


This instrument prepared by:

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20071129000542250 1/10 \$15593.00
Shelby Cnty Judge of Probate, AL
11/29/2007 12:44:43PM FILED/CERT

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made and entered into as of November 27, 2007, by **AIG BAKER PELHAM, L.L.C.**, a Delaware limited liability company, whose address is c/o AIG Baker Shopping Center Properties, L.L.C., 1701 Lee Branch Lane, Birmingham, Alabama 35242, Attention: W. Ernest Moss, Esq. (the "Borrower"), in favor of **FIFTH THIRD BANK, N.A.**, a national banking association, whose address is 424 Church Street, Suite 600, MC UTFC6B, Nashville, Tennessee 37219 (the "Bank"). Any capitalized term used herein but not defined shall have the meaning ascribed to such term in that certain Credit Agreement of even date herewith between Borrower and Bank (as amended from time to time, the "Credit Agreement"), and to the extent that any Lien is granted to Bank in this Mortgage as security for any Obligation of any Borrower Party to any Bank Party other than Bank, the Lien so granted shall be deemed to be a Lien granted to Bank as agent for such other Bank Party, without the necessity of any act or consent of any Person.

WITNESSETH:

WHEREAS, Borrower is justly indebted to Bank in the principal amount of Ten Million Three Hundred Seventy Thousand and No/100 Dollars (\$10,370,000.00), or such portion thereof as has been disbursed from time to time under the provisions of the Credit Agreement, such indebtedness being evidenced by the Notes; and

WHEREAS, Borrower desires to secure the Obligations, including but not limited to the obligation (i) to pay the principal of and interest on the Notes in accordance with the respective terms thereof or of the Credit Agreement, including any and all extensions, modifications, renewals thereof and substitutions therefor, and (ii) to pay, repay or reimburse Bank for all amounts owing under any of the Loan Documents, including the Reimbursement Obligation and all Indemnified Losses and Default Costs.

NOW, THEREFORE, for and in consideration of Bank making the Loans and to secure the prompt payment and performance of the Obligations, Borrower does hereby irrevocably CONVEY, WARRANT, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, PLEDGE and set over unto Bank, and the successors and assigns of Bank, all of Borrower's Interest in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same; and

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the

Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

TO HAVE AND TO HOLD the Mortgaged Property and all parts, rights, members and appurtenances thereof, to the use and benefit of Bank and the successors, successors-in-title and assigns of Bank, forever; and Borrower covenants that Borrower is lawfully seized and possessed of the Mortgaged Property as aforesaid and has good right to convey the same, that the same are unencumbered except for those matters expressly set forth in Exhibit A hereto, and Borrower does warrant and will forever defend the title thereto against the claims of all Persons whomsoever, except as to those matters set forth in said Exhibit A.

The Lien of this Mortgage automatically will attach to any further, greater, additional or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time hereafter acquired by Borrower by whatsoever means and without any further action or filing or recording on the part of Borrower or Bank or any other Person.

PROVIDED, HOWEVER, that should the Obligations be paid according to the tenor and effect thereof when the same shall become due and payable as provided for in the Loan Documents, and should Borrower perform all covenants contained in the Loan Documents in a timely manner, then this Mortgage shall be cancelled and released.

BORROWER HEREBY COVENANTS AND AGREES WITH BANK AS FOLLOWS:

ARTICLE I

1.01 Payment and Performance of Loan Documents. Borrower will perform, observe and comply with all the provisions hereof, and of each of the other Loan Documents, including, but not limited to, the due and punctual payment of the principal amount due under the Notes, together with interest thereon, and all other sums of money required to be paid by Borrower pursuant to any one or more of the Loan Documents.

1.02 Security Agreement. With respect to all personal property (the "Personal Property") constituting part of the Mortgaged Property which is subject to the provisions of Article 9 of the Uniform Commercial Code as enacted in the state wherein the Land is situated (the "UCC"), this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such Personal Property in compliance with the provisions of the UCC, and Borrower hereby grants to Bank a security interest in said Personal Property. Borrower authorizes Bank to file a financing statement or statements reciting this Mortgage to be a security agreement affecting all of such Personal Property. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage, or otherwise in respect of an Event of Default, shall be (a) as prescribed herein or in any other Loan Document with respect thereto, or (b) as prescribed by applicable Law, including the UCC, all at Bank's sole election. Borrower agrees that the filing of such financing statement(s) in the records normally having to do with personal property shall not in any way affect the agreement of Borrower and Bank that everything used in connection with the production of income from the Mortgaged Property or adapted for use therein or which is described or reflected in this

Mortgage, is, and at all times and for all purposes and in all proceedings both legal or equitable, shall be regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an Exhibit to this Mortgage, or (iii) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (A) the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain proceedings for taking or for loss of value, or (C) Borrower's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Bank as determined by this instrument or affect the priority of Bank's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement(s) is solely for the protection of Bank in the event any court shall at any time hold, with respect to the foregoing items (A), (B), or (C), that notice of Bank's priority of interest, to be effective against a particular class of persons, must be filed in the UCC records. This Mortgage may be filed as a financing statement in any office where Bank deems such filing necessary or desirable and Borrower will promptly upon demand reimburse Bank for the costs therefor.

1.03 Use of Mortgaged Property. Borrower shall not be permitted to alter or change the use of the Mortgaged Property without the prior written consent of Bank.

1.04 Conveyance of Mortgaged Property. Except as otherwise expressly permitted by the Credit Agreement, Borrower shall not directly or indirectly encumber (by Lien, junior mortgage, or otherwise), pledge, convey, transfer or assign any or all of its interest in the Mortgaged Property without the prior written consent of Bank.

1.05 Acquisition of Collateral. Except as otherwise expressly permitted by the Credit Agreement, Borrower shall not acquire any Personal Property subject to any Lien taking precedence over the Lien of this Mortgage.

ARTICLE II

2.01 Events of Default. The term "Event of Default", wherever used in this Mortgage, shall mean an "Event of Default" as defined in the Credit Agreement.

2.02 Rights and Remedies.

(a) If an Event of Default shall have occurred, then in addition to the rights and remedies provided for under any other Loan Document or under applicable Law, then at the option of Bank this Mortgage may be foreclosed in any manner now or hereafter provided by Alabama law, and to the extent provided or allowed by Alabama law, Bank, or its agent, may sell the Mortgaged Property or any part of the Mortgaged Property at one or more public sales before the front or main door of the courthouse of the county or counties, as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required. At any such sale,

Bank may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. Bank shall have the right to enforce any of its remedies set forth herein without notice to Borrower, except for such notice as may be required by law. In the event of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels and in such manner or order as Bank in its sole discretion may elect, and if Bank so elects, Bank may sell the personal property covered by this Mortgage at one or more separate sales in any manner permitted by the UCC, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or the Obligations are paid in full. If the Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Bank at its option may exhaust the remedies granted under any of said security instruments or this Mortgage either concurrently or independently, and in such order as Bank may determine.

Said sale may be adjourned by Bank, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

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

2.03 Purchase by Bank. Upon any foreclosure sale or sale of all or any portion of the Mortgaged Property under the power herein granted, Bank may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price.

2.04 Borrower as Tenant Holding Over. In the event of any such foreclosure sale or sale under the powers herein granted, Borrower (if Borrower shall remain in possession) and all Persons holding under Borrower shall be deemed tenants 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.

2.05 Waiver of Appraisal, Valuation, Etc. Borrower agrees, to the full extent permitted by law, that in case of a default on the part of Borrower hereunder, neither Borrower nor anyone claiming through or under Borrower will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Borrower, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, 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.

2.06 Waiver of Homestead. Borrower hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Mortgaged Property as against the collection of the Obligations, or any part thereof.

2.07 Discontinuance of Proceedings. In case Bank 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 Bank, then in every such case, Borrower and Bank shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Bank shall continue as if no such proceedings had occurred.

ARTICLE III

3.01 Successors and Assigns. This Mortgage shall be binding upon Borrower, its successors and assigns and subsequent owners of the Mortgaged Property, or any part thereof, and shall inure to the benefit of Bank, its successors and assigns and any holder of the Obligations.

3.02 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama.

3.03 Notices. All notices provided for herein shall be given and deemed received when given and received in accordance with the terms of the Credit Agreement.

3.04 Assignment. This Mortgage is assignable by Bank and any assignment of this Mortgage by Bank shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Bank.

3.05 Future Advances. THIS MORTGAGE SECURES FUTURE ADVANCES.

* * * * *

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be duly executed as of the day and year first above written.

AIG BAKER PELHAM, L.L.C.,
a Delaware limited liability company

By: AIG BAKER SHOPPING CENTER
PROPERTIES, L.L.C., a Delaware limited
liability company, its sole Member

By: [Signature]

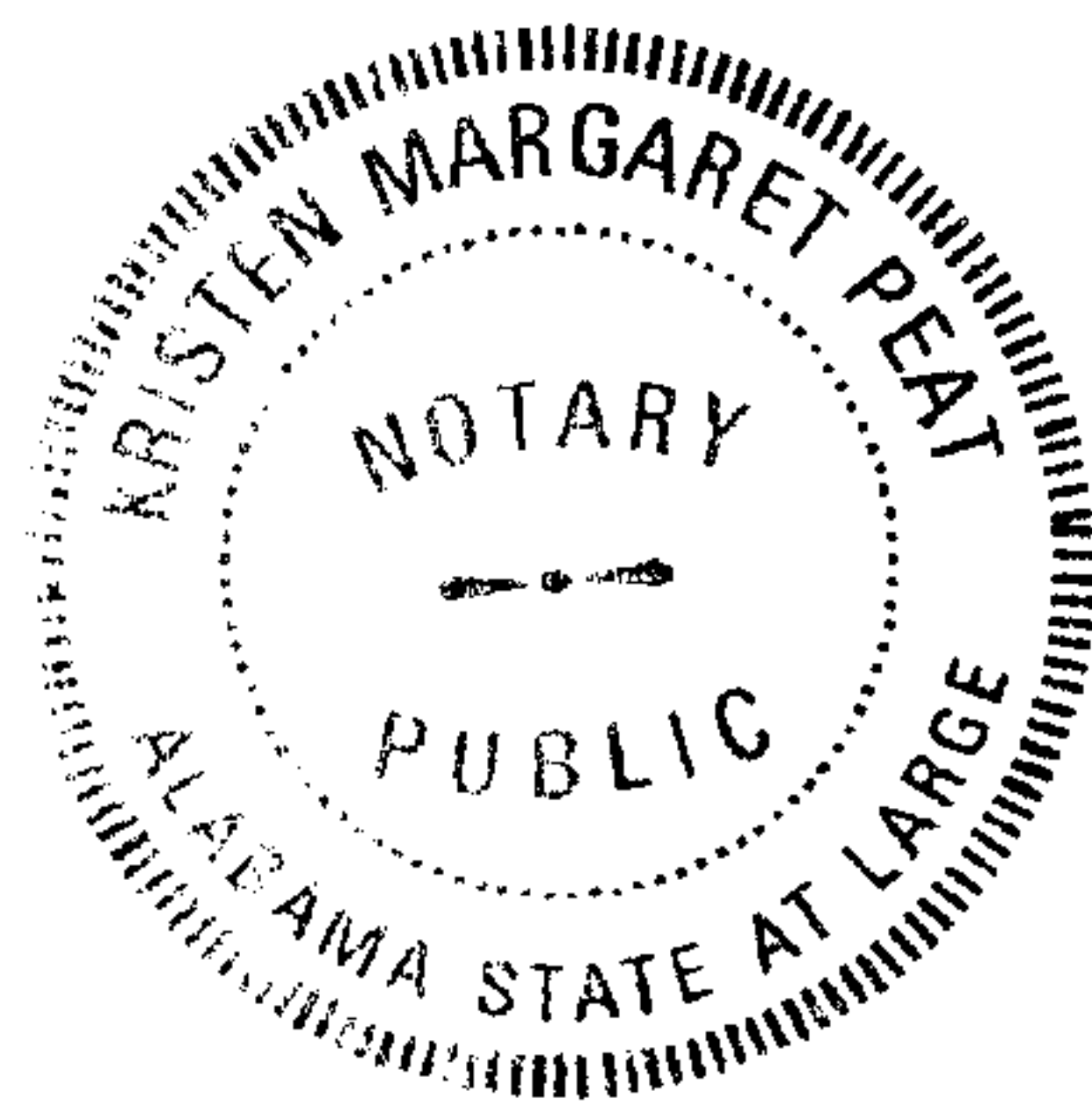
Its: PRESIDENT

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ALEX D. BAKER, whose name as PRESIDENT of AIG Baker Shopping Center Properties, L.L.C., a Delaware limited liability company, in its capacity as the sole Member of AIG Baker Pelham, L.L.C., a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such PRESIDENT and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 13th day of November, 2007.



Kristen Margaret Peat [SEAL]
Notary Public
My Commission Expires: July 24, 2010

EXHIBIT A


LEGAL DESCRIPTION AND PERMITTED EXCEPTIONS



20071129000542250 8/10 \$15593.00
Shelby Cnty Judge of Probate,AL
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First American Title Insurance Company

LEGAL DESCRIPTION


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Issuing Office File No.: T-76892

Tract I, II, III, IV, V and VI (Over-All):

Begin at the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama and run North 00 degrees 13 minutes 04 seconds East along the West line of said Northeast Quarter for 2,669.99 feet to the Northwest corner of said Northeast Quarter of Section 25, thence run North 00 degrees 18 minutes 32 seconds West along the West line of the Southeast Quarter of Section 24, Township 20 South, Range 3 West for 1,321.06 feet to the Southeast corner of the Southwest Quarter of Section 24, Township 20 South, Range 3 West; thence run North 89 degrees 55 minutes 41 seconds West along the South line of said Southwest Quarter for 1,979.01 feet to a point on the East right of way line of US Highway No. 31, said point begins on a curve to the right having a radius of 2,126.80 feet and a central angle of 12 degrees 40 minutes 42 seconds; thence run along said right of way line a chord bearing of North 00 degrees 04 minutes 25 seconds West for 470.62 feet; thence run South 80 degrees 12 minutes 50 seconds East for 416.43 feet; thence run North 09 degrees 44 minutes 50 seconds East for 208.49 feet; thence run North 80 degrees 07 minutes 11 seconds West for 418.85 feet to a point on the East right of way line of US Highway No. 31, said point being on a curve to the right having a radius of 2,126.80 feet and a central angle of 01 degrees 09 minutes 25 seconds; thence run along said right of way line a chord bearing of North 12 degrees 28 minutes 55 seconds East for 42.94 feet; thence run South 80 degrees 15 minutes 10 seconds East for 329.24 feet; thence run North 09 degrees 51 minutes 12 seconds East for 653.12 feet to a point on the North line of the Northwest Quarter of the Southwest Quarter of said Section 24; thence run North 79 degrees 45 minutes 09 seconds West for 331.95 feet to a point on the East right of way line of US Highway No. 31; thence run North 09 degrees 33 minutes 43 seconds East for 935.41 feet to a point on the East right of way line of Atlantic Coast Railroad, said point being on a curve to the left having a radius of 2,057.53 feet; thence run along said curve and said right of way line a chord bearing of South 70 degrees 03 minutes 19 seconds East for 245.55 feet; thence run South 73 degrees 28 minutes 27 seconds East for 4.45 feet; thence run South 63 degrees 13 minutes 41 seconds West for 94.59 feet; thence run North 89 degrees 49 minutes 55 seconds West for 130.00 feet; thence run South 81 degrees 38 minutes 02 seconds East for 70.00 feet; thence South 39 degrees 38 minutes 02 seconds East for 359.54 feet; thence run North 52 degrees 17 minutes 58 seconds East for 236.36 feet; thence run South 73 degrees 28 minutes 26 seconds East for 1,337.61 feet; thence run North 00 degree 07 minutes 33 seconds West for 104.12 feet to a point on the Southerly right of way line of Atlantic Coast Railroad and the Point of Beginning of a curve to the right having a radius of 1,659.00 feet; thence run along said curve and said right of way line a chord bearing of South 36 degrees 15 minutes 09 seconds East for 2,098.74 feet to the Point of a Tangent to said curve; thence run South 00 degrees 00 minutes 40 seconds East along said tangent and said right of way line for 1,513.83 feet; thence run North 88 degrees 36 minutes 21 seconds West for 613.85 feet; thence run South 00 degrees 09 minutes 19 seconds West for 2,668.56 feet to a point on the South line of the Southwest Quarter of the Northeast Quarter of said Section 25; thence run North 88 degrees 44 minutes 08 seconds West along said Quarter-Quarter line for 658.47 feet to the Point of Beginning.

Tract IIA:


Commence at the Southwest corner of the Southeast Quarter of Section 24, Township 20 South, Range 3 West and run South 88 degrees 36 minutes 21 seconds East along South line of said Quarter Section for 1369.47 feet to a point on the East right of way line of Atlantic Coast Railroad and the Point of Beginning of the tract of land herein described. Said Point of Beginning begin on the East right of way line of Atlantic Coast Railroad; thence continue along the last described course for 155.49 feet to a point on the West right of way line of Interstate Highway No. 65; said point being on a curve to the left having a radius of 28,497.89 feet; thence run along said right of way line a chord bearing of North 04 degrees 33 minutes 37 seconds West for 1,299.22 feet; thence run North 23 degrees 40 minutes 51 seconds West for 130.53 feet to a point on the East right of way line of Atlantic Coast Railroad; thence run South 00 degrees 00 minutes 40 seconds East along said right of way line for 1,410.75 feet to the Point of Beginning.

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First American Title Insurance Company

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Issuing Office File No.: T-76892


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Tract IIB:

Commence at the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 24, Township 20 South, Range 3 West and run North 89 degrees 18 minutes 03 seconds East along the South line of said Quarter-Quarter Section for 791.29 feet to a point on the Southwest right of way line of Atlantic Coast Railroad; thence run South 56 degrees 20 minutes 32 seconds East for 344.43 feet to a point on the Northwest right of way line of said railroad and the Point of Beginning of the tract herein described; thence run North 55 degrees 37 minutes 47 seconds East for 38.96 feet; thence North 36 degrees 13 minutes 56 seconds West for 417.29 feet; thence run North 61 degrees 28 minutes 04 seconds West for 204.96 feet; thence run South 36 degrees 26 minutes 33 seconds West for 31.47 feet to a point on the Northeast right of way line of said railroad, said right of way line having a radius of 1,759.00 feet; thence run along said right of way line a chord bearing of South 45 degrees 27 minutes 19 seconds East for 600.14 feet to the Point of Beginning.

Parcel II:

A parcel of land situated in the Northwest Quarter of the Southwest Quarter of Section 24, Township 20 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama; and being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; thence run North 89 degrees 55 minutes 41 seconds West along the North line of said Quarter-Quarter for a distance of 1,979.01 feet to the Easterly right of way of Highway 31, (Right of Way Width 200 feet), said point also being the point of curvature of a curve to the right, having a radius of 2,126.80 feet, a central angle of 12 degrees 40 minutes 42 seconds, a chord length of 469.66 feet and a chord bearing of North 00 degrees 04 minutes 25 seconds West; thence continue along the arc of said curve and said right of way for a distance of 470.62 feet to the Point of Beginning; said point also being the point of curvature of a curve to the right, having a radius of 2,126.80 feet, a central angle of 05 degrees 38 minutes 17 seconds, a chord length of 209.20 feet and a chord bearing North 09 degrees 05 minutes 05 seconds East; thence continue along the arc of said curve and said right of way for a distance of 209.28 feet; thence leaving said right of way run South 80 degrees 07 minutes 52 seconds East for a distance of 418.28 feet; thence run South 09 degrees 35 minutes 26 seconds West for a distance of 208.58 feet; thence run North 80 degrees 12 minutes 50 seconds West for a distance of 416.43 feet to the Point of Beginning.