

This Instrument was prepared by  
and after recording should be returned to:

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MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF  
LEASES AND RENTS, FINANCING STATEMENT AND  
FIXTURE FILING

BY

JERRY C. CAMP, JR. AND TAMMY CAMP, HUSBAND AND WIFE,  
Mortgagor,

TO

WEBSTER BUSINESS CREDIT CORPORATION,  
as Agent and Mortgagee,

Relating to Premises in:

Shelby County, Alabama

DATED: As of December 1, 2008

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NOTE TO PROBATE COURT: THE MAXIMUM AMOUNT SECURED BY THIS MORTGAGE,  
SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS IS LIMITED TO \$2,000,000,  
AS MORE PARTICULARLY DESCRIBED HEREIN.

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS SERVES  
AS A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO SECTION 7-9A-  
502(c), CODE OF ALABAMA, 1975, AS AMENDED.

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF  
LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING

**THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING** ("Mortgage") is made as of December 1, 2008, by JERRY C. CAMP, JR. and TAMMY CAMP, husband and wife, each being an individual resident of the State of Alabama with his/her personal residence located at 240 Hawthorne Street, Birmingham, Alabama (individually and collectively, "Mortgagor"), to WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation, with an office at 360 Lexington Avenue, New York, New York 10017, as mortgagee, assignee and secured party, in its capacity as administrative agent on behalf of itself as a Lender and for the other Lenders, as hereinafter defined (together with any successors or assigns in such capacity, the "Agent" or "Mortgagee").

I.  
RECITALS

WHEREAS, Mortgagor is the owner and holder of fee simple title in and to all of the real estate more fully described in Exhibit A attached hereto (the "Premises"), which Premises forms a portion of the Property described below;

WHEREAS, on the date hereof, Mortgagor entered into that certain Limited Recourse Guaranty Agreement, dated as of the date hereof, in favor of Agent (as the same may be amended, restated, modified or otherwise supplemented and in effect from time to time, hereinafter the "Guaranty Agreement"), under which, among other things, the Mortgagor guaranteed to Agent and Lenders the payment of certain debts, liabilities and obligations of Meadowcraft, Inc., a Delaware corporation ("Borrower") described more particularly therein;

WHEREAS, subject to the debt limitation set forth herein, Mortgagor wishes to provide further assurance and security to the Agent and the Lenders and as a condition to the Agent and the Lenders accepting the Guaranty Agreement, the Agent and the Lenders are requiring that Mortgagor grant to the Agent, on behalf of the Lenders, a security interest in and a first mortgage lien upon the Property (as hereinafter defined), subject to the permitted encumbrances (if any) listed on Exhibit "B" attached hereto (the "Permitted Encumbrances") to secure all of Mortgagor's obligations under the Guaranty Agreement and this Mortgage. All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Guaranty Agreement.

II.  
THE GRANT

NOW, THEREFORE, in order to secure the payment of the Guaranteed Obligations (as that term is defined in the Guaranty Agreement) of Mortgagor under the Guaranty Agreement and this Mortgage that may now or hereafter become owing from Mortgagor to Mortgagee and the Lenders, up to the Maximum Amount (as hereinafter defined) (the "Guaranteed Obligations"), and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by Mortgagee to Mortgagor, the Recitals above stated, and for other good and valuable



consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor GRANTS, BARGAINS, SELLS, ASSIGNS, RELEASES, ALIENS, TRANSFERS, WARRANTS, DEMISES, CONVEYS and MORTGAGES to Mortgagee and its successors and assigns (for the benefit of the Lenders) forever (and grants to Mortgagee and its successors and assigns (for the benefit of the Lenders) forever a continuing security interest in and to) all of Mortgagor's estate, right, claim and interest in and to the Premises, together with all of Mortgagor's estate, right, claim and interest in and to the following described property, all of which other property is pledged primarily on a parity with the Premises and not secondarily (the Premises and the following described rights, interests, claims and property are collectively referred to as the "Property"):

(a) all buildings, structures and other improvements of every kind and description now or hereafter erected, situated, or placed upon the Premises (the "Improvements"; the Premises and the Improvements are collectively referred to as the "Real Property"), together with any and all personal property now or hereafter owned by Mortgagor and located in or on, forming part of, attached to, used or intended to be used in connection with, or incorporated in any such Improvements, including all extensions of, additions to, betterments, renewals of, substitutions for and replacements for any of the foregoing;

(b) all claims, demands, rights, title and interest of Mortgagor now owned or hereafter acquired, including without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to any and all (i) land or vaults lying within the right-of-way of any street, avenue, way, passage, highway, or alley, open or proposed, vacated or otherwise, adjoining the Premises; (ii) alleys, sidewalks, streets, avenues, strips and gores of land belonging, adjacent or pertaining to the Premises or the Improvements; (iii) storm and sanitary sewer, water, gas, electric, railway and telephone services relating to the Premises and the Improvements; (iv) development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Premises or any part thereof; and (v) tenements, hereditaments, easements, appurtenances, other rights, liberties, reservations, allowances and privileges relating to the Premises or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claims at law or in equity;

(c) all right, title and interest of Mortgagor in any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Premises or the Improvements or any portion thereof, now or hereafter existing or entered into (collectively "Leases");

(d) all rents, issues, profits, royalties, revenue, advantages, income, avails, claims against guarantors, all cash or security deposits, advance rentals, deposits or payments given and other benefits now or hereafter derived directly or indirectly from the Premises and Improvements under the Leases or otherwise (collectively "Rents"), subject to the provisions of Section 3.8 hereof;

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Shelby Cnty Judge of Probate, AL  
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(e) all right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or the Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Property now owned or hereafter acquired by Mortgagor;

(f) any interests, estates or other claims of every name, kind or nature, both in law and in equity, which Mortgagor now has or may acquire in the Premises and Improvements or other rights, interests or properties comprising the Property now owned or hereafter acquired;

(g) all rights of Mortgagor to any and all plans and specifications, designs, drawings and other matters prepared for any construction on the Premises or regarding the Improvements;

(h) all rights of Mortgagor under any contracts executed by Mortgagor with any provider of goods or services for or in connection with any construction undertaken on or services performed or to be performed in connection with the Premises or the Improvements;

(i) all right, title and interest of Mortgagor in and to all tangible personal property ("Personal Property") now or hereafter owned by Mortgagor and located in, on or at the Premises or the Improvements and used or useful in connection therewith, including, without limitation:

(i) all building materials and equipment located upon the Premises and intended for construction, reconstruction, alteration, repair or incorporation in or to the Improvements now or hereafter to be constructed thereon, whether or not yet incorporated in such Improvements (all of which shall be deemed to be included in the Property upon delivery thereto);

(ii) all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, plumbing, sprinkler, waste removal, refrigeration, ventilation, and all fire sprinklers, alarm systems, protection, electronic monitoring equipment and devices;

(iii) all window, structural, maintenance and cleaning equipment and rigs; and

(iv) all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used or useful in connection with the Premises or the Improvements; and

(j) all the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to (i) proceeds of insurance in effect with respect to the Property and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any



proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards").

TO HAVE AND TO HOLD the Property hereby mortgaged and conveyed or so intended, unto Mortgagee, its successors and assigns, forever, for the uses and purposes herein set forth, subject, however, only to the Permitted Encumbrances.

Mortgagor hereby covenants with Mortgagee: (i) that at the execution and delivery hereof, Mortgagor owns the Property and has good, indefeasible fee simple title therein; (ii) that the Property is free from all encumbrances and exceptions to title (and any claim of any other person) other than Permitted Encumbrances, (iii) that it has good and lawful right to mortgage the Property and to sell and convey the Property; and (iv) that Mortgagor and its successors and assigns shall forever warrant and defend the Property against all claims and demands whatsoever, other than the Permitted Encumbrances.

If and when the Obligations have been paid in full and Mortgagor has performed and observed all of the agreements, terms, conditions, provisions and warranties contained herein and in the Guaranty Agreement which could give rise to Obligations, then this Mortgage and the estate, right and interest of Mortgagee in and to the Property shall cease and shall be released at the cost of Mortgagor, but otherwise shall remain in full force and effect.

This Mortgage is given to secure the Obligations; provided, however, that notwithstanding anything to the contrary herein: (i) the total amount of the obligations owing under the Guaranty Agreement (the "Guaranteed Indebtedness") to be secured by this Mortgage shall not exceed \$2,000,000 (the "Maximum Amount") at any one time outstanding; (ii) the security afforded by this Mortgage for the Obligations shall not be reduced by any payments or other sums applied to the reduction of the Obligations so long as the total amount of outstanding Guaranteed Indebtedness exceeds the Maximum Amount and thereafter shall be reduced only to the extent that any such payments and other sums are actually applied by Mortgagee, in accordance with the Guaranty Agreement, to reduce the outstanding Guaranteed Indebtedness to an amount less than the Maximum Amount; and (iii) the limitation contained in the this paragraph shall only pertain to the Guaranteed Indebtedness and shall not be construed as limiting the amount of interest, fees, expenses, indemnified amounts and other obligations secured hereby that are not Guaranteed Indebtedness, it being the intention of the parties to this Mortgage that this Mortgage shall secure any Guaranteed Indebtedness remaining unpaid at the time of foreclosure up to the Maximum Amount plus all costs of collection and all other amounts (except Guaranteed Indebtedness in excess of the Maximum Amount) included in the Indebtedness.

III.  
GENERAL AGREEMENTS

3.1 Payment of Indebtedness. Mortgagor shall pay when due all amounts owing by Mortgagor in respect of the Obligations at the times and in the manner provided in the Guaranty Agreement and this Mortgage.

3.2 Impositions. Unless and except to the extent being properly contested by Mortgagor, Mortgagor shall pay prior to delinquency, all general taxes, special taxes, special assessments, water charges, sewer charges, and any other charges, fees, taxes, claims, levies, expenses, liens and assessments, ordinary or extraordinary, governmental or nongovernmental, statutory or otherwise (all of the foregoing being herein collectively referred to as "Impositions"), that may be asserted against the Property or any part thereof or Mortgagor's interest therein.

3.3 Payment of Impositions by Mortgagee. Upon the occurrence and during the continuance of an Event of Default (as hereinafter defined), Mortgagee is hereby authorized to make or advance, in the place and stead of Mortgagor, any payment relating to Impositions unless such matter is being properly contested by Mortgagor. Mortgagee may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy or the validity of any Impositions, lien, sale, forfeiture, or related title or claim. Mortgagee is further authorized to make or advance, in place of Mortgagor, unless such matter is being properly contested by Mortgagor, as provided in Section 3.2 above, any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge, or payment otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this Section 3.3, whenever, in Mortgagee's judgment and discretion, such advance is necessary to protect the full security intended to be created by this Mortgage. All such advances and indebtedness authorized by this Section 3.3 shall constitute Obligations and shall be repayable by Mortgagor upon demand with interest at the rate then in effect for "Revolving Credit Advances" made as "Domestic Rate Loans" (as those quoted terms are defined on the Credit Agreement) plus an additional 2% per annum ("Default Rate").

3.4 Condemnation and Eminent Domain. Mortgagor shall give Mortgagee prompt notice of all proceedings, instituted or threatened, seeking condemnation or a taking by eminent domain or like process (herein collectively called "Taking"), of all or any part of the Property or affecting any related easement or appurtenance (including severance of, consequential damage to, or change in grade of streets), and shall deliver to Mortgagee copies of any and all papers served to Mortgagor in connection with any such proceeding. Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option to participate in such proceeding and control the same and to be represented therein by counsel of its own choice, and Mortgagor will deliver, or cause to be delivered to Mortgagee such instruments as may be requested by it from time to time to permit such participation or control. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any and all Awards resulting from any Taking. Mortgagee is hereby authorized to collect and receive from the condemnation authorities all Awards and is further authorized to give appropriate receipts and acquittances. Such Award or payment, less the amount of any expenses incurred in litigating, arbitrating, compromising, or settling any claim



arising out of a Taking, shall be applied in the same manner as if they were proceeds from a casualty loss covered by insurance.

3.5 Restoration. In the event there shall be casualty loss or a Taking, and Mortgagee elects or is required to cause the applicable insurance proceeds or Award to be applied to restore, repair or replace the Property ("Restoration"), Mortgagee shall disburse such insurance proceeds or Award in accordance with disbursement procedures reasonably acceptable to Mortgagee, including, without limitation, such procedures as are customarily utilized by construction lenders to insure the lien free completion of construction projects. No such insurance proceeds or Award shall be disbursed unless the following conditions are satisfied within a reasonable period following the occurrence of the casualty loss or Taking (but in no event later than one hundred eighty (180) days following such occurrence) :

(a) Mortgagee shall have received and approved complete plans and specifications for the Restoration, if necessary and appropriate, which approval shall not be unreasonably withheld;

(b) Mortgagee shall have received and approved a construction contract for the work of Restoration with a contractor acceptable to Mortgagee, which approval shall not be unreasonably withheld;

(c) Mortgagee shall have received copies of all permits and approvals required in connection with the Restoration;

(d) Mortgagee shall be satisfied that the amount of the insurance proceeds or Award actually received (exclusive of the temporary application of insurance proceeds or an Award) together with such funds as shall be provided by Mortgagor is sufficient to pay all costs of the Restoration (as evidenced by a cost estimate prepared by an architect or engineer reasonably acceptable to Mortgagee); and

(e) Mortgagee shall be satisfied that after the Restoration is completed, the value of the Property, upon completion of the Restoration, will equal or exceed such value immediately prior to the applicable casualty, loss or taking.

3.6 Maintenance of Property. Mortgagor shall:

(a) promptly repair, restore, replace or rebuild any material portion of the Property which may become damaged, destroyed, removed, severed, or demolished, whether or not proceeds of insurance are available or sufficient for the purpose to the extent required under the Guaranty Agreement, with replacements at least substantially equal in quality and condition as previously existed, free from any security interest in, encumbrances on or reservation of title thereto except the lien of this Mortgage and Permitted Encumbrances;

(b) keep the Property in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claim except for Permitted Encumbrances; and

(c) not make any material alterations to the Property, except as required by law or municipal ordinance or in the ordinary course of business.

3.7 Prohibited Liens; Prohibited Transfers.

(a) Mortgagor shall not create, suffer, or permit to be created or filed against the Property any Lien superior or inferior to the lien created by this Mortgage, except Permitted Encumbrances.

(b) Mortgagor may not sell, lease or convey all or any part of the Property or any interest therein.

3.8 Assignment of Leases and Rents.

(i) All right, title, and interest of Mortgagor in and to all Leases and Rents are hereby transferred and assigned simultaneously herewith to Mortgagee. Although it is the intention of the parties that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall exist and be continuing under this Mortgage.

(b) Following the occurrence of an Event of Default and during the continuance thereof, (i) Mortgagee shall have the rights and powers as are provided herein, (ii) this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof to pay all Rents directly to Mortgagee without proof of the Event of Default, and (iii) Mortgagee shall have the authority, as Mortgagor's attorney-in-fact (such authority being coupled with an interest and irrevocable), to sign the name of Mortgagor and to bind Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Property. If Mortgagor, as lessor under any Lease, shall neglect or refuse to perform, observe and keep all of the covenants, provisions and agreements contained in such Lease, then, Mortgagee may (but need not) perform and comply with any such Lease covenants, agreements and provisions. All reasonable costs and expenses incurred by Mortgagee in complying with such covenants, agreements, and provisions shall constitute Obligations and shall be payable upon demand with interest payable at the Default Rate.

(c) Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under any Lease, and Mortgagor shall and does hereby agree, except to the extent of Mortgagee's gross negligence or willful misconduct, to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any Lease or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against it by reason of alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in such Lease. Should Mortgagee incur any such liability, loss or damage under any Lease or under or by reason of its assignment to Mortgagee, or in the defense of any claims or demands, the amount thereof, including



costs, expenses and reasonable attorneys' fees, shall constitute Obligations and shall be payable upon demand with interest thereon at the Default Rate.

3.9 Uniform Commercial Code.

(a) This Mortgage constitutes a Security Agreement as that term is used in the Uniform Commercial Code in the State (the "Code") with respect to any part of the Property which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (including all replacements thereof, additions thereto and substitutions therefor) (collectively, the "Personal Property Collateral"). All of Mortgagor's right, title and interest in the Personal Property Collateral is hereby assigned to Mortgagee to secure the payment of the Obligations.

(b) At any time after an Event of Default has occurred and shall be continuing, Mortgagee shall have the remedies of a secured party under the Code, including without limitation the right to take immediate and exclusive possession of the Personal Property Collateral or any part thereof. The remedies of Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Mortgagee, including having the Personal Property Collateral deemed part of the realty upon any foreclosure so long as any part of the Obligations remains unsatisfied.

(c) This Mortgage is intended to be a "fixture filing" for purposes of the Code with respect to the items of Property which are or may become fixtures relating to the Premises upon recording of this Mortgage in the real estate records of the proper office. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth on the first page hereof.

(d) Mortgagor hereby directs that Mortgagee shall cause to be recorded in the County in which the Premises are located, as well as with the applicable offices of the State, such financing statements and fixture filings as shall be necessary in order to perfect and preserve the priority of Mortgagee's lien upon the Personal Property Collateral.

3.10 Releases. Without notice and without regard to the consideration therefor, and to the existence at that time of any inferior liens, Mortgagee may release from the lien created hereby all or any part of the Property, or release from liability any person obligated to repay any of the Obligations, without affecting the liability of any party to this Mortgage, or the Guaranty Agreement and without in any way affecting the priority of the lien created hereby. Mortgagee may agree with any liable party to extend the time for payment of any part or all of the Obligations. Such agreement shall not in any way release or impair the lien created by this Mortgage or reduce or modify the liability of any person or entity obligated personally to repay the Obligations, but shall extend the lien created by this Mortgage as against the title of all parties having any interest in the Property.



3.11 Further Assurances. Mortgagor agrees that, upon the request of Mortgagee from time to time, it will, at Mortgagor's sole cost and expense, execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage. In the event that Mortgagor shall fail to do any of the foregoing, Mortgagee may, in its sole discretion, do so in the name of Mortgagor, and Mortgagor hereby appoints Mortgagee as its attorney-in-fact to do any of the foregoing.

#### IV. EVENT OF DEFAULT AND REMEDIES

4.1 Event of Default. The following will constitute "Events of Default" hereunder: (i) failure of Mortgagor to pay any Obligations as and when due, or (ii) failure of Mortgagor to comply with any term of the Guaranty Agreement or this Mortgage.

4.2 Foreclosure and Remedies. Upon the occurrence and during the continuation of an Event of Default, Mortgagee shall have the right to foreclose the lien hereof for such Obligations or part thereof and/or exercise any right, power or remedy provided in this Mortgage or under the Guaranty Agreement. Notwithstanding any term of this Mortgage to the contrary, recourse by Mortgagee shall be expressly limited to recovery under this Mortgage and the Property pledged herein. Mortgagor shall have no personal liability hereunder with respect to the Guaranteed Obligations, the Obligations or any costs of foreclosure incurred by Mortgagee, including, without limitation, reasonable attorneys' fees. Remedies Cumulative and Non-Waiver. No remedy or right of Mortgagee hereunder or under the Guaranty Agreement or otherwise, or available under applicable law, shall be exclusive of any other right or remedy. Each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on the occurrence and during the continuation of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature, nor shall it extend or affect any grace period. Every remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by Mortgagee. All obligations of Mortgagor, and all rights, powers and remedies of Mortgagee shall be in addition to, and not in limitation of, those provided by law or in the Guaranty Agreement (but subject thereto) or any other written agreement or instrument relating to any of the Obligations or any security therefor.

4.4 Expenses. In any proceeding to foreclose or partially foreclose the lien of this Mortgage, there shall be allowed and included, as additional indebtedness in the judgment or decree resulting therefrom, all expenses paid or incurred by or on behalf of Mortgagee in the protection of the Property and the exercise of Mortgagee's rights and remedies hereunder, which expenses may be estimated as to items to be expended after entry of any judgment or decree of foreclosure. Such expenses shall include: reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, survey costs, and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, and any similar data and assurances with respect to title to the Property as Mortgagee may deem reasonably necessary either to prosecute any such proceeding or to evidence to



bidders at any sale pursuant to such decree the true condition of the title to or value of the Premises or the Property. All such expenses shall be due and payable by Mortgagor upon demand with interest thereon at the Default Rate.

4.5 Mortgagee's Performance of Mortgagor's Obligations. Following the occurrence of an Event of Default and during the continuance thereof, Mortgagee, either before or after acceleration of the Obligations or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to (a) make any payment or perform any act herein or in the Guaranty Agreement, which is required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any form and manner deemed expedient to Mortgagee; (b) make full or partial payments of principal or interest on any permitted prior mortgage or encumbrance and purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises, or contest any Impositions; and (c) complete construction, furnishing and equipping of the Improvements upon the Premises and rent, operate and manage the Premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises and Improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, shall constitute Obligations, and shall become due and payable upon demand and with interest thereon at the Default Rate. Mortgagee, in making any payment hereby authorized: (x) for the payment of Impositions, may do so according to any bill or statement, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof unless Mortgagor shall have given written notice to Mortgagee that Mortgagor has validly contested the validity or amount of any such Imposition, and Mortgagor is exercising reasonable due diligence to pursue such contest, in which event Mortgagee shall not pay such Imposition; (y) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim or lien which may be asserted; or (z) for the completion of construction, furnishing or equipping of the Improvements or the Premises or the rental, operation or management of the Premises or the payment of operating cost and expenses thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate and may enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same itself.

4.6 Right of Possession. Following the occurrence of an Event of Default and during the continuance thereof, Mortgagor shall, immediately upon Mortgagee's demand, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of the Property or any part thereof, personally or by its agent or attorneys. Mortgagee may enter upon and take and maintain possession or may apply to the court in which a foreclosure is pending to be placed in possession of all or any part of the Property, together with all documents, books, records, papers, and accounts of Mortgagor or the then owner of the Property relating thereto. Mortgagee may exclude Mortgagor, such owner, and any agents and servants from the Property. As attorney-in-fact or agent of Mortgagor or such owner, or in its own name Mortgagee may hold, operate, manage, and control all or any part of the Property, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as it may deem proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Property, including actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor.



4.7 Application of Income Received by Mortgagee. Following the occurrence of an Event of Default and during the continuance thereof, Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Property to the payment of or on account of the following, in such order as Mortgagee may determine: (i) to the payment of the operating expenses of the Property including the cost of management thereof, established claims for damages, if any, and premiums on insurance hereinabove authorized; (ii) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; and (iii) to all other items which may under the terms hereof constitute Obligations, with interest thereon as provided herein or in the Guaranty Agreement.

4.8 Appointment of Receiver. Upon, or at any time after, the filing of a complaint to foreclose (or partially foreclose) this Mortgage, the court in which such complaint is filed shall, upon petition by Mortgagee, appoint a receiver for the Property. Such appointment may be made either before or after foreclosure sale, without notice, without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Obligations, without regard to the value of the Property at such time and whether or not the same is occupied as a homestead, and without bond being required of the applicant. Mortgagee or any employee of Mortgagee thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by applicable law, including the power to take possession, control, and care of the Property and to collect all rents thereof during the pendency of such foreclosure suit. The court from time to time, either before or after entry of judgment of foreclosure, may authorize the receiver to apply the net income in his hands in payment in whole or in part of the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale.

4.9 Foreclosure Sale. If an Event Default should occur and be continuing hereunder, Mortgagee and its successors or assigns shall have the right, with or without taking possession of the Property, to sell the Property at public outcry, in front of the courthouse door considered the front or main door to the courthouse of the county wherein the Property is located, to the highest bidder for cash, either in person or by auctioneer, after first giving notice of the time, place and terms of such sale, together with a description of the aged Property, by publication once a week for three (3) successive weeks in some newspaper published in said county, and, upon the payment of the purchase money, Mortgagee or any person conducting said sale for it is authorized and empowered to execute to the purchaser at said sale a deed to the Property so purchased in the name and on behalf of the Mortgagor, and the certificate of the holder of the mortgage indebtedness appointing said auctioneer to make such sale, shall be prima facie evidence of his authority in the premises. Alternatively, the equity of redemption from this Mortgage may be foreclosed by suit in any court of competent jurisdiction as now provided by law in the case of past due mortgages. The Property may be sold in one or more parcels. Mortgagee may bid for and acquire the Property or any part thereof at any sale made under or by virtue of this Mortgage and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the purchase price the unpaid amounts due and owing in respect of Obligations, the Guaranty Agreement or any other liabilities after deducting from the sales price the expenses of the sale and the costs of the action or proceedings and any other sums that Mortgagee is authorized to deduct under this Mortgage or applicable law.



4.10 Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, to all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 4.4 above; second, to all other items which may under the terms hereof constitute Obligations additional to that evidenced by the Guaranty Agreement; and third, any surplus to Mortgagor, its successors or assigns, as their rights may appear or to any other party legally entitled thereto.

4.11 Adjournment of Foreclosure Sale. Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and, except as otherwise provided by any applicable provisions of law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

4.12 Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in repairing, restoring, replacing or rebuilding any portion of the Property, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In case of the foreclosure of this Mortgage, the court in its judgment may provide that the judgment creditor may cause a new or additional loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor; and any such foreclosure judgment may further provide, unless the right of redemption has been waived, that in case of redemption under said judgment, then, and in every such case, the redemptory may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptory.

4.13 Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Mortgagor hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all rights to have the Property and estates comprising the Property marshaled upon any foreclosure of the lien of this Mortgage, and agrees that any court having jurisdiction to foreclose such lien may order the Property sold in its entirety. Mortgagor further waives any and all rights of redemption from foreclosure and from sale under any order or decree of foreclosure of the lien created by this Mortgage, for itself and on behalf of: (i) any trust estate of which the Premises are a part; (ii) all beneficially interested persons; (iii) each and every person acquiring any interest in the Property or title to the Premises subsequent to the date of this Mortgage; and (iv) all other persons to the extent permitted by the provisions of laws of the State in which the Premises are located.

4.14 Effect of Judgment. The obtaining of any judgment by Mortgagee and any levy of any execution under any judgment upon the Property shall not affect in any manner or to any extent the Lien of this Mortgage upon the Property or any part thereof, or any Liens, powers, rights and remedies of Mortgagee hereunder, but such Liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied.



V.  
MISCELLANEOUS

5.1 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered, deemed received and otherwise governed pursuant to Section 10.1 of the Guaranty Agreement.

5.2 Time of Essence. Time is of the essence of this Mortgage.

5.3 Covenants Run with Land. All of the covenants of this Mortgage shall run with the land constituting the Premises.

5.4 GOVERNING LAW. **THIS MORTGAGE SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ALABAMA.**

5.5 Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included.

5.6 Non-Waiver. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by any party, to or of any breach or default by any other party shall be deemed a consent to or waiver of the performance by such defaulting party of any other obligations or the performance by any other party of the same, or of any other, obligations.

5.7 Headings. The headings of sections and paragraphs in this Mortgage are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions.

5.8 Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

5.9 Successors and Assigns. This Mortgage shall be binding upon Mortgagor, its successors, assigns, legal representatives, and all other persons or entities claiming under or through Mortgagor. The word "Mortgagee," when used herein, shall include each of: (i) the Agent in its capacity as a Lender and as Agent for the other Lenders; and (ii) the Lenders, together with each of their successors, assigns and legal representatives.

5.10 Counterparts. This Mortgage may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one Mortgage.

5.11 Mortgagee in Possession. Nothing contained in this Mortgage shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Property.

5.12 Incorporation of Guaranty Agreement; No Conflicts. The terms of the Guaranty Agreement are incorporated by reference herein as though set forth in full detail. In the event of



a conflict between any other term or provision of this Mortgage and the Guaranty Agreement, the terms and provisions of the Guaranty Agreement shall control.

5.13 Additional Provisions. Notwithstanding anything contained herein to the contrary:


(a) The term "Obligations" as defined in this Mortgage shall include, without limitation, any judgment(s) or final decree(s) rendered to collect any money obligations of Mortgagor to Mortgagee and/or the Lenders and/or to enforce the performance or collection of all rights, remedies, obligations, covenants, agreements, conditions, indemnities, representations, warranties, and other liabilities of the Mortgagor under this Mortgage or the Guaranty Agreement. The obtaining of any judgment by Mortgagee and/or the Lenders (other than a judgment foreclosing this Mortgage) and any levy of any execution under any such judgment upon the Property shall not affect in any manner or to any extent the lien of this Mortgage upon the Property or any part thereof, or any liens, powers, rights and remedies of Mortgagee and/or the Lenders hereunder, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied. Furthermore, Mortgagor acknowledges and agrees that the Obligations are secured by the Property.

(b) To the extent the laws of the State of Alabama limit (i) the availability of the exercise of any of the remedies set forth in this Mortgage, including without limitation the right of Mortgagee and the Lenders to exercise self-help in connection with the enforcement of the terms of this Mortgage, or (ii) the enforcement of waivers and indemnities made by Mortgagor, such remedies, waivers, or indemnities shall be exercisable or enforceable, any provisions in this Mortgage to the contrary notwithstanding, if, and to the extent, permitted by the laws in force at the time of the exercise of such remedies or the enforcement of such waivers or indemnities without regard to the enforceability of such remedies, waivers or indemnities at the time of the execution and delivery of this Mortgage.

(c) Even though the lien of this Mortgage shall be released from the Property subject to Article I, any of the terms and provisions of this Mortgage that are intended to survive shall nevertheless survive the release or satisfaction of this Mortgage whether voluntarily granted by Mortgagee or the Lenders, as a result of a judgment upon judicial foreclosure of this Mortgage or in the event a deed in lieu of foreclosure is granted by Mortgagor to Mortgagee and/or the Lenders.

5.14 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Mortgage. In the event an ambiguity or question of intent or interpretation arises, this Mortgage shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of this Mortgage.

(SIGNATURE PAGE FOLLOWS)

  
20081219000470510 15/19 \$3065.00  
Shelby Cnty Judge of Probate, AL  
12/19/2008 11:23:07AM FILED/CERT

IN WITNESS WHEREOF, Mortgagor has duly signed and delivered this  
Mortgage as of the date first above written.

  
JERRY C. CAMP, JR.

  
TAMMY CAMP



20081219000470510 16/19 \$3065.00  
Shelby Cnty Judge of Probate, AL  
12/19/2008 11:23:07AM FILED/CERT



STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jerry C. Camp, Jr. and Tammy Camp, who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same for and as his free act and deed, individually.

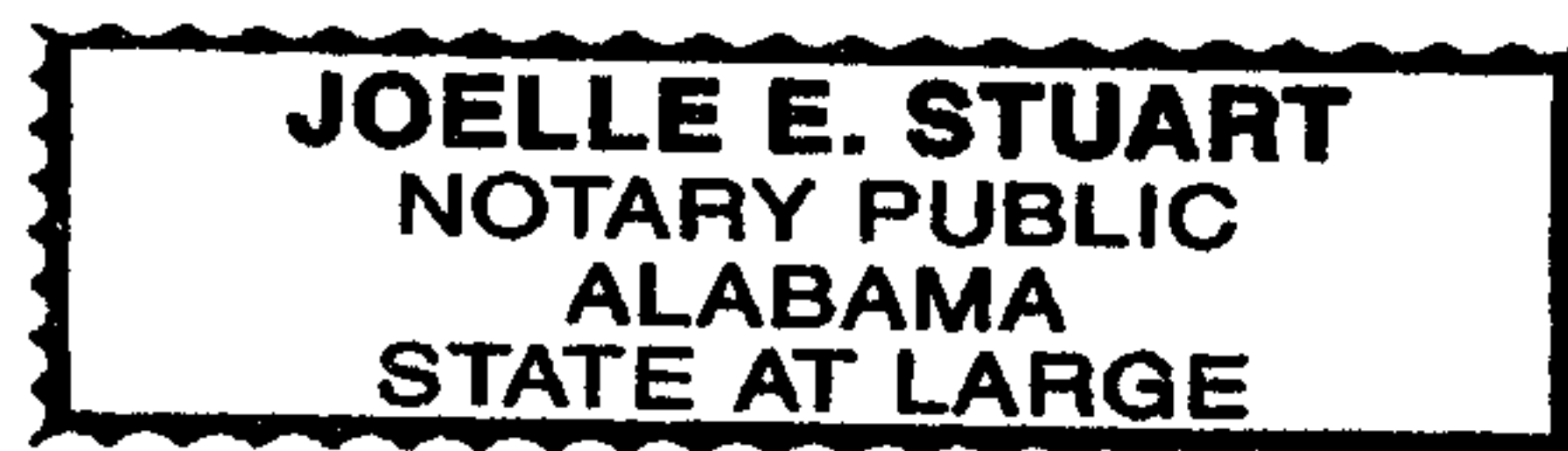
Given under my hand and official seal this 4 day of December, 2008.

[SEAL]

Joelle E. Stuart

Notary Public in and for  
said County and State

My Commission Expires: 08/15/2012






**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 16-21, Block 16, According to the Survey of Mt. Laurel, Phase III, as Recorded in Map Book 34, page 137 in the Probate Office of Shelby County, Alabama, Being situated in Shelby County, Alabama, with property address of 240 Hawthorne Street, Birmingham, Alabama 35242.

  
20081219000470510 18/19 \$3065.00  
Shelby Cnty Judge of Probate, AL  
12/19/2008 11:23:07AM FILED/CERT



**EXHIBIT B**

**PERMITTED ENCUMBRANCES**

Mortgage, dated June 22, 2006, recorded at Instrument No. 2006 06 23  
000302780, Shelby County, Judge of Probate, Alabama.

Easements, restrictions and rights of way of record.