replacing, restoring or altering the Premises to a condition satisfactory to Mortgagee, or (iv) release the same to Mortgagor. Mortgagor agrees to execute and deliver such other instruments as Mortgagee may require evidencing the assignment of all such awards and proceeds to

Mortgagee. Any excess of such award after Mortgagee applies the same as aforesaid shall be refunded by Mortgagee to Mortgagor.

11. Mortgagee's Expenses. If Mortgagee is made a party to or appears as a party plaintiff or defendant in any suit, action, dispute, or proceeding affecting the Premises, the Promissory Notes, any amount secured hereby, or the validity or priority of this Mortgage, then Mortgagor shall, upon demand, reimburse Mortgagee for all reasonable expenses incurred by Mortgagee by reason of any such suit, action, dispute or proceeding, including reasonable attorney's fees, and the same shall be secured hereby.

12. Subrogation of Mortgagee. Mortgagee shall be subrogated to any encumbrance, lien, claim or demand (including all the rights therein and security for the payment thereof) paid or discharged with the proceeds of the Indebtedness, or by Mortgagee under the provisions hereof, and each of them is hereby preserved and shall pass to and be held by Mortgagee as further security for the Indebtedness.

13. Use of the Premises. During the existence of this Mortgage, Mortgagor will at all times develop and operate the Premises as a shopping center and for purposes incidental thereto, and will not alter or change the use of the Premises or abandon the Premises without the prior written consent of Mortgagee. Mortgagor shall keep and maintain all licenses required by all applicable governmental authorities and to operate the Premises as a shopping center.

14. Prior Liens/Development Fees/Additional Indebtedness. (a) Mortgagor will not permit any part of the Premises to become subject to any security interest, mortgages, conditional sale contract, title retention arrangement or other charge or lien except for liens in favor of Mortgagee or subordinate liens approved by Mortgagee in writing, which approval may be withheld in Mortgagee's sole and absolute discretion.

(b) Mortgagor shall not incur any additional indebtedness secured by the Premises or any portion of the Premises, sell, transfer, assign, lease, pledge or otherwise convey any of the Premises or any interest in the Premises or permit or agree to the sale, transfer, assignment, lease, pledge or other conveyance of any of the Premises, without the prior written consent of Mortgagee.

15. Escrow of Taxes and Insurance. Mortgagor shall pay to Mortgagee, to the extent requested by Mortgagee, on the first day of each month, such amounts as Mortgagee from time to time estimates as necessary to create and maintain a reserve fund from which to pay, before the same become due, all taxes, assessments, liens or charges on or against the Premises, and premiums for insurance required hereunder to be paid by Mortgagor. Such reserve funds shall be held by Mortgagee, free of interest, and free of any liens or claims on the part of creditors of Mortgagor and as part of the security of Mortgagee. Such funds shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Mortgagee. Payments from said reserve fund for said purposes may be made by Mortgagee at its discretion even though subsequent owners of the Premises may benefit thereby. Upon the occurrence of an Event of Default hereunder, any part or all of said reserve fund may in Mortgagee's discretion be applied to any part of the Indebtedness, and in refunding any part of said reserve fund, Mortgagee may deal with whomever is represented to be the owner of the Premises at that time.

16. Interest Rate Upon Default; Attorney Fees. Subsequent to the occurrence of an Event of Default and the acceleration of the Indebtedness evidenced by the Promissory Notes, the principal of the Promissory Notes then outstanding shall bear interest at the post-maturity or default rate of interest provided in the Promissory Notes. In the event the Promissory Notes or any amount secured hereby is collected by suit or through an attorney, Mortgagor agrees to pay all costs of collection, including, but not limited to, reasonable attorney's fees in connection with the protection or realization of collateral or in connection with any of Mortgagee's collection efforts, whether or not suit on the Promissory Notes or any foreclosure proceeding hereunder is filed, and all such costs and expenses shall be due and payable on demand and shall be a part of the Indebtedness and secured hereby.

17. Conveyance of Premises. Mortgagor hereby acknowledges to Mortgagee that (i) the identity and expertise of Mortgagor were and continue to be material circumstances upon which Mortgagee has relied in connection with, and which constitute valuable consideration to Mortgagee for, extending to Mortgagor the indebtedness evidenced by the Promissory Notes, and (ii) any change in such identity or expertise could materially impair or jeopardize the security for the payment of the Promissory Notes granted to Mortgagee by this Mortgage. Mortgagor therefore covenants and agrees with Mortgagee, as part of the consideration for extending to Mortgagor the indebtedness evidenced by the Promissory Notes, that Mortgagor shall not encumber, pledge, lease, convey, transfer or assign any or all of the Premises or any of Mortgagor's interest therein without Mortgagee's prior written consent, which consent may be withheld or conditioned in Mortgagee's sole and absolute condition. Mortgagor shall reimburse Mortgagee for all reasonable costs actually incurred by Mortgagee in giving its consent under this paragraph.

18. Books, Records, Accounts and Annual Reports. Mortgagor will keep and maintain or will cause to be kept and maintained, at Mortgagor's cost and expense, proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Premises and in connection with any services, equipment or furnishings provided in connection with the operation of the Premises. Mortgagee, by Mortgagee's agents, accountants and attorneys, shall have the right from time to time to examine such books, records and accounts at the office of Mortgagor or such other person or entity maintaining such books,

records and accounts and to make copies or extracts thereof as Mortgagee shall desire and to discuss Mortgagor's affairs, financings and accounts with Mortgagor at such reasonable times as may be requested by Mortgagee.

(a) Mortgagor shall deliver to Mortgagee:

(i) within 90 days after each calendar year-end, current financial statements of Mortgagor for such calendar year and if requested by Mortgagee, such statements shall be certified at Mortgagor's cost and expense by an independent certified public accountant acceptable to Mortgagee; and

(ii) copies of Mortgagor's federal income tax returns within 30 days of the date such returns are filed.

(b) Mortgagor shall furnish or cause to be furnished to Mortgagee such other additional financial information on Mortgagor as may, from time to time, be reasonably required by Mortgagee in a form and substance reasonably satisfactory to Mortgagee.

19. Inspection of Premises. Mortgagee and any person authorized by Mortgagee shall have the right at any time and from time to time to enter upon and inspect the Premises, including all books and records with respect thereto, and Mortgagor shall make the same available for such purpose. Mortgagor shall be available, at such reasonable times as may be requested by Mortgagee, to meet with Mortgagee and its agents, accountants and attorney's to discuss Mortgagor's affairs, finances and accounts.

20. [Intentionally Omitted].

21. Suits to Protect Premises. Mortgagee shall have the power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Premises by any acts which may be unlawful or constitute an Event of Default under this Mortgage, (ii) to preserve or protect its interest in the Premises and in the incomes, rents, issues, profits and revenues arising therefrom and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Mortgagee.

22. Zoning Change. Mortgagor shall not initiate, join in, or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof without the express written consent of Mortgagee.

23. Further Assurances. Mortgagor shall execute and deliver (and pay the costs of preparation and recording thereof) to Mortgagee and any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, mortgages, security agreements, financing statements, assignments and renewal and substitution Promissory Notes, so as to reaffirm, to correct, and to perfect the evidence of the obligations hereby secured

and the legal security title and lien of Mortgagee to all or any part of the Premises intended to be hereby conveyed and granted, whether now conveyed, later substituted for, or acquired subsequent to the date of this Mortgage, and extensions or modifications thereof. Mortgagor hereby authorizes Mortgagee to file without Mortgagor's signature thereon such financing statements as Mortgagee from time to time deems appropriate to protect, preserve, perfect, maintain or continue any security interest granted Mortgagee by this Mortgage.

24. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(i) Mortgagor fails to pay as and when the same shall become due and payable any installment of principal or interest, or of principal and interest, or any part thereof, or any other amount payable under the Promissory Notes; or

(ii) Mortgagor fails to pay when and as due and payable any part of the Indebtedness or

(iii) The Premises is subjected to actual or threatened waste which Mortgagee determines in its reasonable judgment may have a materially adverse affect on the Premises; or

(iv) Any suit shall be filed against Mortgagor which if adversely determined, could reasonably be expected substantially to impair the ability of Mortgagor to perform each and every one of Mortgagor's obligations under and by virtue of any documents to which Mortgagor is a party evidencing, securing or otherwise relating to the Indebtedness; or

(v) Mortgagor shall (A) apply for or consent to the appointment of a receiver, trustee or liquidator of Mortgagor or any of Mortgagor's property or assets, (B) admit in writing its inability to pay its debts as they mature, (C) make a general assignment for the benefit of creditors, (D) be adjudicated a bankrupt or insolvent, (E) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or (F) take action for the purpose of effecting any of the foregoing; or (ii) an order, judgment or decree shall be entered without the application, approval or consent of Mortgagor by any court of competent jurisdiction, approving a petition seeking reorganization of Mortgagor or of all or a substantial part of his properties or assets, or appoint a receiver, trustee or liquidator of any of them and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) days; or

(vi) The assignment for the benefit of creditors of Mortgagor or the admission in writing of an inability to pay its debts generally as they become due by Mortgagor;

(vii) At any time any representation, warranty or statement made by Mortgagor herein or by Mortgagor in any Loan Document shall be incorrect or misleading in any material respect; or

(viii) Any lien for labor, materials or taxes (except for ad valorem taxes not yet due and payable) or otherwise shall be filed against the Premises, and not be released (by payment, bonding or otherwise) within fifteen (15) days after the date of filing thereof; or

(ix) The occurrence of a "default" or "Event of Default" (as defined therein) under any of the other Loan Documents; or

(x) Mortgagor transfers, sells, conveys, assigns, leases or further encumbers all or any portion of the Premises or all or any portion of Mortgagor's rights, title or interest in the Premises without the prior written consent of Mortgagee, which consent may be withheld or conditioned in Mortgagee's reasonable discretion; or

(xi) A levy shall be made under any process on, or a receiver be appointed for the Premises or any part thereof or any other property of Mortgagor; or

(xii) [Intentionally Omitted].

(xiii) Mortgagee reasonably suspects the occurrence of a default or Event of Default and Mortgagor, upon request of Mortgagee, shall fail to provide evidence reasonably satisfactory to Mortgagee that such default or Event of Default has not in fact occurred; or


(xiv) The insolvency in bankruptcy or in equity of Mortgagor; or

(xv) Mortgagor fails to perform or observe, keep or comply with any other term, covenant or agreement contained herein.

Any notice, cure or grace periods contained herein shall run concurrently and not consecutively with any notice, cure or grace periods contained in any other of the Loan Documents.

25. Acceleration of Maturity. If an Event of Default shall have occurred (such uncured Event of Default being referred to as a "Default"), and such Event of Default is not cured within the applicable cure period, then the entire Indebtedness shall, at the option of Mortgagee, immediately become due and payable without notice or demand, time being of the essence of this Mortgage; and no omission on the part of Mortgagee to exercise such option when entitled to do so shall be construed as a waiver of such right.

26. Right to Enter and Take Possession. (a) If a Default shall have occurred, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Premises and to the extent permitted by law, Mortgagee, in person or by agent or by court-appointed receiver, may enter and take possession of all of the Premises, and may exclude Mortgagor and Mortgagor's agents and employees wholly therefrom, and may have joint access with Mortgagor to the books, papers and accounts of Mortgagor, and may take any and all steps which may be desirable in the Mortgagee's judgment to manage and operate the Premises,



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and Mortgagee may apply any rents, royalties, income or profits collected against the Indebtedness secured by this Mortgage without in any way curing or waiving any Default to the Mortgagor;

(b) If Mortgagor shall for any reason fail to surrender or deliver the Premises or any part thereof after such demand by Mortgagee, Mortgagee may obtain a judgment or decree conferring upon Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of the Premises to Mortgagee, and Mortgagor hereby specifically covenants and agrees that Mortgagor will not oppose, contest or otherwise hinder or delay Mortgagee in any action or proceeding by Mortgagee to obtain such judgment or decree. Mortgagor will pay to Mortgagee, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to Mortgagee, its attorneys' and agents, and all such expenses and compensation shall, until paid, become part of the Indebtedness and shall be secured by this Mortgage. In the event that all such interest, deposits and principal installments and other sums due under any of the terms, covenants, conditions and agreements of this Mortgage shall be paid and all Events of Default shall be cured, and as a result thereof Mortgagee surrenders possession of the Premises to Mortgagor, the same right of taking possession shall continue to exist if any subsequent Event of Default shall occur.

27. Performance by Mortgagee. If Mortgagor shall default in the payment, performance or observance of any term, covenant or condition of this Mortgage, Mortgagee may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by Mortgagee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the interest rate of the default rate provided in the Promissory Notes. Mortgagee shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

28. Receiver. If a Default shall have occurred, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Premises and to collect and apply the incomes, rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Alabama. Mortgagor will pay to Mortgagee upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this Paragraph 28, and any such amounts paid by Mortgagee shall be added to the Indebtedness and shall be secured by this Mortgage.

MORTGAGOR HEREBY SPECIFICALLY WAIVES THE RIGHT TO OBJECT TO THE APPOINTMENT OF A RECEIVER AS AFORESAID AND HEREBY EXPRESSLY CONSENTS THAT SUCH APPOINTMENT SHALL BE MADE AS AN ADMITTED EQUITY AND AS A MATTER OF ABSOLUTE RIGHT OF MORTGAGEE.

29. Foreclosure, Sale and Further Remedies. (a) If, after applicable notice and grace, if any, the Mortgagor remains in default, then Mortgagee may, at its continuing option, and without further notice to or demand upon Mortgagor, take any of the following actions:

(i) Bring a court action at law or in equity (1) to foreclose this Mortgage or (2) to enforce its provisions or any of the indebtedness or obligations secured by this Mortgage, either or both, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of Mortgagee's right to institute or maintain the other, provided that Mortgagee shall have only one payment and satisfaction of the Indebtedness;

(ii) Cause any or all of the Premises to be sold under the power of sale granted by this Mortgage in any manner permitted by applicable law;

(iii) Exercise any other right or remedy available under law or in equity;

(iv) Whether or not possession is taken of the Premises, sell the Premises (or such part or parts thereof as Mortgagee may from time to time elect to sell) at public outcry to the highest bidder for cash between the legal hours for sale in front of the courthouse door in the county where said Premises is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) consecutive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the property so purchased. Mortgagee may bid at said sale and purchase said Premises, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Premises may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Mortgagee may elect in its sole discretion.

(b) At any foreclosure sale any part or all of the Premises, 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. If the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Premises in parts or parcels, sale thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Premises not previously sold shall have been sold or all the Indebtedness shall have been paid in full. The Mortgagor hereby waives any equitable rights otherwise available to Mortgagor with respect to marshaling of assets hereunder.

(c) All remedies contained in this Mortgage are cumulative, and the Mortgagee also has all other remedies provided by law or in any other agreement between the Mortgagor and the Mortgagee. No delay or failure by the Mortgagee to exercise any right or remedy under this Mortgage will be construed to be a waiver of that right or remedy or of any default by the Mortgagor. The Mortgagee may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

(d) Mortgagor will pay all of the Mortgagee's expenses incurred in any efforts to enforce any terms of this Mortgage, whether or not any lawsuit is filed, including but not limited to reasonable legal fees and disbursements, foreclosure costs and title charges.

30. Purchase by Mortgagee. Upon any foreclosure sale or upon a sale or sales of all or any portion of the Premises under the power herein granted, Mortgagee may bid for and purchase the Premises and shall be entitled to apply all or any part of the Indebtedness as a credit to the purchase price.

31. Application of Proceeds of Sale. In the event of any foreclosure sale or in the event of a sale or sales of all or any portion of the Premises under the power herein granted, the proceeds of any such sale shall be applied as follows:

(i) First, to payment of the costs and expenses of the sale, including but not limited to Mortgagee's fees, reasonable legal fees and disbursements, title charges and transfer taxes and payment of all expenses, liabilities and advances of the Mortgagee, together with interest at the rate provided under the Promissory Notes on all advances made by the Mortgagee.

(ii) Second, to payment of all sums expended by the Mortgagee under the terms of this Mortgage and not yet repaid, together with interest on such sums at the rate equal to the default rate provided in the Promissory Notes.

(iii) Third, to payment of the Indebtedness and obligations secured by this Mortgage in any order that the Mortgagee chooses.

(iv) Fourth, the remainder, if any, to the person or persons appearing of record to be the owner of the Premises.

32. Mortgagor as Tenant Holding Over. In the event of any foreclosure sale, or in the event of a sale or sales of all or any portion of the Premises under the power herein granted, Mortgagor shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

33. Discontinuance of Proceedings. In case the Mortgagee shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Mortgagee, then and in every such case the Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

34. Remedies Cumulative; Waiver. (a) Each of the rights of Mortgagee under this Mortgage or the Promissory Notes and each and every other document or instrument now or hereafter evidencing or securing the Indebtedness, is separate and distinct from and cumulative to all other rights herein and therein granted, and no such right shall be in exclusion of any other.



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(b) No delay or omission by Mortgagee or by any holder of the Promissory Notes to exercise any right, power or remedy accruing upon any breach or Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such breach or Event of Default, or acquiescence therein, and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to, or of, any breach or Event of Default by Mortgagor in the performance of the obligations of Mortgagor hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies of Mortgagee hereunder.

(c) No act or omission by Mortgagee shall release, discharge, modify, change or otherwise affect the original liability under the Promissory Notes, this Mortgage or any other obligation of Mortgagor or any subsequent purchaser of the Premises or any part thereof, or any guarantor, or preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any Default then made or of any subsequent Event of Default, or alter the security title, security interest or lien of this Mortgage except as expressly provided in an instrument or instruments executed by Mortgagee. Without limiting the generality of the foregoing, Mortgagee may: (i) grant forbearance or an extension of time for the payment of all or any portion of the Indebtedness; (ii) take other or additional security for the payment of the Indebtedness, (iii) waive or fail to exercise any right granted hereunder or in the Promissory Notes; (iv) release any part of the Premises from the security interest or lien of this Mortgage or otherwise change any of the terms, covenants, conditions or agreements of the Promissory Notes or this Mortgage; (v) consent to the filing of any map, plat or replat affecting the Premises; (vi) consent to the granting of any easement or other right affecting the Premises; (vii) make or consent to any agreement subordinating the security title, security interest or lien hereof; or (viii) take or omit to take any action whatsoever with respect to the Promissory Notes, this Mortgage, the Premises or any document or instrument evidencing, securing or in any way relating to the Indebtedness; all without releasing, discharging, modifying, changing or affecting any such liability or precluding Mortgagee from exercising any such right, power or privilege affecting the security title, security interest or lien of this Mortgage. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Premises, Mortgagee, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Premises or the Indebtedness, or with reference to any of the terms, covenants, conditions or agreements hereof as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing and/or discharging any liabilities, obligations or undertakings.

35. Assignment by Mortgagee. This Mortgage is assignable by Mortgagee, and any assignment of the same by Mortgagee shall operate to vest in such assignee the legal title to the Premises and all rights and powers herein conferred.

36. Construction. Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage, the Promissory Notes and any and all other instruments now or hereafter evidencing or securing the Indebtedness. The pronouns used herein shall include the masculine, feminine and neuter genders and the singular and plural forms where the context so requires. As used herein the terms "Mortgagor" and "Mortgagee" shall include the named Mortgagor and the named Mortgagee and their respective legal representatives, heirs, successors-in-title and permitted assigns. Provided, however, with respect to Mortgagor, this section 36 is subject to restrictions on assignments contained elsewhere herein.

37. Intentionally Omitted.

38. Waiver of Appraisement, Valuation, Etc. Mortgagor agrees, to the full extent permitted by law, that in the case of an Event of Default hereunder, neither Mortgagor nor any one claiming through or under Mortgagor will set up, claim or seek to take advantage of any moratorium, reinstatement, forbearance, appraisement, valuation, stay, extension, exemption or redemption laws now or hereafter enforced, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, of the absolute sale of the Premises, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Mortgagor, for himself and all who may at any time claim through or under him, hereby assigns to Mortgagee and waives (to the full extent that it may lawfully do so) the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Mortgage marshaled upon any foreclosure or sale under the power herein granted.

39. Waiver of Homestead. Mortgagor hereby waives and renounces all homestead and exemption rights provided for by the Constitution and laws of the United States and of any state, in the Premises against the collection of the Indebtedness, or any part thereof.

40. Invalid Provisions. If any provision of this Mortgage or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid or unenforceable, the validity and enforceability of the remainder of this Mortgage, and of the application of any such provision, paragraph, sentence, clause, phrase or word in other circumstances, shall not be affected thereby, it being intended that all rights, powers and privileges of Mortgagee hereunder shall be enforceable to the fullest extent permitted by law.

41. Notice. Any and all notices, elections or demands permitted or required to be made under this Mortgage or the Promissory Notes shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, or sent by registered or certified mail, to the other party at the address set forth below, or at such other address as may be supplied in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of giving of such notice, election or demand. For the purpose of this Mortgage and the Promissory Notes

The address of Mortgagor is:

David D. House Enterprises, Inc.
Attn: David House

1674 Hillyer Robinson Parkway South
Oxford, Alabama 36203

House Properties, LLC
Attn: David House
1674 Hillyer Robinson Parkway South
Oxford, Alabama 36203

Leighton Centre, LLC
Attn: David House
1674 Hillyer Robinson Parkway South
Oxford, Alabama 36203

David D. Enterprises, LLC – Jordon Place, LLC
Attn: David House
1674 Hillyer Robinson Parkway South
Oxford, Alabama 36203

The address of Mortgagee is:

Trenton Food Lion Shopping Center, LLC
Attn: Sanjay Patel
11623 Laurel Avenue
Loma Linda, California 92354

or such other address as any party hereto may give the other pursuant to the provisions hereof.

42. Limit of Validity. If from any circumstance whatever fulfillment of any provision of this Mortgage or the Promissory Notes, at the time performance of such provision shall be due, shall involve transcending the limit of validity then prescribed by any applicable usury statute or any other law, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Promissory Notes that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity and, in the event of such reduction, the unpaid balance of the principal sum of the Indebtedness, together with all accrued interest thereon, and any other sums advanced hereunder or under the Promissory Notes by the Mortgagee, shall, at the option of the Mortgagee, notice of exercise of said option being hereby waived, forthwith become due and payable, without any notice or demand whatsoever. In no event shall Mortgagor, or Mortgagor's heirs, assigns, legal representatives, or successors, be bound to pay for the use, forbearance or detention of the money loaned and secured hereby, interest of more than the legal limit, the right to demand any such excess being expressly waived by Mortgagee. The provisions of this paragraph shall control every other provision of this Mortgage and the Promissory Notes.

43. Headings. The headings of the paragraphs of this Mortgage are for the convenience of reference only, are not to be considered as part hereof and shall not limit or otherwise affect any of the terms hereof.

44. No Oral Change. This Mortgage may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of the change or termination is sought.

45. Hazardous Substances. Mortgagor (a) has no knowledge (i) of the permanent placement, burial or disposal of any Hazardous Substances (as hereinafter defined) on the Premises; (ii) of any spills, releases, discharges, leaks or disposal of Hazardous Substances that have occurred or are presently occurring on, under, or onto the Premises; or (iii) of any spills, releases, discharges, leaks or disposal of Hazardous Substances that have occurred or are occurring off of the Premises as a result of Mortgagor's improvement, operation or use of the Premises which would result in noncompliance with any of the Environmental Laws (as hereinafter defined); (b) is and has been in compliance with all applicable Environmental Laws; (c) knows of no pending or threatened environmental civil, criminal or administrative proceedings against Mortgagor relating to Hazardous Substances; (d) knows of no facts or circumstances that would give rise to any future civil, criminal or administrative proceeding against Mortgagor relating to Hazardous Substances; and (e) will not permit any of Mortgagor's employees, agents, contractors, subcontractors, or any other person occupying or present on the Premises to generate, manufacture, store, dispose or release on, about or under the Premises any Hazardous Substances which would result in noncompliance with the Environmental Laws. As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes, materials, compounds, pollutants and contaminants (including, without limitation, asbestos, polychlorinated biphenyls, and petroleum products) which are included under or regulated by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et seq. and the Clean Air Act, 42 U.S.C. Sec. 7401, et seq. and any other federal, state or local statute ordinance, law, code, rule, regulation or order regulating or imposing liability or standards of conduct regarding Hazardous Substances (the "Environmental Laws"), but does not include the permanent or temporary storage or disposal of household hazardous substances, which are thereby exempt from or do not give rise to any violation of the aforementioned Environmental Laws.

46. Security Agreement Under UCC. This Mortgage shall also constitute a "security agreement" as that term is defined in the Uniform Commercial Code as enacted in the State of Alabama (sometimes hereinafter referred to as the "U.C.C.") with respect to the Equipment and Contracts, and/or any part thereof, and any other items included in the Premises which are governed by the U.C.C. and creates a security interest in Mortgagee in the Equipment and Contracts and such other personal property. Mortgagee may file (and to the extent permitted by law, at Mortgagee's option, without execution by Mortgagor) such financing statements as Mortgagee may deem appropriate from time to time to protect, perfect or preserve any security interest granted hereby. Compliance with U.C.C. requirements relating to personal property shall not be construed as altering in any way the rights of Mortgagee as determined by this instrument under any other statutes or laws of the State of Alabama, but is declared to be solely for the protection of Mortgagee in the event that such compliance is at any time held to be necessary to preserve the priority of Mortgagee's security interests in the Equipment and Contracts and other personal property against any other claims.



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47. Applicable Law and Jurisdiction. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama. Mortgagor agrees that, at the option of Mortgagee, the United States District Court for the district in which the Land is located or any court of competent jurisdiction of the state in which the Land or any portion of the Land is located shall have jurisdiction in any action, suit or other proceeding arising out of or relating to any act taken or omitted hereunder or the enforcement of this Mortgage and Mortgagor shall not assert in any such action, suit or other proceeding that it is not personally subject to the jurisdiction of the courts described above, that the action, suit or other proceeding is brought in an inconvenient forum or that the venue of the action, suit or proceeding is improper. In addition to and without limiting the generality of the foregoing, Mortgagor irrevocably and unconditionally submits to the non-exclusive jurisdiction of any court of competent jurisdiction of the state in which the Land is located and any United States District Court for the district in which the Land or any portion of the Land is located, and Mortgagor irrevocably and unconditionally agrees that any process or notice of motion or other application to any of said courts may be served upon Mortgagor in the manner prescribed in this Mortgage for the giving of notices or by personal notice or other service as allowed by law. Mortgagor further agrees to comply with all requirements necessary to give such courts in personal jurisdiction.

48. Mortgagee's Liability. No action shall be commenced by Mortgagor for any claim against Mortgagee under the terms of this Mortgage unless notice thereof, specifically setting forth the claim of Mortgagor, shall have been given to Mortgagee within sixty (60) days after Mortgagor shall have first become aware of the act, omission or event which allegedly gave rise to such claim, and failure to give such notice shall constitute a waiver of any such claim.

49. Property Tax Reporting. If requested by Mortgagee in writing, within 60 days of the final due date, Mortgagor will each year during the term of this Mortgage furnish to Mortgagee a copy of the paid property tax receipts on the Land.

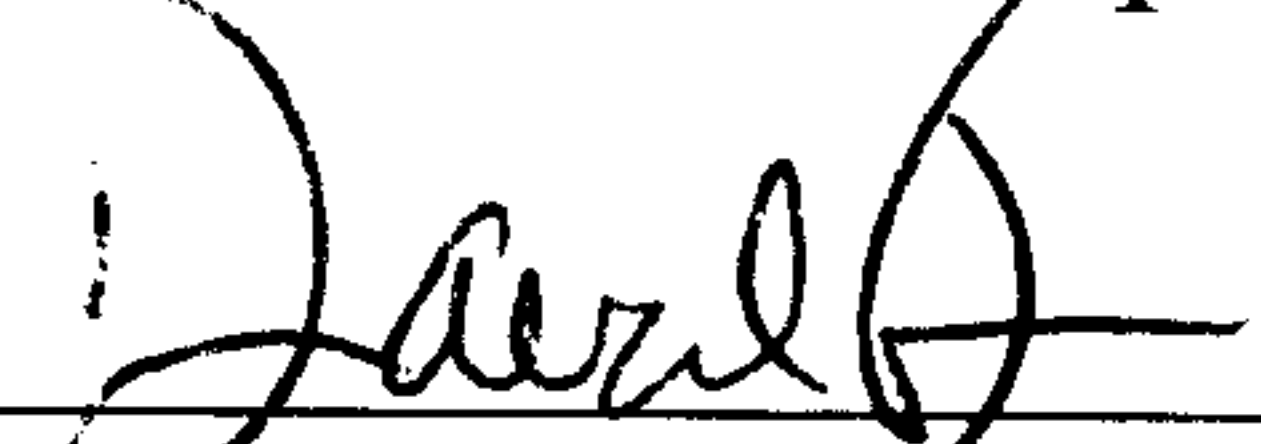
50. Acknowledgment by Mortgagor. **MORTGAGOR HEREBY DECLARES THAT MORTGAGOR HAS READ THIS MORTGAGE, HAS RECEIVED A TRUE, CORRECT AND COMPLETE COPY OF THIS MORTGAGE AND HAS EXECUTED AND DELIVERED THIS MORTGAGE AS OF THE DATE AT THE TOP OF THE FIRST PAGE HEREOF.**

[Remainder of Page Intentionally Left Blank]

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IN WITNESS WHEREOF, the undersigned has executed this Mortgage and Security Agreement, under seal, and delivered same the day and year first above written.

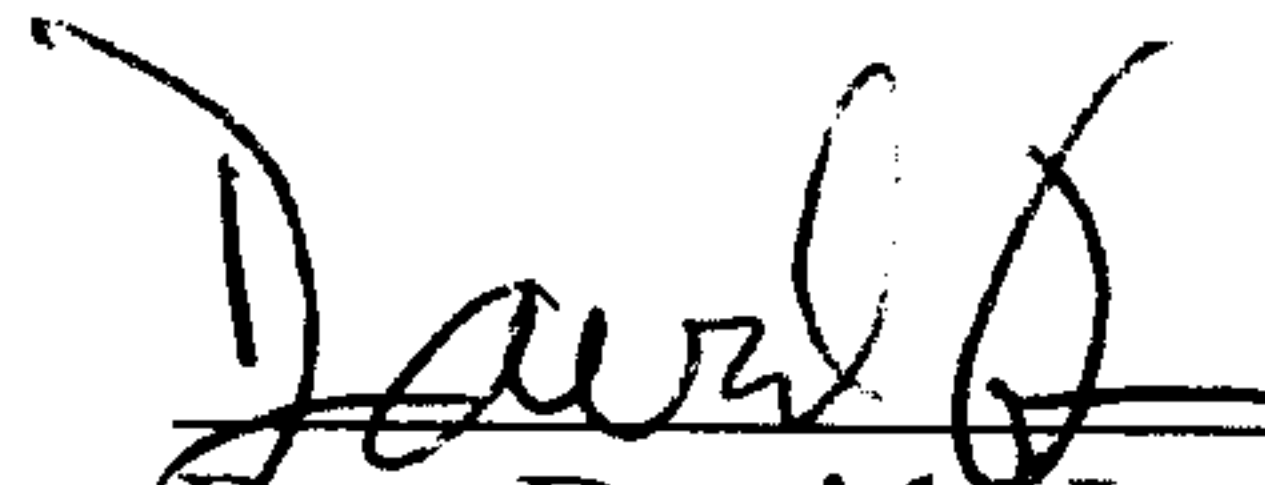
DAVID D. HOUSE ENTERPRISES, INC.
 an Alabama corporation



By: David House

Its: President

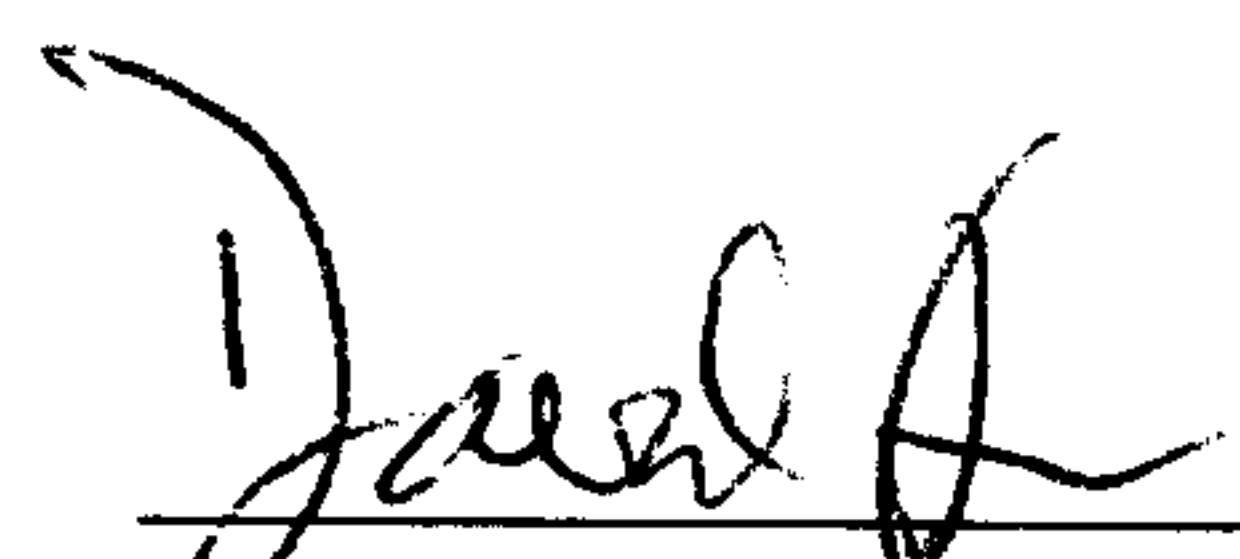
HOUSE PROPERTIES, LLC
 an Alabama limited liability company



By: David House

Its: Sole Member

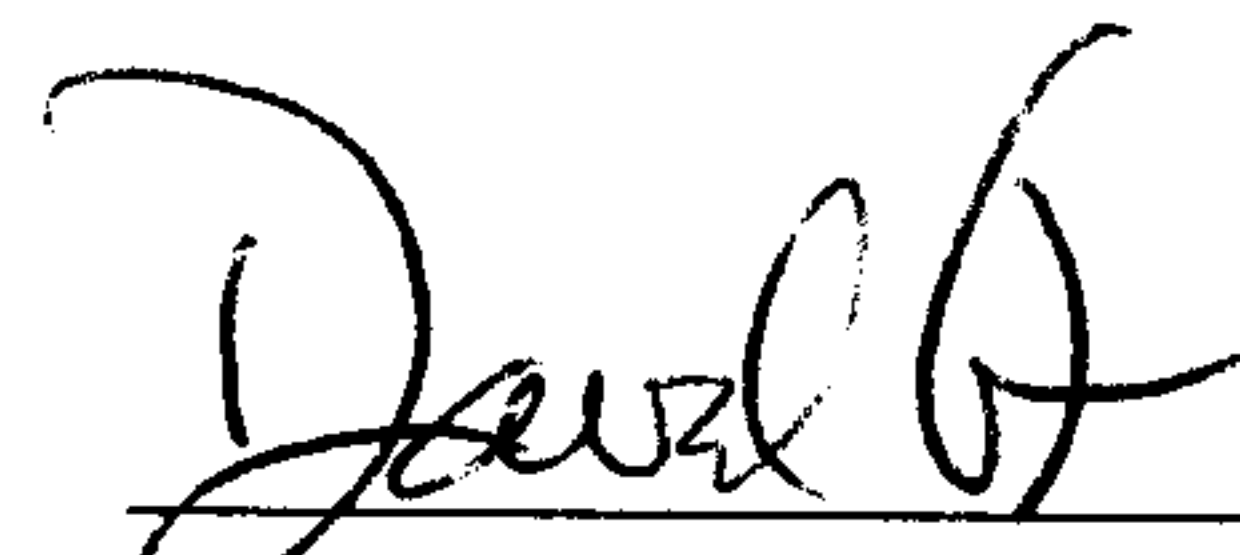
LEIGHTON CENTRE, LLC
 an Alabama limited liability company



By: David House

Its: Sole Member

DAVID D. HOUSE ENTERPRISES
- JORDAN PLACE, LLC.
 an Alabama limited liability company



By: David House

Its: Sole Member

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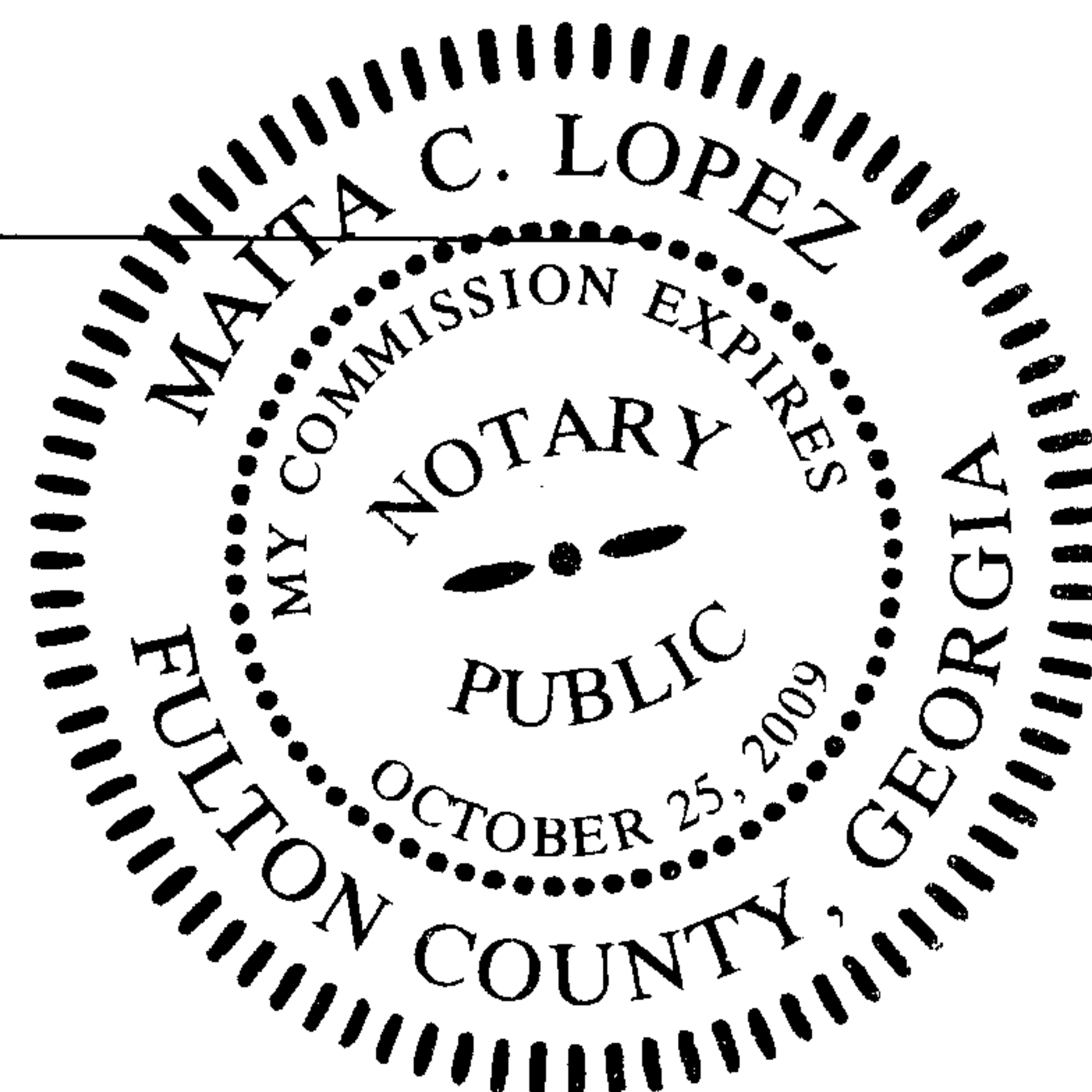
STATE OF GEORGIA
 COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that DAVID HOUSE, the President DAVID D. HOUSE ENTERPRISES, INC., whose name is signed to the foregoing Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily for and on behalf of DAVID D. HOUSE ENTERPRISES, INC. as its personal act and deed on the date the same bears date.

Given under my hand and seal of office this 31st day of January, 2006.

M. C. Lopez

Notary Public
 My Commission Expires:
 [NOTARY SEAL]



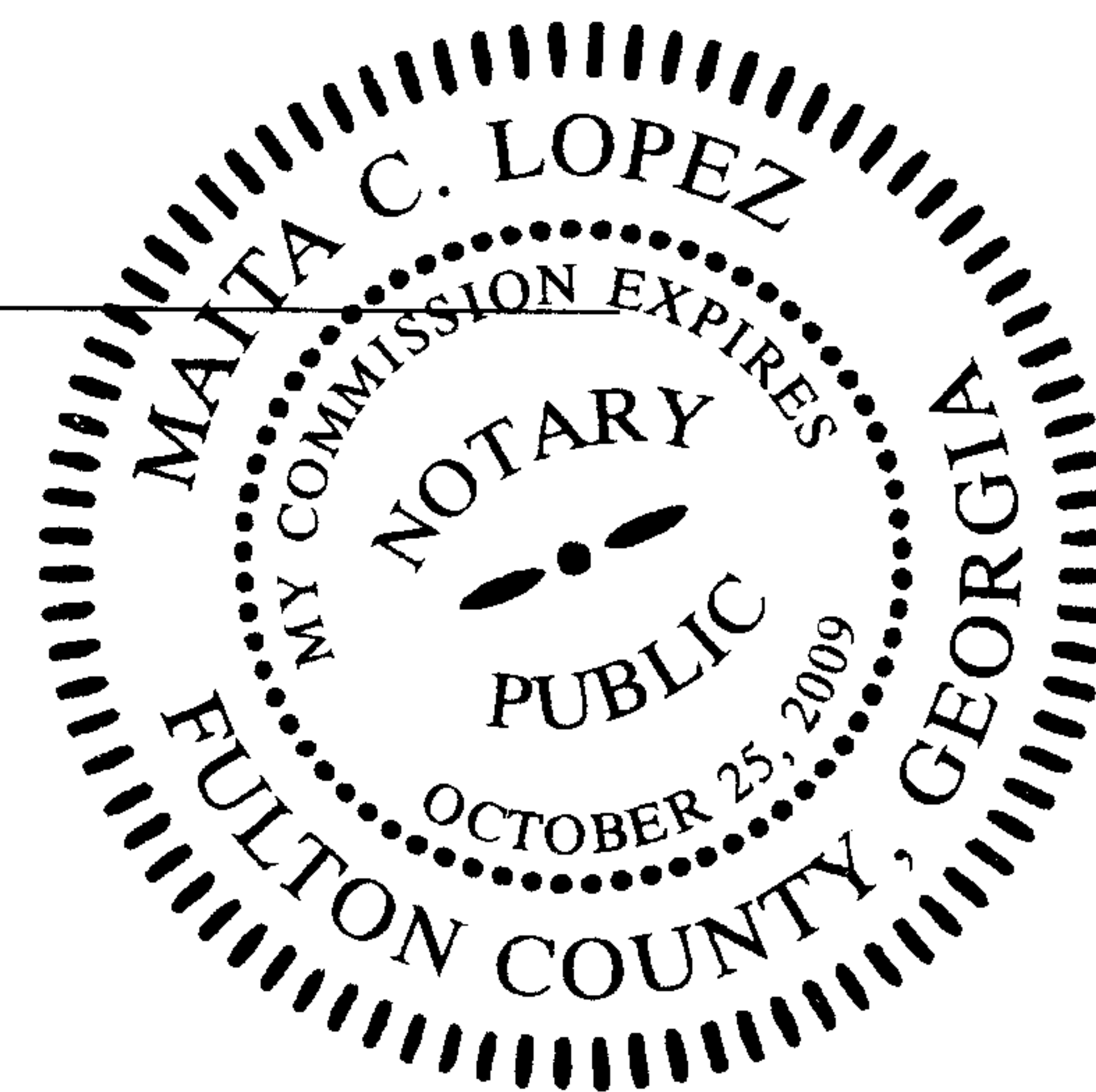
STATE OF GEORGIA
 COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that DAVID HOUSE, the Sole Member of HOUSE PROPERTIES, LLC, whose name is signed to the foregoing Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily for and on behalf of HOUSE PROPERTIES, LLC as its personal act and deed on the date the same bears date.

Given under my hand and seal of office this 31st day of January, 2006.

M. C. Lopez

Notary Public
 My Commission Expires:
 [NOTARY SEAL]

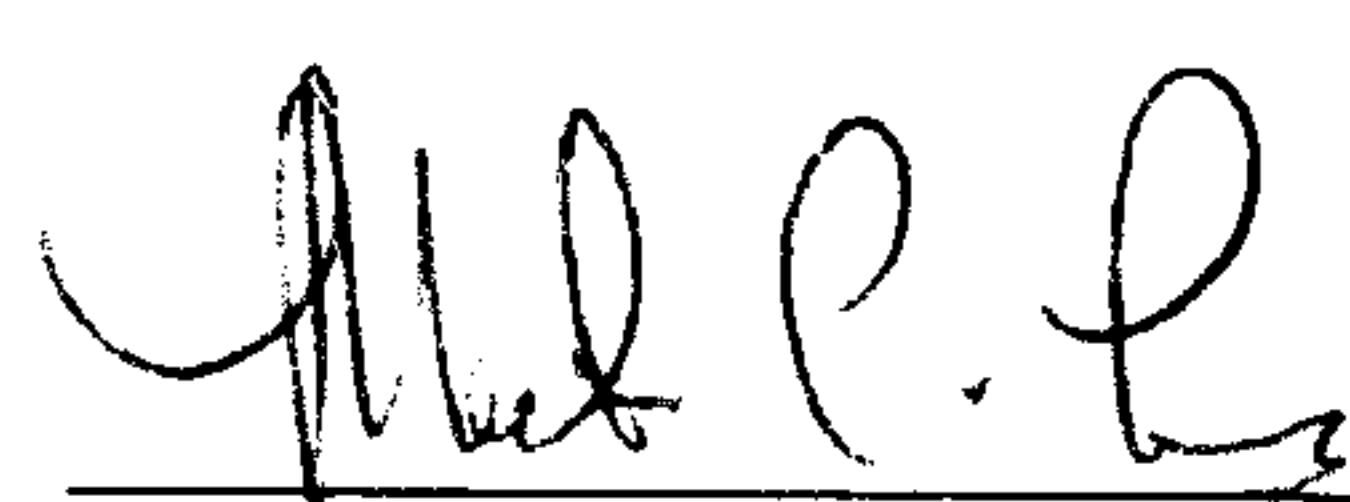


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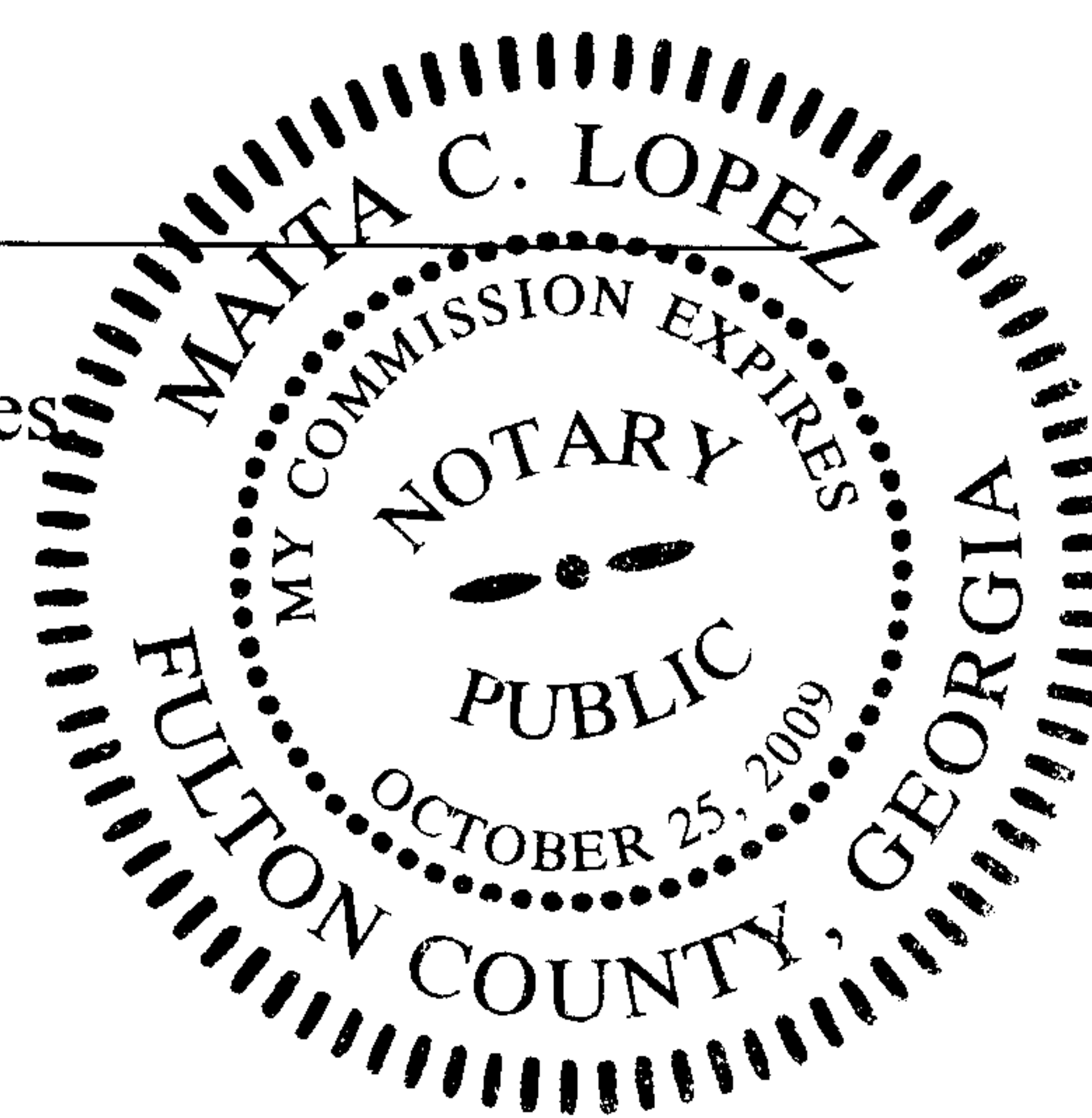
STATE OF GEORGIA
 COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that DAVID HOUSE, the Sole Member of LEIGHTON CENTRE, LLC, whose name is signed to the foregoing Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily for and on behalf of LEIGHTON CENTRE, LLC as its personal act and deed on the date the same bears date.

Given under my hand and seal of office this 31st day of January, 2006.



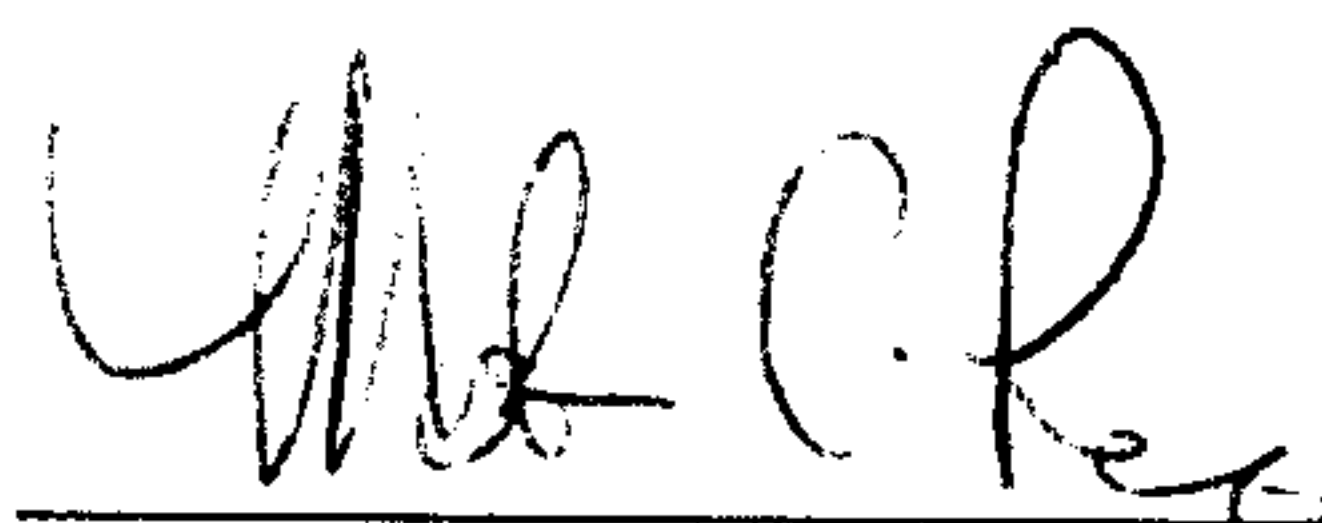
Notary Public
 My Commission Expires
 [NOTARY SEAL]



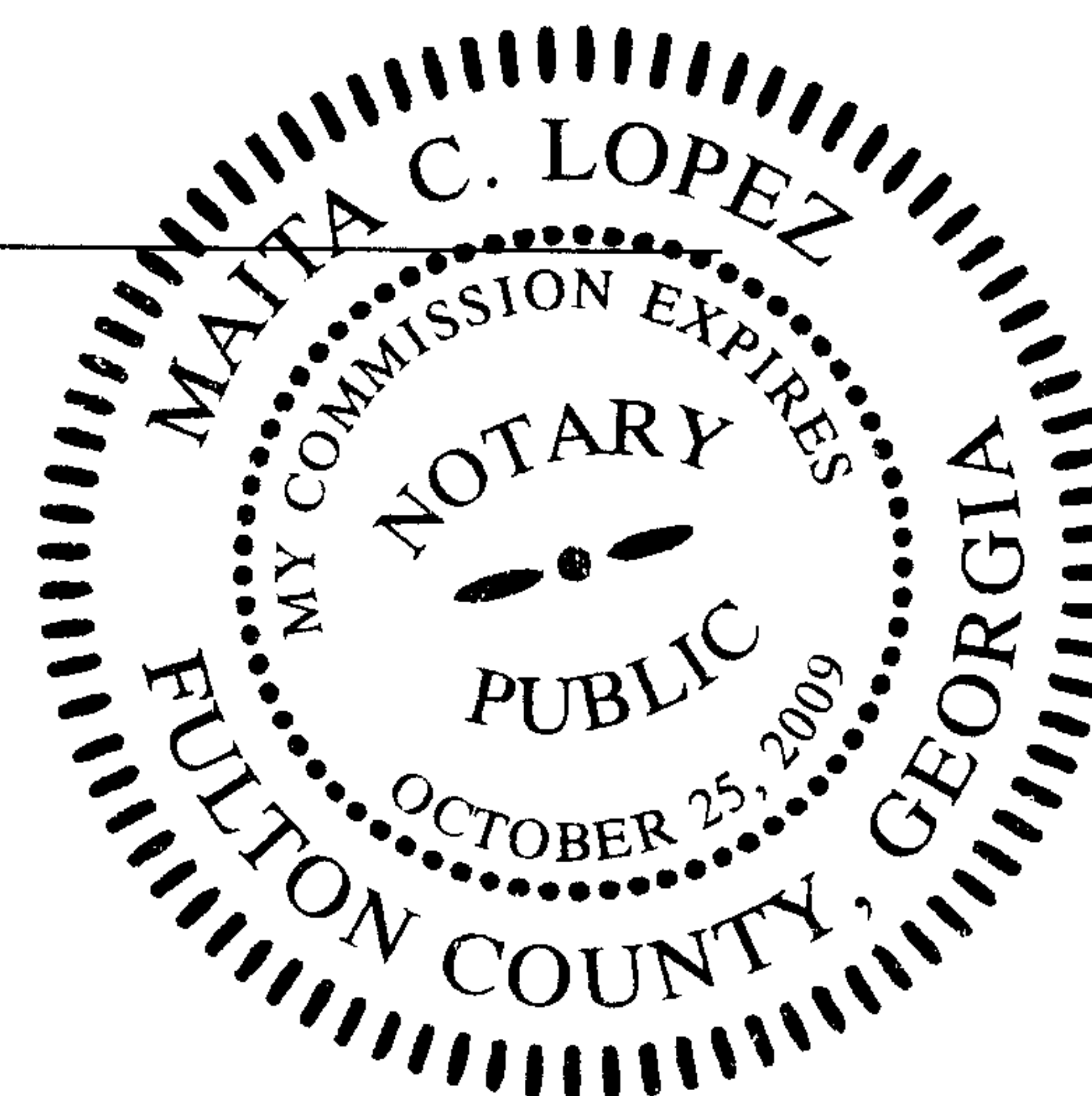
STATE OF GEORGIA
 COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that DAVID HOUSE, the Sole Member of DAVID D. HOUSE ENTERPRISES – JORDON PLACE, LLC, whose name is signed to the foregoing Mortgage and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily for and on behalf of DAVID D. HOUSE ENTERPRISES – JORDON PLACE, LLC as its personal act and deed on the date the same bears date.

Given under my hand and seal of office this 31st day of January, 2006.



Notary Public
 My Commission Expires:
 [NOTARY SEAL]





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MORT 4348 284

EXHIBIT "A"

Land

Exhibit "A"

Legal Description



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PARCEL I:

A tract of land situated in the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West; thence North along the East line of said section, 283.46 feet; thence 90 degrees 00 minutes 00 seconds left 729.70 feet to a point on the West right-of-way line of Parkway Office Circle, and also the point of beginning; thence 40 degrees 23 minutes 12 seconds left, leaving said right of way line 262.29 feet; thence 30 degrees 38 minutes 09 seconds right, 303.59 feet; thence 92 degrees 43 minutes 07 seconds right, 328.01 feet; thence 82 degrees 20 minutes 48 seconds right, 495.17 feet to the West right-of-way line of Parkway Office Circle; thence 95 degrees 48 minutes 12 seconds right, 89.70 feet along said right-of-way line to the beginning of a curve to the left, said curve having a central angle of 18 degrees 34 minutes 36 seconds and a radius of 460.00 feet; thence along the arc of said curve and said right-of-way 149.14 feet to the point of beginning; situated, lying and being in Shelby County, Alabama.

Exhibit "A"

Legal Description


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PARCEL II:

A parcel of property being a portion of Lots 1 and 2, of Block G, as shown on the plat of Blue Pond Subdivision Area II, as recorded in the Probate Office of Calhoun County, Alabama, at Plat Book L, Page 49, more particularly described as follows:

Beginning at a point on the North line of said Lot 2 which is a distance of 115 feet West of the Northeast corner of said Lot 1; thence West along the North line of said Lot 2, a distance of 50 feet to a point; thence South, parallel to the East line of said Lot 2, a distance of 528 feet, more or less, to the North line of "Kay" Street or the extension of Day Street, not open; thence East along the North line of said Kay or Day Street a distance of 165 feet to the Southeast corner of said Lot 1; thence North along the East line of said Lot 1 to a point which is a distance of 150 feet South of the Northeast corner of said Lot 1; thence West parallel to the North line of said Lots 1 and 2, a distance of 115 feet to a point; thence North a distance of 150 feet to the point of beginning; situated in Oxford, Calhoun County, Alabama.

Less and Except: That parcel of property conveyed to the State of Alabama in Book 1902, Page 824, Probate Office of Calhoun County, Alabama, for widening of Highway 78 being the Northerly 39 feet of that portion of Lot 2, of Block G, contained within the property hereinabove described.

Exhibit "A"

Legal Description



20060213000072650 26/28 \$95.00
Shelby Cnty Judge of Probate, AL
02/13/2006 03:47:58PM FILED/CERT

PARCEL III:

The north 63 feet of Lot 8 and Lots 9 through 12, inclusive, Block 119, according to the map of Anniston City Land Company recorded in Plat Book A, Pages 416a and 416b, in the Probate Office of Calhoun County, Alabama.

Exhibit "A"

Legal Description



20060213000072650 27/28 \$95.00
Shelby Cnty Judge of Probate, AL
02/13/2006 03:47:58PM FILED/CERT

PARCEL IV:

Lot 7 and 8, Block 35, according to the plat or survey of Anniston City Land Company recorded in Plat Book A, Page 416 in the Probate Office of Calhoun County, Alabama; situated, lying and being in Calhoun County, Alabama.

Exhibit "A"

Legal Description



20060213000072650 28/28 \$95.00
Shelby Cnty Judge of Probate, AL
02/13/2006 03:47:58PM FILED/CERT

PARCEL V:

A part of Block 6, of the map of Hillyer Robinson Industrial Park, as recorded in Plat Book T, at Page 37, in the Probate Office of Calhoun County, Alabama: said part being more particularly described as follows: Beginning at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 21, Township 16 South, Range 8 East; thence South 88 degrees 18 minutes East along the North line of said Quarter 610.69 feet to the observed West Right-of-Way line of Hillyer Robinson Industrial Parkway; thence South 01 degrees 08 minutes East along said Right-of-Way line 114.37 feet; thence South 08 degrees 54 minutes West along said Right-of-Way line 146.73 feet to the true point of beginning of the hereafter described parcel; thence South 08 degrees 54 minutes 54 seconds West along said Right-of-Way line 161.29 feet; thence South 89 degrees 04 minutes 46 seconds West 150.04 feet; thence North 06 degrees 35 minutes 24 seconds East 80.02 feet; thence North 06 degrees 35 minutes 34 seconds East 80.23 feet; thence North 89 degrees 03 minutes 39 seconds East 156.64 feet to the true point of beginning; situated, lying and being in Calhoun County, Alabama.

Mortgage Tax	1950.00
Recording Fee	92.00
TOTAL	2042.00