

STATE OF ALABAMA)
SHELBY COUNTY)

THIS MORTGAGE COVERS GOODS WHICH ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN EXHIBIT A HERETO. THIS MORTGAGE IS ALSO A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO CODE OF ALABAMA (1975) SECTION 7-9A-502(c), AND IS TO BE INDEXED, AMONG OTHER PLACES, IN THE FINANCING STATEMENT RECORDS OF EACH COUNTY (OR, TO THE EXTENT SIMILAR RECORDS ARE MAINTAINED AT THE CITY OR TOWN LEVEL INSTEAD OF THE COUNTY LEVEL, EACH SUCH CITY OR TOWN) IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED.

THE SECURED PARTY (MORTGAGEE) DESIRES THIS FIXTURE FILING TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE DESCRIBED HEREIN

MORTGAGE

THIS INDENTURE, made and entered into this 27th day of April, 2006, by and between DANIELS REAL ESTATE, L.L.C. (hereinafter referred to as "Mortgagor"), whose address is, 1621 Panorama Drive, Birmingham, Alabama 35216, and PAULA T. LYNCH and husband, JAMES J. LYNCH (hereinafter referred to as "Mortgagee"), whose address is 396 Indian Crest Drive, Indian Springs, Alabama 35124.

WITNESSETH:

WHEREAS, Mortgagor has guaranteed payment (the "Guaranteed Indebtedness") of the purchase money note of even date given by Oak View Animal Hospital, P.C. to James J. Lynch and Oak View Veterinary Clinic, P.C. in the amount of Five Hundred Sixty Seven Thousand, Nine Hundred Fifty and No/100 Dollars (\$567,950.00), to be repaid in accordance with the terms and conditions as more fully described in said Note; and

WHEREAS, Mortgagor hereby executes this Mortgage for the purpose of securing the Guaranteed Indebtedness; and

NOW, THEREFORE, Mortgagor, in consideration of the premises, and to secure the payment of said Guaranteed Indebtedness and the compliance with all the stipulations herein contained, does hereby grant, bargain, sell, alien, and convey unto Mortgagee, its successors and assigns, the real estate described on Exhibit "A" attached hereto and incorporated herein by this reference, and which is situated in the County of Shelby, State of Alabama.

Together with all the rights, privileges, tenements, and appurtenances thereunto belonging or in any wise appertaining, all of which shall be deemed realty and conveyed by this Mortgage.

TO HAVE AND TO HOLD the said premises, and every part thereof, unto the Mortgagee, its

successors and assigns forever. And the undersigned covenants with the Mortgagee that the undersigned is lawfully seized in fee simple of said premises and has a good right to sell and convey the same as aforesaid; that the said premises is free of all encumbrances except as set forth herein, and the undersigned will warrant and forever defend the title to the same unto the Mortgagee, its successors and assigns against the lawful claims of all persons whomsoever.

And for the purpose of further securing the payment of said Guaranteed Indebtedness the Mortgagor hereby agrees to pay all taxes, assessments or other liens taking priority over this mortgage, when imposed legally upon said premises, and to keep said property continuously insured for its insurable value against loss by fire and against loss by tornado.

UPON CONDITION, HOWEVER, That if Mortgagor pays said Guaranteed Indebtedness and any renewals or extensions thereof secured by this Mortgage and reimburses said Mortgagee for any amount it may have expended in payment of taxes and insurance or other liens, and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee under the authority of any of the provisions of this Mortgage, or should said indebtedness hereby secured, and any renewals or extension thereof, or any part thereof, or any interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then, in any one of said events and the failure of Mortgagor to cure such default within any applicable cure period, all obligations secured hereby shall at once become due at the option of said Mortgagee, and this mortgage be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages; and the Mortgagee shall be authorized to take possession of the premises hereby conveyed, and after giving twenty-one days' notice by publication once a week for three consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published in the County wherein said property is located, to sell the same in front of the Courthouse door of the County wherein said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be collected beyond the day of sale; and fourth, the balance, if any, to be turned over to the Mortgagor. If no cure period is otherwise specified for a default under this Mortgage, then for breach of any obligations hereunder Mortgagor shall have a period of ten (30) days following receipt of written notice from the Mortgagee specifying the nature of such default in which to cure the default.

This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the mortgaged property described on Exhibit "A." To this end, Mortgagor grants to Mortgagee a security interest in the mortgaged property which is personal property to secure the payment of the indebtedness and performance of the obligations under the Note, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. This Mortgage shall also constitute a "fixture filing"


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for the purposes of the UCC against all of the mortgaged property which is or is to become fixtures. This document is to be filed in the real estate records. A description of the real estate is attached hereto as Exhibit "A."

Plural or singular words used herein to designate the Mortgagor shall be construed to refer to the maker or makers of this mortgage, whether one or more persons, a corporation, or a limited liability company; and all covenants and agreements herein made by the Mortgagor shall bind the successors and assigns of the Mortgagor, and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of its successors and assigns.

IN TESTIMONY WHEREOF, the Mortgagor has hereunto set its hand and seal, on this the day of and year first above written.

MORTGAGOR:

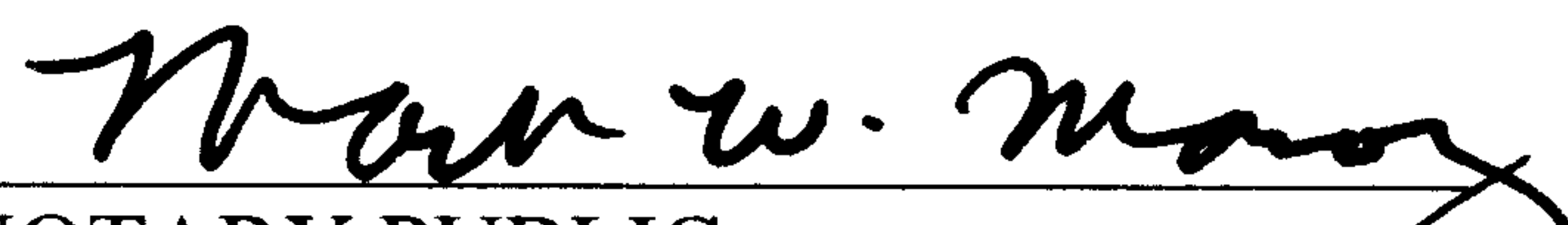
DANIELS REAL ESTATE, L.L.C.


By: David Daniels, DVM
Its: Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that David Daniels, DVM, whose name as a Member of Daniels Real Estate, L.L.C., is signed to the foregoing Mortgage and who is known to me, acknowledged before me on this day that being duly informed of the contents of said Mortgage, he executed the same on behalf of and as the act of said Company.

Given under my hand and official seal this the 27th day of April, 2006.


NOTARY PUBLIC
My Commission Expires: 1-6-2010

[NOTARY SEAL]

THIS INSTRUMENT WAS PREPARED BY AND
UPON RECORDATION SHOULD BE RETURNED TO:

Mark W. Macoy, Esq.
Moses & Moses, P.C.
3500 Blue Lake Drive, Suite 495
Birmingham, AL 35243
(205) 967-0901


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EXHIBIT "A"
TO MORTGAGE FROM DANIELS REAL ESTATE, LLC
TO
PAULA T. LYNCH AND HUSBAND, JAMES J. LYNCH

SEE ATTACHED LEGAL DESCRIPTION



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Lawyers Title Insurance Corporation

National Headquarters
Richmond, Virginia

COMMITMENT FOR TITLE INSURANCE SCHEDULE A – PARAGRAPH 4 (continued)

LEGAL DESCRIPTION

A part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 36, Township 19, Range 3 West being more particularly described as follows:

Beginning at the NE Corner of the NE Quarter of the NE Quarter of Section 36, Township 19, Range 3 West, and run South along the East line of said Section 984.0 feet to the point of beginning; thence continue South along the East line of said Section 216.0 feet to the East right-of-way line of Birmingham-Montgomery Highway; thence Northwest along the East right-of-way line of said Highway 265.0 feet; thence in an Easterly direction 240.0 feet to the point of beginning and situated in the NE Quarter of the NE Quarter of Section 36, Township 19, Range 3 West, except minerals and mining rights.

This commitment is invalid unless the Insuring
Provisions and Schedules A and B are attached

Commitment No. 114610
Schedule A-Paragraph 4 – Continued



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