

STATE OF ALABAMA)

COUNTY OF SHELBY)

**MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT
AND FINANCING STATEMENT**

THIS MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Mortgage") is entered into as of this 22nd day of February, 2008.

KNOW ALL MEN BY THESE PRESENTS that whereas **R. WESTSIDE FUNERAL CHAPEL, INC., d/b/a WESTSIDE FUNERAL HOME** (the "Mortgagor"), an Alabama S corporation, with a mailing address at 8505 U.S. Highway 31, Calera, Alabama 35040, has become justly indebted to **SEEDCO FINANCIAL SERVICES, INC.**, a New York corporation, having a mailing address at 915 Broadway, 17th Floor, New York, NY 10010 (the "Mortgagee") in the sum of SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00), together with interest thereon, as evidenced by a promissory note made, executed and delivered this date by Mortgagor to Mortgagee (the "Note").

NOW, THEREFORE, in consideration of the indebtedness described above, and other valuable consideration to the undersigned, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment and performance of the Note, any extensions, renewals, modifications and increases thereof and substitutions therefor and all interest thereon and late charges and expenses, all sums advanced by Mortgagee pursuant to the terms of this Mortgage, all obligations of Mortgagor under this Mortgage and all other indebtedness (including, without limitation, future loans and advances) now or hereafter owed to Mortgagee by Mortgagor, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint and several, and otherwise secured or not (collectively, the "Indebtedness"), and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned Mortgagor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, GRANT A SECURITY INTEREST IN, TRANSFER AND WARRANT unto Mortgagee the following described property (collectively, the "Mortgaged Property"):

- (1) That certain real property located in Shelby County, Alabama as more fully described in Exhibit "A" attached hereto and made a part hereof (the "Real Property")

SUBJECT TO THE MATTERS SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF;

together with all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining thereto, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagor in and to all buildings, improvements, equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this Mortgage (all of the foregoing real property, equipment, and fixtures being sometimes hereinafter called the "Premises");

(2) All proceeds of and income from the Premises, present and future rents, fruits, revenues, income and profits accruing from time to time from the use, possession, occupancy or lease of all or any part of the Premises and from Mortgagor's operation thereof including, without limitation, rights to rents, royalties, rentals, shut in payments and other payments which are rents or rentals attributable to Mortgagor's sale, lease or other disposition of Mortgagor's right to explore or develop mineral interests in the Premises and rights under and proceeds of any timber contract (collectively, the "Rents"), and all present and future leases of all or any part of the Premises ("Leases");

(3) All timber of all kind, character and description planted and/or growing, to be planted and/or grown, or to be extracted on the Real Property;

(4) All oil, gas and other minerals to be extracted from the Real Property, to the extent owned by Mortgagor, if any;

(5) All other intangible property incidental or accessory to the Premises or its use (the "Intangibles"), including without limitation (i) the right to receive proceeds and awards from the sale, lease, insurance loss, claims for damages, or condemnation, expropriation or other taking of the Premises (the "Proceeds"); (ii) rights under service, maintenance, or warranty contracts relating to the Premises, and (iii) rights under trade names, patents, or copyrights that are subject to use in connection with the Premises or Mortgagor's business or other activities conducted thereon; and

(6) All inventory arising from Mortgagor's activities conducted on the Premises.

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

As additional security for the Indebtedness, Mortgagor grants to Mortgagee a security interest in all of the Mortgaged Property. In addition to all of its rights, hereunder or otherwise, Mortgagee shall have all of the rights of a secured party under the Alabama

Uniform Commercial Code, or under the Uniform Commercial Code in force in any other state to the extent applicable.

1. Covenants. For the purpose of further securing the payment of all of the secured Indebtedness, Mortgagor represents, warrants, covenants and agrees with Mortgagee, its successors and assigns, as follows:

1.01 Mortgagor is lawfully seized in fee and possessed of the realty comprised in the Mortgaged Property and has good and valid title to the personalty comprised in the Mortgaged Property, has a good right to convey the same as aforesaid, and will warrant and forever defend the title of Mortgagee to the Mortgaged Property against the lawful claims of all persons whomsoever, and the Mortgaged Property is free and clear of all liens, encumbrances, easements and restrictions not herein specifically mentioned.

1.02 The Mortgaged Property shall remain specially mortgaged, pledged, affected and hypothecated to, and subject to a security interest in favor of, Mortgagee until the full and final payment of the Indebtedness and cancellation of this Mortgage from the public records. Mortgagor shall not sell, mortgage, transfer, assign, pledge, lease or create any security interest in the Mortgaged Property. In no event shall any such act by Mortgagor, whether or not authorized by Mortgagee, prejudice the rights of Mortgagee under this Mortgage.

1.03 Mortgagor shall prevent any impairment of the security of this Mortgage. Mortgagor shall maintain the Mortgaged Property in good condition and operating in compliance with all zoning regulations, local building codes and other laws of whatever kind and nature, including, without limitation, all environmental laws (as hereinafter defined). Mortgagee may, at its option, cause compliance at Mortgagor's sole cost. Mortgagor shall not make any structural changes to the Mortgaged Property without Mortgagee's prior written consent, which shall not be unreasonably withheld. Mortgagee shall have the right to conduct or obtain, at Mortgagor's expense, appraisals of the Mortgaged Property in an amount sufficient to allow the uninterrupted payment by Mortgagor of all sums due under the Note in the event of a casualty.

1.04 (a) Mortgagor shall maintain insurance with respect to the Mortgaged Property for full replacement value against risk of loss by fire, wind, storm, flood, tornado, hurricane, theft, and all such other hazards, casualties, acts of God, business interruption and contingencies as may be deemed necessary by Mortgagee. The insurance shall be in such amounts and issued by such companies as are acceptable to Mortgagee and Mortgagee shall be listed as an additional insured thereon. All policies of insurance shall (i) be delivered to Mortgagee on or before August 31, 2007, (ii) contain a loss payable clause in favor of Mortgagee, and (iii) be in a form acceptable to Mortgagee. All renewal policies shall be delivered to Mortgagee at least fifteen (15) days prior to the expiration date of the existing policy.

(b) The insurance policies required by this Mortgage shall provide that any loss payable to Mortgagee and Mortgagor, as their respective interests may appear, shall be payable to Mortgagee notwithstanding any act or omission of Mortgagor or of any other party, which would otherwise result in a forfeiture of such insurance, and that policies shall not be canceled even for nonpayment of premium or the coverage reduced without at least thirty (30) days prior written notice to Mortgagee.

(c) Mortgagor shall promptly notify Mortgagee of any insured loss. If Mortgagee receives any sum of money from any insurance policy affecting the Mortgaged Property, Mortgagee may, at its option and in such manner as it may determine, (i) retain the money and apply it first toward the final payment of the Note, with any excess being applied to satisfy other monthly installments called for by the Note, in inverse order, with no change in the due date or amount of any other monthly installment payments or (ii) pay all or part of the money, under such conditions as Mortgagee may determine, to Mortgagor to enable Mortgagor to repair or restore the Mortgaged Property or use the money for any other purpose satisfactory to Mortgagee, all without prejudice to, and without affecting the lien of, this Mortgage.

1.05 All taxes, local and special assessments and governmental and utility charges and interest thereon, if any, imposed or assessed on all or any part of the Mortgaged Property (collectively, the "Taxes") have been paid except ad valorem taxes for the current year not yet due and payable. Mortgagor shall pay promptly when due all Taxes, and Mortgagor shall furnish Mortgagee evidence of the payment of the Taxes. If Mortgagor for any reason does not pay promptly when due any of the Taxes, Mortgagee is hereby authorized to pay such unpaid Taxes with full subrogation to all rights of all authorities imposing such Taxes by reason of Mortgagee's payment, and Mortgagor shall promptly reimburse Mortgagee on demand for Taxes paid by Mortgagee. Mortgagor shall, if requested by Mortgagee, pay to Mortgagee an amount equal to the estimated annual Taxes and the premiums for the insurance required by this Mortgage, so that Mortgagee shall have sufficient funds available to pay such Taxes and insurance premiums, and Mortgagor shall, at the option of Mortgagee, pay such amounts either thirty (30) days before they become due, or in equal monthly payments in advance, with such payments commencing one (1) month after the date of this Mortgage.

1.06 Mortgagor shall pay promptly when due all of Mortgagor's obligations that might, if unpaid, result in or permit the creation of a lien or encumbrance on all or any part of the Mortgaged Property. Mortgagor shall do everything necessary to preserve the priority of this Mortgage without any expense to Mortgagee. Mortgagor shall notify Mortgagee immediately if any lien is filed against any part of the Mortgaged Property or if any part of the Mortgaged Property is seized, attached, or levied against. Mortgagor shall immediately obtain the release of the Mortgaged Property from any seizure, lien, or

attachment, and if Mortgagor fails to do so, Mortgagee may, at its option, obtain the release of the Mortgaged Property at Mortgagor's expense.

1.07 (a) Mortgagor shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Mortgaged Property, its use, construction, or maintenance, including, without limitation, all zoning regulations, building codes and Environmental Laws. As used in this Mortgage, "Environmental Laws" shall mean any and all federal, state or local laws, rules, regulations, orders, permits, or ordinances involving the environment including, but without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9607 et seq., as amended by the Superfund Amendment and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (codified as amended in various sections of 42 U.S.C.), the Hazardous Materials Transportation Act, Pub. L. No. 93-633, 88 Stat. 2156 (codified as amended in various sections of 46 U.S.C.); the Clean Water Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., as they now exist or may subsequently be modified, supplemented or amended. Mortgagor warrants that neither Mortgagor, any occupant of the Mortgaged Property, nor the Mortgaged Property is in violation of or subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any of the Environmental Laws.

(b) Mortgagor shall forever indemnify, defend and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns from and against all harms, including, without limitation, damages, punitive damages, liabilities, losses, demands, claims, costs, recovery actions, lawsuits, administrative proceedings, orders, response costs, compliance costs, investigation expenses, consultant fees, attorneys' fees and litigation expenses arising from (i) the operation of any of the Environmental Laws, and (ii) the violation by Mortgagor, any occupant of the Mortgaged Property, or the Mortgaged Property of any of the Environmental Laws. Mortgagor shall pay all costs and expenses incurred by Mortgagee to enforce the provisions of this paragraph, including, without limitation, attorneys' fees and litigation expenses. The provisions of this paragraph shall survive the cancellation of this Mortgage and shall remain in full force and effect beyond the expiration of any applicable statute of limitations and payment or satisfaction in full of any single claim of Mortgagee within the scope of the provisions of this paragraph.

1.08 Mortgagor shall not remove any part of the Mortgaged Property from its present location without Mortgagee's prior written consent.

1.09 Mortgagor shall permit Mortgagee and its agents to have access to, and to inspect the Mortgaged Property at all reasonable times.

1.10 Mortgagor hereby agrees to pay promptly all charges, costs, and attorneys' fees and taxes incurred in connection with the preparation, execution, and recordation of this Mortgage and any financing statement filed in connection with this Mortgage.

1.11 If Mortgagor fails to perform any obligation under this Mortgage, then the Mortgagee may, at its option, perform such obligation, and the cost of such performance shall be reimbursable to Mortgagee upon demand and added to the amount secured by this Mortgage. Authorizations granted to the Mortgagee to pay or perform obligations on behalf of the Mortgagor are solely for the benefit of Mortgagee, to be exercised in Mortgagee's sole discretion, and shall be performed at the sole risk and expense of Mortgagor. Mortgagee shall have no liability to Mortgagor, or any other party, either directly or by set-off or compensation, for failure to perform such obligations or for performing in a manner that causes damage to the Mortgagor.

1.12 Mortgagor shall well and truly pay and discharge the Indebtedness as it shall become due and payable, whether now or hereafter incurred.

1.13 Unless Mortgagee's written consent has been obtained in advance, Mortgagor will not cause or allow possession of the Mortgaged Property to remain in any other person or entity to the exclusion of Mortgagor. Mortgagor will not sell, assign, transfer, convey, lease or sublet all or any part of the Mortgaged Property or any oil, gas or mineral rights or other interest therein without the prior written consent of Mortgagee. Mortgagee may condition its consent to any transfer of possession of, or an interest in, the Mortgaged Property upon the obligor's or transferee's agreement to pay a greater rate of interest on all or any part of the Indebtedness or to adjust the payment schedule of all or any part of the Indebtedness, and upon Mortgagee's approval of the creditworthiness of the transferee and the transferee's payment to Mortgagee of a reasonable transfer or assumption fee.

1.14 Upon any partial taking by eminent domain of the Premises, there shall be applied to the final payment of the Note the proportion of the proceeds that equals the proportion that the amount of the sums secured by the Mortgage immediately prior to the date of the taking bears to the fair market value of the Premises immediately prior to the date of taking, with the balance paid to Mortgagor. If the entire Premises is taken, the proceeds shall be applied to the sums secured by this Mortgage with any excess paid to the Mortgagee. Nothing herein shall change the due date or amount of any installment due and payable under the terms of the Note.

1.15 As additional security for all Indebtedness, all liabilities and obligations for which the Note has been given as security, and all other obligations of Mortgagor to Mortgagee, now existing or hereafter arising, Mortgage hereby pledges and assigns to Mortgagee all Rents and all of Mortgagor's rights in and under all Leases covering the Mortgaged Property, if any. Upon the occurrence and during the continuance of a Default

(hereinafter defined), and after any applicable notice and right to cure periods, Mortgagee shall have the right, power and privilege (but shall be under no duty) to demand possession of the Rents, which demand shall to the fullest extent permitted by applicable law by sufficient action by Mortgagee to entitle Mortgagee to immediate and direct payment of the Rents (including delivery to Mortgagee of Rents collected for the period in which the demand occurs and for any subsequent period), for application as provided in this Mortgage, all without the necessity of any further action by Mortgagee, including, without limitation, any action to obtain possession of the Mortgaged Property. Mortgagor hereby authorizes and directs the tenants under the Leases, upon the occurrence and during the continuance of a Default hereunder, and after any applicable notice and right to cure periods, to pay Rents to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, without any obligation on the part of any tenant to determine whether a default has in fact occurred and regardless of whether Mortgagee has taken possession of any portion of the Mortgaged Property, and the tenants may rely upon any written statement delivered by Mortgagee to the tenants. Any such payment to Mortgagee shall constitute payment to Mortgagor under the Leases. The assignment contained herein shall become null and void upon the release of this Mortgage.

Mortgagor hereby irrevocably appoints Mortgagee, upon an Event of Default and after any applicable notice and right to cure periods, to be its agent and attorney-in-fact (coupled with an interest), to demand, sue for, collect, receive, and receipt for the Rents and Proceeds, and to exercise all the rights and privileges of Mortgagor under any of the Leases or Intangibles affecting the Mortgaged Property, including without limitation, the right to fix or modify the amount of the Rents, to evict any lessee, tenant or occupant (the "Lessee") from the Mortgaged Property, to relet such property and to do all such things as Mortgagee may deem necessary. Mortgagor hereby irrevocably consents that, upon an Event of Default and after any applicable notice and right to cure periods, all Lessees of the Mortgaged Property shall be authorized to pay the Rents directly to Mortgagee without liability for the determination of the actual existence of any Default, the Lessees being hereby expressly relieved of any obligation to Mortgagor with respect to Rents paid to Mortgagee. All Rents and Proceeds collected under this Mortgage shall be applied, after payment of all costs and charges, as a credit against the Indebtedness. Mortgagee shall have no legal or contractual responsibility for the condition of the Mortgaged Property, for any obligation to perform Leases affecting the Mortgaged Property, or for any dangerous or defective condition of the Mortgaged Property. Mortgagor indemnifies and shall defend the Mortgagee and its agents, employees, successors, and assigns (the "Indemnified Parties") and to hold them harmless from any cost, expense, liability, loss, or damage, including, without limitation, reasonable attorneys' fees, which may or might be incurred by them by reason of the assignment of and security interest in the Rents, Leases and Intangibles. The obligation set forth herein to indemnify, defend, and hold the Indemnified Parties harmless shall be secured by this Mortgage.


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1.16 Mortgagor covenants, represents and warrants that: (i) upon execution thereof, Mortgagor will have good title to, and will be the owner of the entire lessor's or landlord's interest in, the Leases and Rents hereby assigned and Mortgagor has authority to assign them; (ii) upon execution thereof, all Leases will be valid and enforceable; (iii) unless otherwise stated herein, no Rents or Leases have been or will be assigned, mortgaged, pledged or otherwise encumbered and no other person has or will acquire any right, title or interest in such Rents or Leases; (iv) no Rents have been, or will be waived, released, discounted, set off or compromised except in the ordinary court of business, in the exercise of Mortgagor's sound business judgment; (v) except as stated in the Leases or as otherwise disclosed to Mortgagee, Mortgagor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued Rents; (vi) Mortgagor shall perform all of its obligations under the Leases and enforce the tenants' obligations under the Leases to the extent enforcement is prudent under the circumstances; (vii) there shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Mortgaged Property without the prior written consent of Mortgagee; and (viii) Mortgagee may at any time and from time to time by specific written instrument intended for the purpose, unilaterally subordinate the lien of this Mortgage to any Lease, without joinder or consent of, or notice to, Mortgagor, any tenant or any other person, and notice is hereby given to each tenant under a Lease of such right to subordinate. No such subordination shall constitute a subordination to any lien or other encumbrance, whenever arising, or improve the right of any junior lienholder; and nothing herein shall be construed as subordinating this Mortgage to any Lease.

Mortgagee's acceptance of this assignment shall not be deemed to constitute Mortgagee a "mortgagee in possession," nor obligate Mortgagee to appear in or defend any proceeding relating to any Lease or to the Mortgaged Property or to take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under any Lease, or assume any obligation for any deposit delivered to Mortgagor by any tenant and not as such delivered to and accepted by Mortgagee. Mortgagee shall not be liable for any injury or damage to person or property in or about the Mortgaged Property, or for Mortgagee's failure to collect or to exercise diligence in collecting Rents, but shall be accountable only for Rents that it shall actually receive. Neither the assignment of Leases and Rents nor enforcement of Mortgagee's right regarding Leases and Rents (including collection of Rents) nor possession of the Mortgaged Property by Mortgagee nor Mortgagee's consent to or approval of any Lease (nor all of the same), shall render Mortgagee liable on any obligation under or with respect to any Lease or constitute affirmation of, or any subordination to, any Lease, occupancy, use or option. If Mortgagee seeks or obtains any judicial relief regarding Rents or Leases, the same shall in no way prevent the concurrent or subsequent employment of any other appropriate rights or remedies nor shall same constitute an election of judicial relief for any foreclosure or any other purpose. Mortgagee neither has nor assumes any obligations as lessor or landlord with respect to any Lease. The rights of Mortgagee hereunder shall be cumulative of all other rights of Mortgagee.

1.17 All of the covenants and agreements of Mortgagor herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of Mortgagee and its successors and assigns. As used in this Mortgage, the term "Mortgagors" also means "Mortgagor, or any of them;" the singular includes the plural, and vice versa; and the use of one gender includes all other genders. The obligations of Mortgagor hereunder are joint and several. The provisions of this Mortgage and of the Note or Notes secured hereby are severable, and the invalidity or unenforceability of any provision of this Mortgage or of any such Note or Notes shall not affect the validity or enforceability of the other provisions of this Mortgage or of such Note or Notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee under any other agreement, at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. Time is of the essence with respect to every covenant contained in this Mortgage. This Mortgage also constitutes a financing statement, and a carbon or photostatic copy of this Mortgage may be filed as a financing statement in any public office.

UPON CONDITION, HOWEVER, that if Mortgagor shall well and truly pay and discharge all the secured Indebtedness (including, without limitation, all extensions, renewals and increases of the original Indebtedness) as the same shall become due and payable and shall in all things do and perform all acts and covenants by them herein agreed to be done or performed in strict accordance with the tenor and effect thereof, and if there is no outstanding commitment or agreement by Mortgagee to make advances, incur obligations or otherwise give value under any agreement, including, without limitation, agreements providing for future advances, open-end, revolving or other lines of credit, or letters of credit, then and in that event only, this conveyance and the security interest herein granted shall be and become null and void, (except the agreements of indemnity made herein, which shall survive the termination of this Mortgage).

2. Default; Remedies.

2.01 The occurrence of any one or more of the following events shall constitute a default (a "Default") under this Mortgage:

- (a) Failure to use proceeds as specified in Section 3 of the Note;
- (b) Any of the Warranties (as defined in the Note) made by Borrower (as defined in the Note) in Section 9 of the Note has been false, misleading, or incorrect;
- (c) Failure to pay principal or interest when due pursuant to Section 4 of the Note;
- (d) Failure by the Borrower(s) to duly perform or observe any term, covenant, agreement or warranty contained in the Note, or any other document executed in connection with or securing the Note, including without limitation, this Mortgage;

e) Borrower(s) becoming insolvent or generally failing to pay, or admitting in writing its inability or unwillingness generally to pay, debts as they become due;

f) The filing by the Borrower(s) of a voluntary petition in bankruptcy or the adjudication of the Borrower(s) as a bankrupt or insolvent, or the filing by the Borrower(s) of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for Borrower(s) under any present or future federal or state law or regulation relating to bankruptcy, insolvency or other relief for debtors; or the seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of the Borrower(s) or of all or any substantial part of the Collateral (as defined in the Note) or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or the making of any general assignment for the benefit of creditors or the admission in writing of an inability to pay debts generally as they become due by Borrower(s);

g) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against the Borrower(s) seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law or regulation relating to bankruptcy, insolvency, or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof; or the appointment of any trustee, receiver or liquidator for the Borrower(s) or for all or any substantial part of the Collateral or of any or all of the rents, revenues, issues, earnings, profits or income thereof, without the consent or acquiescence of the Borrower(s), as the case may be, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive);

h) The attachment, seizure of or levy upon any collateral securing the Note;

i) The acceleration of the due date of any obligation of Borrower(s) to Lender prior to the expressed maturity date thereof;

j) Any default by the Borrower(s) or the occurrence of any event of default under any other document executed in connection with or securing the Note;

k) The occurrence of any event or events, taken individually or in combination, which in Lender's sole determination, may have a material adverse effect on the operations or finances of the Borrower;

(l) The death, adjudication of incompetence, dissolution, liquidation or insolvency of Mortgagor or merger, or sale of equity interest in Mortgagor; and

(m) Any default by the Borrower(s) or the occurrence of any event of default under any other document executed in connection with or securing the Note, dated October 18, 2006, by Mortgagor in favor of Mortgagee.

2.02 If a Default occurs, Mortgagee may, at Mortgagee's option, without notice to Mortgagor, declare the Indebtedness and all obligations for which the Note is given as security to be immediately due and payable, and may immediately exercise all remedies provided under this Mortgage or by law.

2.03 Upon Default, Mortgagee shall have the right to enter upon and take possession of the Mortgaged Property and after or without taking such possession to sell the same (or such part or parts thereof as Mortgagee may from time to time elect to sell) at the front or main door to the courthouse of the county (or the division thereof) where said property, or any substantial material or part of said property, is located, at public outcry for cash, after first giving notice of the description of the property to be sold and the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in the county or counties in which the property to be sold is located (or if no newspaper is published in any such county, then in a newspaper published in an adjoining county); and upon the payment of the purchase price, Mortgagee or the auctioneer at said sale is authorized to execute to the purchaser for and in the name of Mortgagor a good and sufficient deed to the property sold.

2.04 Mortgagee shall apply the proceeds of any sale or sales under this Mortgage as follows: First, to the expenses of advertising, selling, preparing the Mortgaged Property for sale, and conveying, including reasonable attorneys' fees (including, without limitation, attorneys' fees incurred by Mortgagee in connection with any proceeding seeking to enjoin the foreclosure of this Mortgage, otherwise challenge the right of Mortgagee to foreclose this Mortgage or sell any of the Mortgaged Property under this Mortgage and attorneys' fees incurred in connection with any appeal); second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, assessments, and other liens and mortgages, and in making repairs, with interest thereon; third, to the payment of the Indebtedness hereby secured and interest thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagor or to whomsoever then appears of record to be the owner of Mortgagor's interest in said property.

2.05 Mortgagee may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder.

2.06 Mortgagor hereby waives any requirement that the Mortgaged Property be sold in separate tracts and agrees that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

2.07 The power of sale granted herein is a continuing power and shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all of the Indebtedness and other obligations secured hereby have been satisfied in full.

2.08 Upon the occurrence of any such event described above, with respect to all of the Mortgaged Property which is personal property, Mortgagee shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, and shall have, without limitation, the right to take possession of any of the property herein transferred which is personal property and, with or without taking

possession thereof, to sell the same at one or more public or private sales, or to proceed as to both the Real Property and personal property in accordance with Mortgagee's rights and remedies in respect of the Real Property, at the election of Mortgagee. At Mortgagee's request, Mortgagor agrees to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagor hereby waives, to the extent permitted by law, any requirement of a judicial hearing and notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of said property, or of any part thereof, will be held and agree that any required notice which cannot be waived shall be sufficient if delivered to Mortgagor or mailed to Mortgagor at the address set forth above, or such other address as Mortgagor shall have furnished to Mortgagee in writing for that purpose, not less than five (5) days before the date of such sale or other intended disposition of said property.

2.09 In addition to the rights and remedies of the Mortgagee upon an event of Default as set forth above, the Mortgagee may also obtain all funds in any deposit accounts at Mortgagee posted, pledged or assigned by or for the benefit of Mortgagor and apply said funds to the Indebtedness and obligations owed by Mortgagor to Mortgagee. Any excess funds remaining after application of any such deposit account proceeds to the Indebtedness secured hereby will be paid to Mortgagor or the individual account owner, as its interest may appear.

2.10 Mortgagor may exercise any other remedies set forth in the Note.

3 Notices All notices required herein shall be given as follows:

If to Lender:

Loan Portfolio Manager
Seedco Financial Services, Inc.
915 Broadway, 17th Floor
New York, NY 10010
Fax: (212) 473-0357
Phone: (212) 473-0255

If to Borrower:

Mr. Ricky DeLaine, Owner and Secretary
R. Westside Funeral Chapel
8505 U.S. Highway 31
Calera, Alabama 35040
Phone: (205) 668-1188

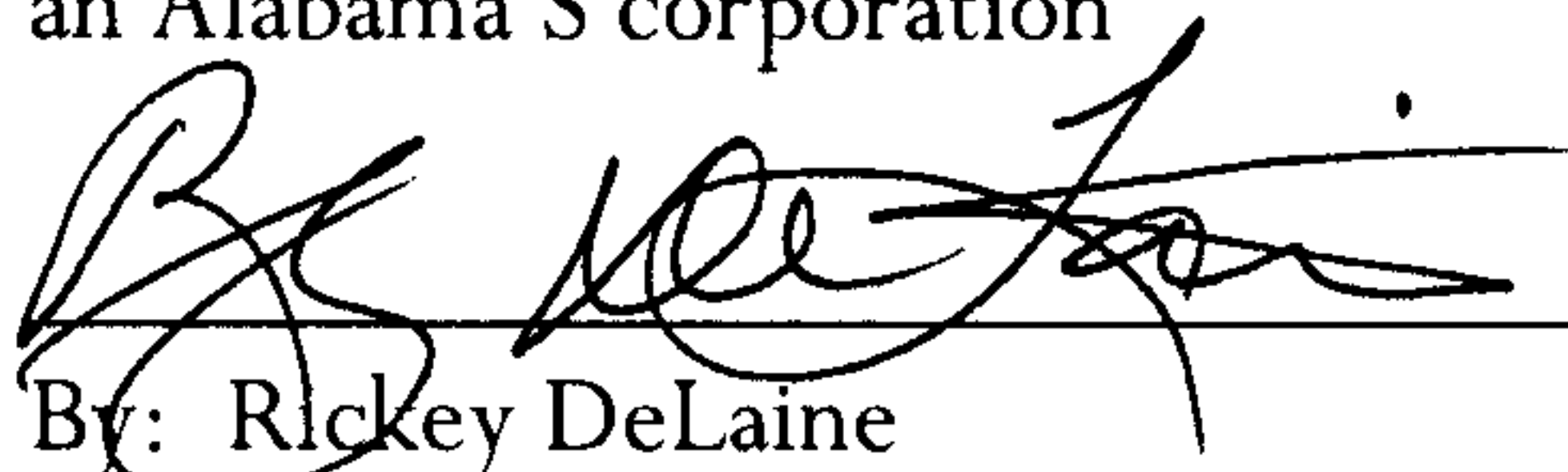

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Shelby Cnty Judge of Probate, AL
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Except for any notices, demands, requests or other communications required under applicable law to be given in another manner, whenever the parties give or serve any notices, demands, requests or other communications with respect to this Mortgage, each such notice, demand, request or other communication shall be in writing and shall be delivered personally, by facsimile, mailed by certified or registered mail or sent by a nationally recognized courier service such as Federal Express, and properly addressed in accordance with this Section and shall be deemed given upon receipt or refusal to accept. Any party may change its address for such notices by delivering or mailing to the other party hereto, as aforesaid, a notice of such change.

IN WITNESS WHEREOF, the undersigned has set his or her hand and seal, this the 22nd day of February, 2008.

MORTGAGOR:

R. WESTSIDE FUNERAL CHAPEL, INC.,
an Alabama S corporation

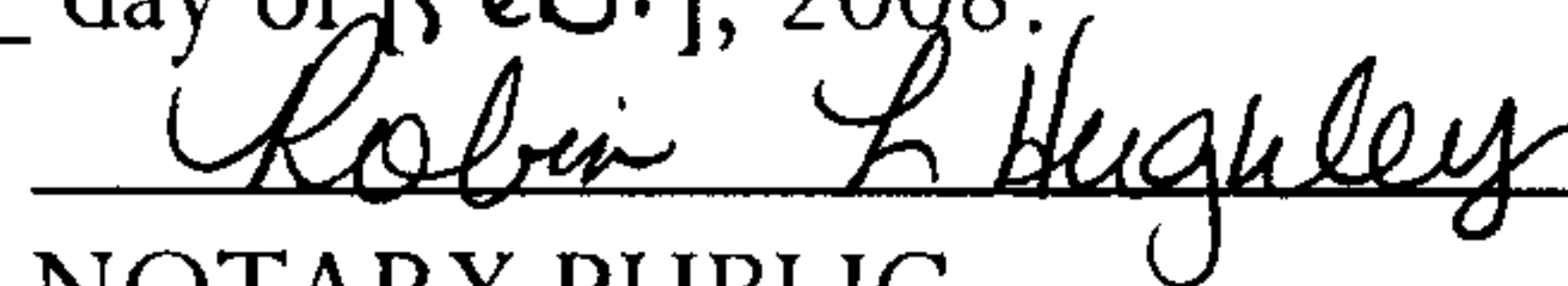

By: Rickey DeLaine
As Its: Owner and Secretary

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Robin L. Huguley, a Notary Public in and for said county and state, hereby certify that Nathan Hicks, whose name as owner of R. WESTSIDE FUNERAL CHAPEL, INC., an Alabama S corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, in such capacity, executed the same voluntarily on behalf of the said corporation on the day the same bears date.

Given under my hand this 22nd day of Feb., 2008.


NOTARY PUBLIC

My Commission Expires: _____

MY COMMISSION EXPIRES FEBRUARY 2, 2009

THIS INSTRUMENT PREPARED BY:

Candace D. Johnson
Adams and Reese, L.L.P.
Post Office Box 1348
Mobile, Alabama 36633
Telephone: (251) 433-3234


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Exhibit A

Legal Description of Real Property

Lots 4, 5 and 6, Block 270, according to the Survey of J.H. Dunstan's Map of Town of Calera, in the Probate Office of Shelby County, Alabama

Exhibit B

Title Exceptions

1. Easements and rights of way shown by the public records.
2. Encroachments, overlaps, boundary line disputes or other matters that would be disclosed by an accurate survey or inspection of the premises.
3. Any adverse claim to any portion of said land that has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
4. Taxes or special assessments that are not yet due and payable.
5. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including but not limited to gas, oil, sand, gravel and other minerals, in, on and under subject property.
6. General, ad valorem and special taxes or assessments not yet due and payable.
7. Rights of the public to that portion of the property lying within the right of way of public roads.
8. Lien of Seedco Financial Services, Inc. with respect to the property, pursuant to a mortgage dated October 18, 2006.