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Shelby Cnty Judge of Probate, AL
11/26/2007 08:22:00AM FILED/CERT

After recording return to:

BARBARA A. LINCOLN, ESQ.
KITCHENS KELLEY GAYNES, P.C.
3495 PIEDMONT ROAD, BLDG. 11, STE. 900
ATLANTA, GA 30305

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

This Mortgage, Security Agreement and Fixture Filing (this "Mortgage") is executed as of November 19, 2007, by **JOHN P. ROPER and PATRICIA G. ROPER** (collectively the "Mortgagor"), whose address for notice hereunder is 4653 Highway 25, Montevalo, AL 35115, for the benefit of **FIDELITY BANK** ("Mortgagee"), whose address for notice is 3490 Piedmont Road, Atlanta, GA 30305

ARTICLE I

DEFINITIONS

Section 1.1 Definitions As used herein, the following terms shall have the following meanings:

"Indebtedness": The sum of all (1) principal, interest and other amounts due under or secured by the Loan Documents, (2) principal, interest and other amounts which may hereafter be loaned by Mortgagee, its successors or assigns, to or for the benefit of the owner of the Mortgaged Property, when evidenced by a promissory note or other instrument which, by its terms, is secured hereby, and (3) all other indebtedness, obligations and liabilities now or hereafter existing of any kind of Mortgagor to Mortgagee.

"Loan Documents": The (1) Loan Agreement of even date between Mortgagor and Mortgagee (hereinafter defined) (the "Loan Agreement"), (2) Promissory Note of even date, executed by Mortgagor payable to the order of Mortgagee, in the stated principal amount of \$112,500.00 (said Promissory Note being hereinafter referred to as the "Note"), (3) this Mortgage, (4) all other documents now or hereafter executed by Mortgagor or any other person or entity to evidence or secure the payment of the Indebtedness or the performance of the Obligations and (5) all modifications, restatements, extensions, renewals and replacements of the foregoing

"Mortgaged Property": (1) the real property described in Exhibit A, together with any greater estate therein as hereafter may be acquired by Mortgagor (the "Land"), (2) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "Improvements"), (3) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures"), (4) all right, title and interest of Mortgagor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC, now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, trademarks, goodwill, chattel paper, documents, trade names, licenses and/or franchise agreements, rights of

Barbara A. Lincoln
John P. Roper

Mortgagor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Mortgagor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs (the "Personalty"), (5) all reserves, escrows or impounds required under the Loan Agreement, if any, and all deposit accounts maintained by Borrower with respect to the Mortgaged Property, if any, (6) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "Plans"), (7) all leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "Leases"), (8) all of the rents, revenues, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases other than Mortgagor for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the "Rents"), (9) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "Property Agreements"), (10) any contracts of sale and purchase agreements respecting the Mortgaged Property, any contracts for deed and any notes and mortgages executed and delivered to Mortgagor in connection with any contracts for deed or otherwise, and any other contracts entered into by Mortgagor respecting or relating in any manner to the Mortgaged Property, together with all income and profits due or to become due under any contracts of sale and purchase agreements respecting the sale of the Mortgaged Property now existing or hereafter obtained by or on behalf of Mortgagor, (11) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, (12) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (13) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor, (14) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property, and (15) all of Mortgagor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein

"Obligations": All of the agreements, covenants, conditions, warranties, representations and other obligations (other than to repay the Indebtedness) made or undertaken by Mortgagor or any other person or entity to Mortgagee or others as set forth in the Loan Documents

"Permitted Encumbrances": The outstanding liens, easements, restrictions, security interests and other exceptions to title set forth in the policy of title insurance insuring the lien of this Mortgage, together with the liens and security interests in favor of Mortgagee created by the Loan Documents

"UCC": The Uniform Commercial Code of the State of Alabama or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than Alabama, then, as to the matter in question, the Uniform Commercial Code in effect in that state

ARTICLE 2

GRANT

Section 2.1 Grant To secure the full and timely payment of the Indebtedness and the full and timely performance of the Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, SELLS, WARRANTS, CONVEYS, ALIENS, REMISES, RELEASES, ASSIGNS, SETS OVER and CONFIRMS, to Mortgagee the Mortgaged Property TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee

ARTICLE 3

WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

Section 3.1 Title to Mortgaged Property and Lien of this Instrument Mortgagor owns the Mortgaged Property free and clear of any liens, claims or interests, except the Permitted Encumbrances This Mortgage creates valid, enforceable first priority liens and security interests against the Mortgaged Property Mortgagor will preserve such title, and will forever warrant

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and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever, subject to the Permitted Encumbrances

Section 3 2 First Lien Status Mortgagor shall preserve and protect the first lien and security interest status of this Mortgage and the other Loan Documents. If any lien or security interest other than the Permitted Encumbrances is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or, in Mortgagee's discretion, provide a bond or other security satisfactory to Beneficiary for the payment of such claim

Section 3 3 Payment and Performance Mortgagor shall pay the Indebtedness when due under the Loan Documents and shall perform the Obligations in full when they are required to be performed

Section 3 4 Replacement of Fixtures and Personalty Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is obsolete and is replaced by an article of equal or better suitability and value, owned by Mortgagor subject to the liens and security interests of this Mortgage and the other Loan Documents, and free and clear of any other lien or security interest except such as may be first approved in writing by Mortgagee

Section 3 5 Maintenance of Rights of Way, Easements and Licenses Mortgagor shall maintain all rights of way, easements, grants, privileges, licenses, certificates, permits, entitlements and franchises necessary for the use of the Mortgaged Property and will not, without the prior consent of Mortgagee, consent to any public restriction (including any zoning ordinance) or private restriction as to the use of the Mortgaged Property. Mortgagor shall comply with all restrictive covenants affecting the Mortgaged Property, and all zoning ordinances and other public or private restrictions as to the use of the Mortgaged Property

Section 3 6 Inspection Mortgagor shall permit Mortgagee, and Mortgagee's agents, representatives and employees, upon reasonable prior notice to Mortgagor, to inspect the Mortgaged Property and conduct such environmental and engineering studies as Mortgagee may require, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property

Section 3 7 Other Covenants All of the covenants in the Loan Agreement are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the land. Mortgagor hereby covenants that: (a) it shall not sell, transfer, convey, pledge, mortgage or assign any part or all of the Mortgaged Property, or any interest therein, or of any interest in Mortgagor, without Mortgagee's written consent (b) it shall pay when due all taxes on the Mortgaged Property or assessed against Mortgagee with respect to the Loan, (except income taxes assessed against Mortgagee (c) Mortgagee shall have the right to inspect the Mortgaged Property, (d) Mortgagor shall keep the Mortgaged Property insured as Mortgagee may require, (e) it shall comply with all legal requirements (including environmental laws), maintain the Mortgaged Property in good condition, and promptly repair any damage or casualty, and (f) it shall not modify or take other actions with respect to Leases without Mortgagee's written consent

Section 3 8 Condemnation Awards and Insurance Proceeds

(a) Condemnation Awards Mortgagor assigns all awards and compensation for any condemnation or other taking, or any purchase in lieu thereof, to Mortgagee and authorizes Mortgagee to collect and receive such awards and compensation and to give proper receipts and acquittances therefor

(b) Insurance Proceeds Mortgagor assigns to Mortgagee all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. Mortgagor authorizes Mortgagee to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly

Section 3 9 After Acquired Property All right, title, and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutions, and replacements of, and all additions and appurtenances to the Mortgaged Property, hereafter acquired by, or conveyed to, Mortgagor or constructed, assembled, or placed by Mortgagor upon the Land, and all conversions of the security constituted thereby, immediately upon such acquisition, conveyance, construction, assembling, placement, or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment, or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described in the granting clause of this Mortgage, but at any and all times

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Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances, or assignments thereof, as Mortgagee may require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage

Section 3 10 Commercial Purpose That the loan proceeds are being used for commercial purposes

ARTICLE 4 DEFAULT AND FORECLOSURE

Section 4 1 Remedies Mortgagor's failure to pay the Note or any part thereof in accordance with the terms of the Note or failure to pay any other part of the Indebtedness or other obligation or comply with any covenant under any Loan Documents, including this Mortgage shall be an Event of Default. In addition, the sale, transfer, conveyance, pledge, mortgage or assignment of any part or all of the Mortgaged Property, or any interest therein, or of any interest in Mortgagor, without the written consent of the Mortgagee shall be an Event of Default. In the Event of Default, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration Declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto. If Mortgagor remains in possession of the Mortgaged Property after an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor

(c) Operation of Mortgaged Property Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 4 7.

(d) Foreclosure and Sale Institute proceedings for the foreclosure of this Mortgage, in which case the Mortgaged Property may be sold for cash in one or more parcels. With respect to any notices required or permitted under the UCC, Mortgagor agrees that five (5) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee may be a purchaser at such sale and if Mortgagee is the highest bidder, may credit the portion of the purchase price that would be distributed to Mortgagee against the Indebtedness in lieu of paying cash.

(e) Receiver Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 4 7.

(f) Other Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity (including an action for specific performance of any covenant contained in the Loan Documents, or an action for a deficiency judgment, or a judgment on the Note either before, during or after any proceeding to enforce this Mortgage)

Section 4 2 Separate Sales The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion, may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales

Section 4 3 Remedies Cumulative, Concurrent and Nonexclusive Mortgagee shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be

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cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Note and the other Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4 4 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by the Loan Documents or their stature as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

Section 4 5 Waiver of Redemption, Notice and Marshalling of Assets To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisalment, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Mortgagee's election to exercise or its actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation

Section 4 6 Discontinuance of Proceedings If Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default

Section 4 7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:

(a) to the payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation (1) receiver's fees and expenses, (2) court costs, (3) reasonable attorneys' and accountants' fees and expenses, (4) costs of advertisement, and (5) the payment of all ground rent, real estate taxes and assessments, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold;

(b) to the payment of all amounts (including interest), other than the unpaid principal balance of the Note and accrued but unpaid interest, which may be due to Mortgagee under the Loan Documents;

(c) to the payment of the Indebtedness and performance of the Obligations in such manner and order of preference as Mortgagee in its sole discretion may determine; and

(d) the balance, if any, to the payment of the persons legally entitled thereto.

Section 4 8 Occupancy After Foreclosure.

(a) The purchaser at any foreclosure sale pursuant to Section 4 1(d) shall become the legal owner of the Mortgaged Property.

(b) Mortgagee is authorized to foreclose this Mortgage subject to the rights of any purchasers or tenants, if any, of the Mortgaged Property or may elect, subject to the terms of any non-disturbance agreements with any tenants, which purchasers or tenants Mortgagee desires to name as parties defendant in such foreclosure and the failure to make any such purchasers or tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

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Section 4 9 Additional Advances and Disbursements; Costs of Enforcement.

(a) If any Event of Default exists, Mortgagee shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee under this Section 4 9, or otherwise under this Mortgage or any of the other Loan Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the interest rate or default rate (whichever is applicable) set forth in the Note, and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Mortgage and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

Section 4 10 No Mortgagee in Possession Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, the security interests under Article 6, nor any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 5
ASSIGNMENT OF RENTS AND LEASES

Section 5 1 Assignment Mortgagor acknowledges and confirms that it has executed and delivered to Mortgagee an Assignment of Rents and Leases of even date (the "Assignment of Rents and Leases"), intending that such instrument create a present, absolute assignment to Mortgagee of the Leases and Rents. Without limiting the intended benefits or the remedies provided under the Assignment of Rents and Leases, Mortgagor hereby assigns to Mortgagee, as further security for the Indebtedness and the Obligations, the Leases and Rents. While any Event of Default exists, Mortgagee shall be entitled to exercise any or all of the remedies provided in the Assignment of Rents and Leases and in Article 4 hereof, including the right to have a receiver appointed. If any conflict or inconsistency exists between the assignment of the Rents and the Leases in this Mortgage and the absolute assignment of the Rents and the Leases in the Assignment of Rents and Leases, the terms of the Assignment of Rents and Leases shall control.

Section 5 2 No Merger of Estates So long as any part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any lessee or any third party by purchase or otherwise.

ARTICLE 6
SECURITY AGREEMENT

Section 6 1 Security Interest This Mortgage constitutes a "Security Agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements. To this end, Mortgagor grants to Mortgagee, a first and prior security interest in the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property.

Section 6 2 Financing Statements Mortgagor shall execute and deliver to Mortgagee, in form and substance satisfactory to Mortgagee, such financing statements and such further assurances as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder and Mortgagee may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor's chief executive office is in the State of Alabama at the address set forth in the first paragraph of this Mortgage.

Section 6 3 Fixture Filing This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Mortgagor) and Secured Party (Mortgagee) as set forth in the first paragraph of this Mortgage.

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**ARTICLE 7
MISCELLANEOUS**

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Section 7.1 Notices Notice required or permitted to be given under this Mortgage shall be in writing and either shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by telecopy. All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended at its address set forth on the first page of this Mortgage. Any communication so addressed and mailed shall be deemed to be given on the earliest of (a) when actually delivered, (b) on the first Business Day (any day other than a Saturday, Sunday or federal holiday) after deposit with an overnight air courier service, or (c) on the third Business Day after deposit in the United States mail, postage prepaid, in each case to the address of the intended addressee, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, Mortgagee or Mortgagor, as the case may be. If given by telecopy, a notice shall be deemed given and received when the telecopy is transmitted to the party's telecopy number if one has been so provided in writing and confirmation of complete receipt is received by the transmitting party during normal business hours or on the next Business Day if not confirmed during normal business hours. Any party may designate a change of address by written notice to the other by giving at least ten (10) days prior written notice of such change of address.

Section 7.2 Covenants Running with the Land All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property (without in any way implying that Mortgagee has or will consent to any such conveyance or transfer of the Mortgaged Property). All persons or entities who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Loan Agreement and the other Loan Documents; however, no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 7.3 Attorney-in-Fact Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Personalty, Fixtures, Plans and Property Agreements in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the collateral, and (d) while any Event of Default exists, to perform any obligation of Mortgagor hereunder; however: (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be included in the Indebtedness and shall bear interest at the Default Rate; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section.

Section 7.4 Successors and Assigns This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

Section 7.5 No Waiver Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 7.6 Subrogation To the extent proceeds of the Note have been used to extinguish, extend or renew any indebtedness against the Mortgaged Property, then Mortgagee shall be subrogated to all of the rights, liens and interests existing against the Mortgaged Property and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Mortgagee.

Section 7.7 Loan Agreement If any conflict or inconsistency exists between this Mortgage and the Loan Agreement, the Mortgage shall govern.

Section 7.8 Release Upon payment in full of the Indebtedness and performance in full of the Obligations, Mortgagee, at Mortgagor's expense, shall release the liens and security interests created by this Mortgage.

Section 7.9 Waiver of Stay, Moratorium and Similar Rights Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisalment, valuation, stay,

marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the indebtedness secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee

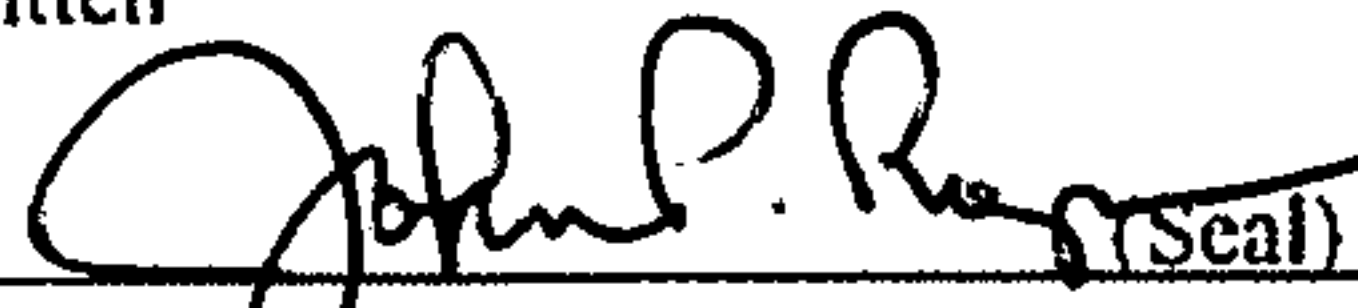
Section 7.10 Obligations of Mortgagor, Joint and Several If more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such persons or entities hereunder shall be joint and several

Section 7.11 Governing Law This Mortgage shall be governed by the laws of the State of Alabama

Section 7.12 Headings The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 7.13 Entire Agreement The terms set forth in Exhibit "B" attached hereto are made a part hereof, and this Mortgage together with and the other Loan Documents embody the entire agreement and understanding between Mortgagee and Mortgagor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties

EXECUTED as of the date first above written


John P. Roper


Patricia G. Roper

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John P. Roper and Patricia G. Roper, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date

Given under my hand this the 19 day of November, 2007



Notary Public

[Notary Seal]

My Commission Expires: 5/13/08

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EXHIBIT "A"


20071126000535580 9/11 \$209.75
Shelby Cnty Judge of Probate, AL
11/26/2007 08:22:00AM FILED/CERT

Parcel 1:

Commence at the Northwesterly corner of Lot 33, according to the original plan of the Town of Montevallo, Alabama; thence Northeasterly along the South line of Main Street run 30.00 feet to the Point of Beginning; thence continue along last described course 47.91 feet; thence right 90 deg. And run 78.00 feet to the Northeast corner of a building; thence right 90 deg. And run 3.08 feet; thence left 90 deg. And run 16.00 feet; thence right 90 deg. and run 44.83 feet; thence right 90 deg. and run 94.00 feet to the point of beginning; being situated in Shelby County, Alabama.

Being a part of Lots 32 and 33 Block 19 according to the Original Plan of the Town of Montevallo, located in the Northwest ¼ of Section 21, Township 22 South, Range 3West; being situated In Shelby County, Alabama.

Parcel 2:

Lot 2A, according to Roper's Survey as recorded in Map Book 39, Page 20, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

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EXHIBIT B

SPECIAL STIPULATIONS

20071126000535580 10/11 \$209.75
Shelby Cnty Judge of Probate, AL
11/26/2007 08:22:00AM FILED/CERT

1 Authorization.

(a) Mortgagor covenants and agrees that, if any time prior to the satisfaction of this security deed, any of the improvements or the access thereto located on the property described herein becomes located in a Special Flood Hazard Area as designated by HUD, Mortgagor will purchase Federal Flood Insurance, if available, in amount and coverages satisfactory to Mortgagee and furnish Mortgagee with a policy of such insurance

2 Hazardous Materials

(a) Mortgagor represents, warrants and agrees that: (i) neither Mortgagor nor, to the best knowledge of Mortgagor, any other person has used or installed any Hazardous Material (as hereinafter defined) on, from or affecting the Premises or received any notice from any governmental agency, entity or other Person with regard to Hazardous Materials on, from or affecting the Premises; (ii) to the best knowledge of Mortgagor, neither Mortgagor nor any other person has violated any applicable Environmental Laws (as hereinafter defined) affecting the Premises; (iii) to the best knowledge of Mortgagor the Premises are presently in compliance with all Environmental Laws, and there are no facts or circumstances presently existing upon or under the Premises, or relating to the Premises, which may violate any applicable Environmental Laws, and there is not now pending or, to the best knowledge of the Mortgagor, threatened any action, suit, investigation or proceeding against Mortgagor or the Premises (or against any other party relating to the Premises) seeking to enforce any right or remedy under any of the Environmental Laws; (iv) the Premises shall be kept free of Hazardous Materials, and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; (v) Mortgagor shall not cause or Permit the installation of Hazardous Materials in, on, over or under the Premises or a Release (hereinafter defined) of Hazardous Materials onto or from the Premises or suffer the Presence of Hazardous Materials in, on, over or under the Premises; (vi) Mortgagor shall comply with, and ensure compliance by all other parties with, all applicable Environmental Laws relating to or affecting the Premises, and Mortgagor shall keep the Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws, all at Mortgagor's sole cost and expense; (vii) there has been no Release of any Hazardous Materials on or from the Premises, whether or not such Release emanated from the Premises or any contiguous real estate; and (viii) Mortgagor shall immediately give Mortgagee oral and written notice in the event that Mortgagor receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Premises and Mortgagor shall conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Premises in accordance with all applicable Environmental Laws; and (ix) the Premises does not contain, nor is it affected by any underground or above-ground storage tanks, landfills, land disposals or dumps; (x) there are no "waters of the United States", as defined in 334 C.F.R. Section 328.3, within the boundaries of the Premises and there has not been, is not now and shall not at any time be any unpermitted discharge of dredged or fill materials occurring from the Premises into any such "waters of the United States"; (xi) Mortgagor shall promptly conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all hazardous Materials on, from or affecting the Premises in accordance with all applicable Environmental Laws; and (xii) Mortgagor shall include in any lease affecting the Premises the covenant of the tenant thereunder to comply with all Environmental Laws and to indemnify the landlord for any loss or liability resulting from the Release of any Hazardous Materials on, from or affecting the Premises during the term of such lease

(b) Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all liens, demands, actions, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Mortgagee and/or the Premises for, with respect to, or as a direct or indirect result of the following: (i) the presence in, on, over or under, or the escape, seepage, leakage, spillage, discharge, emission or Release on or from, the Premises of any Hazardous Materials; (ii) the violation of any Environmental Laws relating to or affecting the Premises or Mortgagor; (iii) the failure by Mortgagor to comply fully with the terms and provisions of Paragraph (a) or this Paragraph (b); (iv) the violation of any of the Environmental Laws in connection with any other property owned by Mortgagor, which violation gives or may give rise to any rights whatsoever in any party with respect to the Premises by virtue of any of the Environmental Laws; or (v) any warranty or representation made by Mortgagor in Paragraph (a) is or becomes false or untrue in any material respect

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- (c) In the event Mortgagee suspects Mortgagor has violated any of the covenants, warranties, or representations contained in Paragraph (a), or that the Premises are not in compliance with the Environmental Laws for any reason, or that the Premises are not free of Hazardous Materials for any reason, Mortgagor shall take such steps as Mortgagee requires by written notice to Mortgagor in order to confirm or deny such occurrences, including, without limitation, the preparation of environmental studies, surveys or reports. In the event that Mortgagor fails to take such action, Mortgagee may take such action as Mortgagee deems necessary, and the cost and expenses of all such actions taken by Mortgagee, including, without limitation, Mortgagee's attorney's fees, shall be added to the indebtedness evidenced by the Note.
- (d) Mortgagor warrants and represents to Mortgagee that Mortgagor, and to the best knowledge of Mortgagor, any tenants of Mortgagor, have not given, nor should they give, nor have they received, any notice, letter, citation, order, warning, complaint, inquiry, claim or demand that: (i) Mortgagor or tenant has violated, or is about to violate, any Environmental Law; (ii) there has been a Release, or there is a threat of Release, of any Hazardous Materials on, from or affecting the Premises; (iii) Mortgagor or any tenants may be or are liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a Release of Hazardous Materials; (iv) the Premises are subject to a lien in favor of any governmental entity for any liability, costs or damages, under Federal, state or local environmental law, rule or regulation arising from or costs incurred by such governmental entity in response to a Release of Hazardous Material. In the event of such, Mortgagor shall promptly provide a copy to the Mortgagee not later than fifteen (15) days from Mortgagor's receipt or submission thereof. Mortgagor shall also notify Mortgagee promptly in writing upon Mortgagor learning of the Release of any Hazardous Materials on, from or affecting the Premises.
- (e) For purposes of this Security Deed: (i) "Hazardous Material" or "Hazardous Materials" means and includes petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls, and/or any hazardous, toxic or dangerous waste, substance or material defined as such or defined as a Hazardous Substance or any similar term, by, in or for the purposes of the Environmental Laws, including, without limitation section 101(14) of CERCLA (hereinafter defined); (ii) "Release" shall have the meaning given such term, or any similar term, in the Environmental Laws, including, without limitation Section 101(22) of CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean any "Super Fund" or "Super Lien" law, or 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 Materials as may now or at any time hereafter be in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated thereunder or in connection therewith: the Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); The Toxic Substances Control Act ("TSCA"); The Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). The obligations and liabilities of Mortgagor hereunder shall survive the exercise of power of sale under or foreclosure of this Security Deed, the delivery of a deed in lieu of foreclosure, the cancellation or release of record of this Security Deed, and/or the payment and cancellation of the Note secured by this Security Deed.

3. Transfer Prohibition. So long as the secured obligation, or any portion thereof, which the within Mortgage is given to secure remains unpaid, Mortgagor shall not further encumber, pledge, convey, transfer or assign in any method or manner, whether voluntary or involuntary, the Property secured hereby or any portion thereof, subsequent to the date of this Mortgage, without the prior written consent thereto by Mortgagee. Any such encumbrance, pledge, conveyance, transfer or assignment shall entitle Mortgagee to exercise any and all rights and remedies provided herein for an event of default, or at law or equity. Mortgagee's failure to exercise rights under this paragraph shall not constitute a waiver thereof.

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