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Shelby Cnty Judge of Probate, AL
09/03/2008 11:59:59AM FILED/CERT

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

F&M300-5/89**Mortgagor:**

**KARSONS INTERNATIONAL,
INC., an Alabama corporation
357 Highway 304
Calera, Alabama 35040**

Mortgagee:

**METRO CITY BANK

5441 Buford Highway, Suite 109,
Doraville, Georgia 30340**

**THE STATE OF GEORGIA
GWINNETT COUNTY**

**This instrument was prepared by:
ANDERSEN, TATE & CARR, P.C.
1505 Lakes Parkway, Suite 100
Lawrenceville, Georgia 30043
Attn: Michael J. Hay, Esq.**

KNOW ALL MEN BY THESE PRESENTS: That whereas

KARSONS INTERNATIONAL, INC., an Alabama corporation

Having become justly indebted to **METRO CITY BANK** with offices in Doraville, Georgia, (together with its successors and assigns, hereinafter called "Mortgagee") in the sum of Two Million Six Hundred Forty Thousand and no/100ths Dollars (\$2,640,000.00) together with interest thereon, as evidenced by a promissory note or notes of even date herewith.

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned

KARSONS INTERNATIONAL, INC., an Alabama corporation

(hereinafter referred to as "Mortgagor") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property ("Property") situated in Shelby County, State of Alabama, viz:

All that tract or parcel of land lying and being located in Shelby County, Alabama, said tract being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

Together all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagor in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures, inventory and articles of personal property and accessions thereof and renewals, replacement thereof and substitutions therefor, if any (including, but not limited to, beds, bureaus, chiffoniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, food carts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispenses, icemakers, radios, televisions sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers), other customary hotel equipment and other property of every kind and nature, whether tangible or intangible, whatsoever, owned by Mortgagor, or in which Mortgagor has or shall have an interests, now or hereafter located upon the Property, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Property and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Property, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Property, including any leases of any of the foregoing, and the proceeds of any sale or transfer of the foregoing and other equipment and fixtures now or hereafter attached or appertaining to said premises, together with all rents and other revenues thereof and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Property, including any extensions, renewals, modifications or amendments thereof (the "Leases"); and all rents, rent equivalents,

moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses) income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Mortgagor or its agents or employees from any and all sources arising from or attributable to the Property, all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of right of the use and occupancy of property or rendering of services by Mortgagor or any operator or manager of the hotel or commercial space located in the Improvements or acquired from others (including, without limitation, from the rental or any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption and other loss of income insurance (hereinafter collectively referred to as the "Rents") together with all of proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the indebtedness secured hereby, however, that although this mortgage contains (and it is hereby agreed that this mortgage contains) a present, current, unconditional and absolute assignment of all of said income, rents, issues, profits and revenues, Mortgagor and Mortgagee have agreed that so long as there shall exist no "Default" (as hereinafter defined) Mortgagor shall have the sole right to collect routine payments and revenues related to such income, rents, issues, profits and revenues, it being agreed that upon the occurrence of a "Default" (as hereinafter defined) hereunder such right shall be automatically revoked without the necessity of further action by Mortgagee, and all products and/or proceeds of any of the foregoing, including without limitation, insurance proceeds, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property".

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

This Real Estate Mortgage and Security Agreement is given to secure the payment of the following described indebtedness (hereinafter referred to collectively as the "Secured Indebtedness"):

(a) The debt evidenced by that certain Promissory Note dated of even date herewith, made by Mortgagor, payable to the order of Mortgagee, in the principal face amount of **TWO MILLION SIX HUNDRED FORTY THOUSAND AND NO/100THS DOLLARS (\$2,640,000.00)**, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced thereby, or any replacement note or notes that may be substituted for said Promissory Note after the date hereof (collectively hereinafter referred to as the "Note"), with interest on the outstanding principal at the rates provided for in the Note, with the final payment being due not later than **AUGUST 19, 2015**; and

(b) Any and all additional advances made by Mortgagee to protect or preserve the Property or the security interest created hereby in the Property, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Mortgagor's obligations hereunder or for any other purpose provided herein (whether or not the original Mortgagor remains the owner of the Property at the time of such advances); and

(c) Any and all costs, expenses, charges, liabilities, commissions and attorneys' fees now or hereafter chargeable to or incurred by, or disbursed by, Mortgagee as provided for herein, or by applicable law; and

(d) Any and all other indebtedness now or hereafter owing by Mortgagor to Mortgagee under the Loan Documents, as hereinbelow defined.

The Note, this Mortgage, and all documents, instruments, deeds, mortgages, security agreements and agreements now or hereafter evidencing, securing or otherwise relating to the Note, this Mortgage, or the Secured Indebtedness, together with any and all renewals, modifications, consolidations and extensions thereof, are collectively hereinafter referred to as the "Loan Documents."

For the purpose of further securing the payment of said indebtedness Mortgagor warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, or should Mortgagor default in the performance of any covenant under this mortgage (whether or not Mortgagor have defaulted in the payment of such taxes, assessments, liens, or mortgages), Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagor default in any of such obligations, Mortgagee may perform Mortgagor's obligations (but Mortgagee is not obligated to do so).

3. That they will keep the buildings and other improvements, on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including floor and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a standard mortgagee's clause providing at least 10 days notice to Mortgagee of cancellation of such insurance, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will

pay the premiums therefor as the same become due. Mortgagor shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagor or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagor. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagor fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagor and Mortgagee or for the benefit of Mortgagee along, at Mortgagee's election. If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice to Mortgagee.

a. In the event of any insured damage to or destruction of the Property or any part thereof (an "Insured Casualty") where (i) the proceeds of insurance are sufficient to enable Mortgagor to fully restore the Property when combined with any funds immediately available from Mortgagor; (ii) the term of, and proceeds from, Mortgagor's business interruption insurance shall be sufficient to fully cover the period that the Property are undergoing restoration; (iii) a material portion of tenant leases with respect to the Property have not been, and cannot be, terminated as a result of the Insured Casualty; (iv) the restoration can be completed within twelve (12) months from the date the Insured Casualty occurred, (or within such shorter time period as may be required by tenant leases); then, if no default shall have occurred and be continuing beyond the expiration of any applicable cure, the proceeds of insurance shall be applied to reimburse Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Property or the part thereof subject to the Insured Casualty, as provided below, and Mortgagor covenants and agrees to commence and diligently prosecute such restoring, repairing, replacing or rebuilding.

b. Except as provided in Paragraph (a) above, the proceeds of insurance collected upon any Insured Casualty shall, at the option of Mortgagee, in its sole discretion, be applied to the payment of the Secured Indebtedness or applied to reimburse Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Property or the part thereof subject to the Insured Casualty, in the manner set forth below. In no case shall any such application reduce or postpone any payments otherwise required pursuant to the Note, other than the final payment due on the Note.

c. In the event the proceeds of insurance, if any, shall be made available to Mortgagor for the restoring, repairing, replacing or rebuilding of the Property, Mortgagor covenants to restore, repair, replace and rebuild the Property to be of at least equal value and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with applicable law and plans and specifications approved in advance by Mortgagee. Mortgagor shall pay all costs (and if required by Mortgagee, shall deposit the total thereof with Mortgagee in advance) of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of Insurance made available pursuant to the terms of this paragraph.

d. In the event Mortgagor is entitled to reimbursement out of insurance proceeds held by Mortgagee such proceeds shall be disbursed from time to time upon Mortgagee being furnished with (i) evidence satisfactory to it of the estimated cost of completion of the restoration, repair, replacement and rebuilding; (ii) funds, or at Mortgagee's option, assurances satisfactory to Mortgagee that such funds are available, sufficient in addition to the proceeds of insurance to complete the proposed restoration, repair, replacement and rebuilding; and (iii) such waivers of lien for work performed, contractor statements, title endorsements, and other evidence of

payment and performance as Mortgagee may reasonably require and approve. Mortgagee may require that all plans and specifications for restorations, repair, replacement and rebuilding be submitted to and approved by Mortgagee prior to commencement of work, which approval shall not be unreasonably withheld. Any surplus which may remain out of insurance proceeds held by Mortgagee after payment of all cost of restoration, repair, replacement and rebuilding shall be delivered to Mortgagor, provided such restoration was performed in accordance with the provisions of this Section and Mortgagor is not then in default in its obligations under this Mortgage or the Note thereby secured.

4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagor will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. Following an Event of Default, all payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagor each month or other payment period in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the principal sum of the indebtedness hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payment of the same nature required hereunder in the subsequent year; but if the accrual amount of any such item shall exceed the estimate therefor, Mortgagor shall without demand forthwith make good the deficiency. Failure by Mortgagor to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof, and that they will keep the same repaired and at all times will maintain the same in as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagor fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge liens or mortgages, on the mortgaged property or other obligations of Mortgagor or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the rate of 10% per annum from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagor to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagor, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, liens, assessment or obligations, it being agreed by Mortgagor that no terms or conditions contained in this mortgage can be waived, altered or changed except by writing signed by Mortgagee.

8. That those Mortgagor who are obligated to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, any renewals or extensions thereof, and any other notes or obligations of such Mortgagor to Mortgagee, whether now or hereafter incurred.

9. That subject to the terms and conditions of this mortgage, Mortgagee may proceed to collect the rent, income and profits from the mortgaged property, either with or without the appointment of a receiver (to which appointment Mortgagor hereby consent), and Mortgagee may notify the lessees or other payors thereof to make payment directly to Mortgagee. Any rents, income and profits collected by Mortgagee prior to foreclosure of this mortgage, less the costs of collecting the same, including any real estate or property management commissions and attorneys' fees incurred, shall be credited first to advances made by Mortgagee and the interest thereon, then to interest due on the indebtedness hereby secured, and the remainder, if any, shall be applied toward the payment of the principal sum of the indebtedness hereby secured.

10. That the occurrence of any one or more of the following events shall constitute an "Event of Default" by Mortgagor hereunder:

(a) Mortgagor shall fail to pay in full when due and payable any installment of principal, interest or escrow deposits, as required by the Note, this Real Estate Mortgage and Security Agreement, or otherwise, and such failure shall not be cured within five (5) calendar days from the due date thereof ; or

(b) Mortgagor fails duly to observe any covenant, condition or agreement of this Real Estate Mortgage and Security Agreement or of any other instrument evidencing the Secured Indebtedness and such failure is not cured within fifteen (15) calendar days after the effective date of written notice from Mortgagee to Mortgagor unless a shorter cure period for any specific covenant or condition is specified herein; or

(c) There shall have occurred a "Default" or an "Event of Default" under and as defined in any of the Loan Documents; or

(d) Any warranties or representations made or agreed to be made in this Real Estate Mortgage and Security Agreement or in any other instrument evidencing or securing the Secured Indebtedness shall be breached by Mortgagor or shall prove to be false or materially misleading; or

(e) Any lien or claim of lien for labor, material, taxes, or otherwise shall be filed against the Property and not be removed, bonded, or contested in accordance with the terms of Section 2 above within thirty (30) calendar days after the date of Mortgagor's receipt of actual notice of such filing; or

(f) A levy shall be made under any process on, or a receiver be appointed for, the Property or any other property of Mortgagor and such levy not be removed or receiver dismissed within thirty (30) calendar days of date of process or appointment; or

(g) Mortgagor, or any current or future guarantor of the Secured Indebtedness (hereinafter called a "Guarantor") shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other similar relief for debtors; or

(h) Mortgagor or any Guarantor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor or of any Guarantor or of all or any part of the Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or

(i) Mortgagor or any Guarantor shall make any general assignment for the benefit of creditors; or

(j) Mortgagor or any Guarantor shall commence or have instituted against it the process of dissolution, liquidation, or both dissolution and liquidation; or

(k) (i) There shall be filed a petition against Mortgagor, or any Guarantor, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or (ii) there shall be filed a petition seeking the appointment of any trustee, receiver or liquidator of Mortgagor, or of any Guarantor, or of all or

any substantial part of the Property, or of any or all of the income, rents, issues, profits or revenues thereof, unless any such petition described in the foregoing clauses (i) and (ii) shall be dismissed within sixty (60) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

(l) if possession of the mortgaged property is allowed to remain in any other person or entity to the exclusion of Mortgagor for a period of one year or more, or if all or any part of the mortgaged property or any interest therein is sold, assigned, transferred or conveyed by Mortgagor, or any of them, without Mortgagee's prior written consent; or

(m) Mortgagor shall, without the prior written consent of Mortgagee, voluntarily or by operation of law, transfer, convey or assign the Property, or any part of, or interest in, the Property as security for an indebtedness other than for the indebtedness secured hereby,

(n) There shall occur, any default in the payment or performance of any obligation, or any defined event of default, under any provisions of any contract, instrument or document pursuant to which Mortgagor has incurred any obligation for borrowed money, any purchase obligation, or any other liability of any kind to Mortgagee.

Any periods of grace, cure or notice provided for the benefit of Mortgagor in this Real Estate Mortgage and Security Agreement and in the other Loan Documents shall run concurrently and not consecutively.

11. Whenever in any of the Loan Documents Mortgagor is obligated to pay the legal fees of Mortgagee's counsel, such obligation shall be limited to the fees of Mortgagee's counsel which are actually incurred.

12. That all 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 the successors and assigns of Mortgagee. The provisions of this mortgage and the Note are severable, and that the invalidity or unenforceability of any provision of this mortgage or of the Note shall not affect the validity and enforceability of the other provisions of this mortgage or of the Note. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee 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. 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 indebtedness hereby secured (including extensions and renewals of the original indebtedness and all future advances) as the same shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void; but should and Event of Default occur, or

should the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or should a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or should any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or should at any time any of the covenants contained in this mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or should Mortgagor fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagor, and 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 before the Court House door of the County (or the division thereof) where said property, or any substantial part of said property, is located, at public outcry for cash, after first giving notice of 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 said 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. And upon the occurrence of any such event, Mortgagee shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, including, without limitation, the right to take possession of any of the property herein transferred which is personal property and to sell the same at one or more public or private sales, at the election of Mortgagee. At Mortgagee's request, Mortgagor agree to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagor agree that 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 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 days before the date of such sale or other intended disposition of said property. Mortgagee shall apply the proceeds of said sale or sales under this mortgage as follows: First, to the expenses of advertising, selling and conveying, including a reasonable attorneys' fees (including attorneys' fees incurred by Mortgagee in connection with any proceeding seeking to enjoin the foreclosure of this mortgage or otherwise challenging the right of Mortgagee to foreclose this mortgage); 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. Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. Mortgagor hereby waive any requirement that the

mortgaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

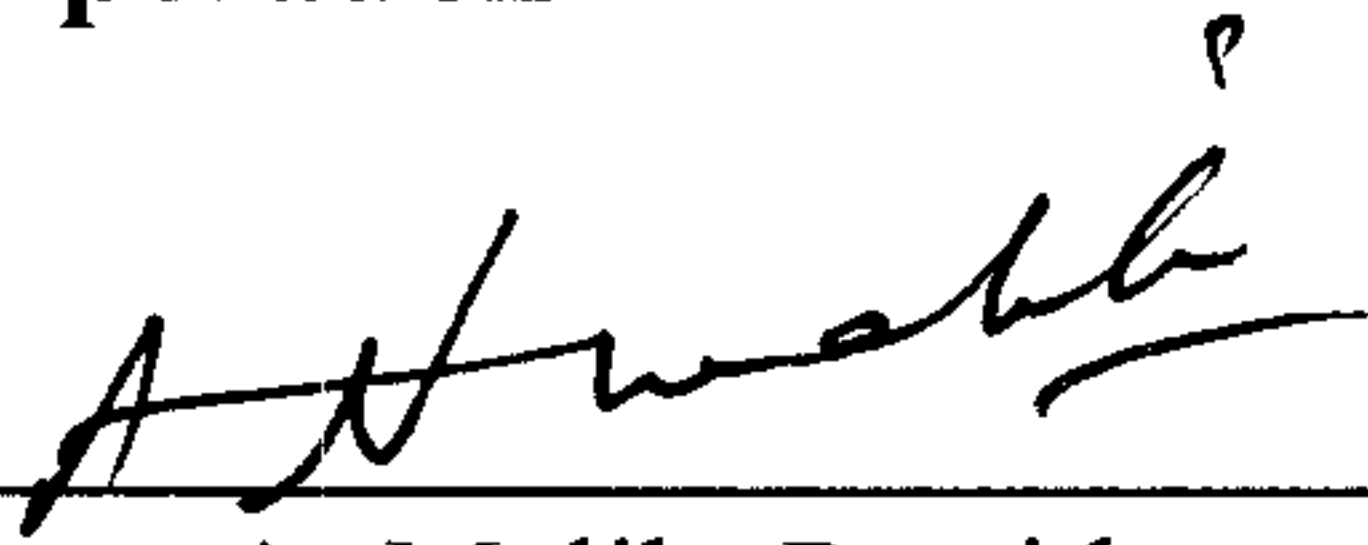
[SIGNATURES ON THE FOLLOWING PAGE]



20080903000351340 12/15 \$4013.00
Shelby Cnty Judge of Probate, AL
09/03/2008 11:59:59AM FILED/CERT

IN WITNESS WHEREOF, each of the undersigned has hereunto set his or her signature and seal or has caused this instrument to be executed by its officer(s) thereunto duly authorized, this 19th day of August, 2008.

**KARSONS INTERNATIONAL, INC., an
Alabama corporation**

By: 
Nouman A. Malik, President

[CORPORATE SEAL]

I hereby certify that the amount of indebtedness presently incurred is **\$2,640,000.00.**

METRO CITY BANK

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has hereunto set his or her signature and seal or has caused this instrument to be executed by its officer(s) thereunto duly authorized, this 19th day of August, 2008.

**KARSONS INTERNATIONAL, INC., an
Alabama corporation**

By: _____

Nouman A. Malik, President

[CORPORATE SEAL]


I hereby certify that the amount of indebtedness presently incurred is \$2,640,000.00.

METRO CITY BANK

By: _____

Name: Sue K. Yun
Title: Vice President

EXHIBIT "A"


20080903000351340 14/15 \$4013.00
Shelby Cnty Judge of Probate, AL
09/03/2008 11:59:59AM FILED/CERT

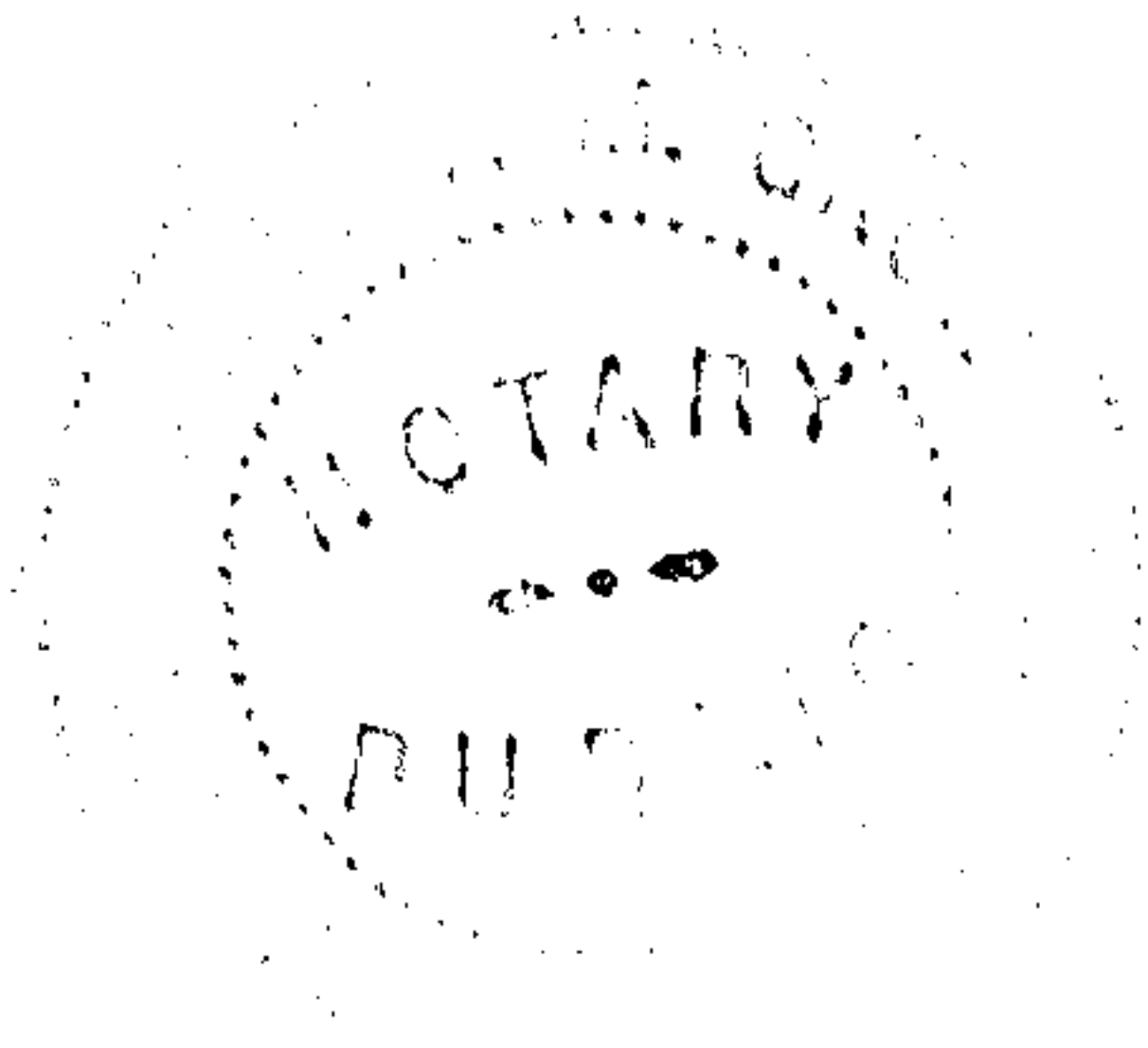
Lot 9A being a resurvey of Malik Subdivision, as recorded in Map Book 39, Page 43, in the Probate Office of Shelby County, Alabama.

THE STATE OF ALABAMA
JEFFERSON COUNTY

INDIVIDUAL ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County, in Said State, hereby certify that Nouman A. Malik, President of Karsons International, Inc., an Alabama 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, as such officer and with full authority, has executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and official seal this 19th day of August, 2008.



Christa M. Crow
Notary Public
[Notarial Seal]

PLEASE RETURN TO ANDERSEN, TATE & CARR, P.C. 1505 Lakes Parkway, Suite 100 Lawrenceville, Georgia 30043	REAL ESTATE MORTGAGE AND SECURITY AGREEMENT THE STATE OF ALABAMA, SHELBY COUNTY. Office of the Judge of Probate. I hereby certify that the within mortgage was filed in this office for record on the _____ day of _____ _____ at _____ o'clock _____ M., and duly record in Volume _____ of _____ Mortgages, at page _____, and examined. Judge of Probate
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