

COUNTY OF

**PURCHASE MONEY MORTGAGE, SECURITY AGREEMENT
AND FINANCING STATEMENT**

THIS PURCHASE MONEY MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (herein called "this Mortgage"), made as of December __, 2008, but to become effective as of the date of the recordation thereof, by RIDGEVIEW ASSISTED LIVING, LLC, a Georgia limited liability company, the address of which 593 Atlanta Street, Roswell, Georgia 30075 (herein called "the Mortgagor"), in favor of HOOVER FINANCIAL LLC, a Pennsylvania limited liability company, the address of which is c/o Cantone Research, Inc., 766 Shrewsbury Avenue, Tinton Falls, New Jersey 07724 (herein called "the Mortgagee"),

W I T N E S S E T H:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the maximum principal amount of ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00), together with interest thereon, as evidenced by that certain "Promissory Note" (as hereinafter defined); and

WHEREAS, it was a condition precedent to the Mortgagor's purchase of such Promissory Note that the Mortgagor execute and deliver this Mortgage;

NOW, THEREFORE, in consideration of the Mortgagor's having extended credit to the Mortgagor as evidenced by the Promissory Note, and having provided 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 indebtedness evidenced by the Promissory Note, any extensions, renewals, modifications and increases thereof and substitutions therefor and all interest thereon and late charges, all sums advanced by Mortgagee pursuant to the terms of this mortgage, all obligations of Mortgagor under this mortgage and all other indebtedness (including future loans and advances) now or hereafter owed to Mortgagee by any of the undersigned, 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 all of the Mortgagor's right, title and interest, now owned or hereafter acquired, including any reversion or remainder interest, in the real property located in the City of Hoover, Shelby County, Alabama, which is more particularly described in Exhibit A attached hereto and incorporated herein, including all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, tenements, hereditaments, rents, royalties, mineral, oil and gas rights and profits, sewer systems and sewer rights, water, water rights, and water stock appurtenant to the property (collectively "the Premises");

TOGETHER with all of the Mortgagor's estate, right, title and interest, now owned or hereafter acquired, in:

(a) All building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagor located, whether permanently or temporarily on the Premises, and all building materials, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagor, or located and stored on any other real property, which are or shall be purchased by Mortgagor for the purpose, or with the intention of making improvements on the Premises; and all buildings, structures, improvements, parking areas, landscaping, equipment, fixtures and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the Premises, including but without being limited to, all heating, air conditioning and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, furnishings of public spaces, halls and lobbies, and shrubbery and plants, and including also all interest of the Mortgagor in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this Clause (a) shall be deemed part of the realty covered by this Mortgage and not severable wholly or in part without material injury to the freehold of the Premises (all of the foregoing, together with replacements and additions thereto, are referred to herein as "the Improvements"); and

(b) All compensation, awards, damages, rights of action and proceeds, including interest thereon and the proceeds of any policies of insurance therefor, arising out of or relating to a (i) taking or damaging of the Premises or the Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (ii) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever;

(c) Return premiums or other payments upon any insurance any time provided for the benefit of or naming the Mortgagee, and refunds or rebates of taxes or assessments on the Premises;

(d) All the right, title and interest of the Mortgagor in, to and under all written and oral residency agreements, leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of the Improvements and equipment, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that the Mortgagor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding;

(e) All plans, specifications, contracts and agreements relating to the design or construction of the Improvements; the Mortgagor's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements;

(f) All contracts, accounts, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements; management contracts, service or supply contracts; deposits, bank accounts, general intangibles (including, without limitation, trademarks, trade names and symbols); permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide the Mortgagor with proceeds to satisfy the loan evidenced hereby or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees;

(g) All books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein; and

(h) All additions, accessions, replacements, substitutions, proceeds and products of the real and personal property, tangible and intangible, belonging to the Mortgagor described herein.

All of the foregoing described collateral is exclusive of any furniture, furnishings, trade fixtures or other tangible or intangible personal property owned and supplied by tenants of the Premises. The Premises, the Improvements, the Leases and all of the rest of the foregoing property are herein referred to collectively as the "Property."

TO HAVE AND TO HOLD the Property and all parts, rights, members and appurtenances thereof to the use, benefit and behoof of the Mortgagee and its successors and assigns forever.

The Promissory Note referred to hereinabove is that certain Secured Promissory Note, from the Mortgagor to the Mortgagee, dated December __, 2008, in the principal amount of One Million, Five Hundred Thousand Dollars (\$1,500,000.00), with interest thereon as set forth in such note. The Promissory Note, this Mortgage, the Brogdon Guaranty Agreement (as defined in the Note) and all other documents evidencing, securing or guaranteeing the Indebtedness, or executed in connection with the transactions contemplated by the foregoing instruments, as the same may be modified or amended from time to time, are referred to herein as the "Transaction Documents."

PROVIDED ALWAYS, HOWEVER, that if Mortgagor shall well and truly pay and discharge all the Indebtedness (including, without limitation, all extensions, renewals and increases 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 covenants by it 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.

The Mortgagor represents and warrants that the Mortgagor has good, marketable and insurable title to, and has the right to convey an indefeasible fee simple estate in, the Premises, Improvements, rents, and Leases, and the right to convey the other Property; that the Property is unencumbered except as hereinabove disclosed, or as otherwise disclosed in writing to and approved by the Mortgagee prior to the date hereof, and that the Mortgagor will warrant and forever defend the title to the Property against all claims and demands, subject only to the "Permitted Encumbrances", as defined in Schedule I attached hereto.

The Mortgagor represents, warrants, covenants and agrees for the benefit of the Mortgagee as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. The Mortgagor shall promptly pay, or cause to be paid, when due the principal of and interest on the Indebtedness, any prepayment and other charges provided in the Transaction Documents and all other sums secured by this Mortgage.

2. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, each complete installment payment received by the Mortgagee from the Mortgagor under the Promissory Note, the Brogdon Guaranty Agreement, or this Mortgage shall be applied by the Mortgagee first in payment of interest payable on the Promissory Note, and then to principal of the Promissory Note.

3. CHARGES, LIENS. The Mortgagor shall pay all taxes, charges, and fees attributable to the Property (collectively referred to herein as "Impositions") when due, directly to the payee thereof. If requested by the Mortgagee, the Mortgagor shall promptly furnish to the Mortgagee receipts evidencing such payments. The Mortgagor shall promptly discharge any lien which has, or may have, priority over or equality with, the estate created by this Mortgage, and the Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property.

4. INSURANCE. The Mortgagor shall obtain and maintain the following types of insurance upon and relating to the Property:

(a) "All Risk" property and fire insurance (with extended coverage endorsement including malicious mischief and vandalism) in an amount not less than the full replacement value of the Property (with a deductible not to exceed \$25,000), naming the Mortgagee under a lender's loss payee endorsement and including agreed amount, inflation guard, replacement cost and waiver of subrogation endorsements; and

(b) Comprehensive general liability insurance in an amount not less than \$500,000.00 insuring against personal injury, death and property damage and naming the Mortgagee as additional insured.

So long as this Mortgage shall remain in effect, the Mortgagor shall, each June, beginning June of 2009, provide the Mortgagee with a certificate or certificates evidencing the Mortgagor's compliance with the foregoing requirements. The Mortgagee shall have the right but not the obligation, to make premium payments, at the Mortgagor's expense (which expense shall become additional Indebtedness of the Mortgagor secured by this Mortgage), to prevent any cancellation, endorsement, alteration or reissuance of any policy of insurance maintained by the Mortgagor, and such payments shall be accepted by the insurer to prevent the same.

5. PRESERVATION AND MAINTENANCE OF PROPERTY. The Mortgagor (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including all improvements, fixtures, equipment, machinery and appliances thereon, in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (f) shall generally operate and maintain the Property in a manner to ensure maximum rentals, (g) shall appear in and defend any action or proceeding purporting to affect the Property, the security of this Mortgage or the rights or powers of the Mortgagee hereunder, and (h) shall inspect annually and maintain as necessary the structural elements of the Property.

6. USE OF PROPERTY. Unless required by applicable law or unless the Mortgagee has otherwise agreed in writing, the Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this Mortgage was executed. The Mortgagor shall not, without the Mortgagee's prior written consent, which consent shall not be unreasonably withheld or delayed, (i) initiate or acquiesce in a change in the zoning classification (including any variance under any existing zoning ordinance applicable to the Property), (ii) permit the use of the Property to become a non-conforming use under applicable zoning ordinances, (iii) file any subdivision or parcel map affecting the Property, or (iv) amend, modify or consent to any easement or covenants, conditions and restrictions pertaining to the Property.

7. PROTECTION OF THE MORTGAGEE'S SECURITY. Upon the occurrence of an Event of Default or if any action or proceeding is commenced which affects the Property or title thereto or the interest of the Mortgagee therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the Mortgagee at its option may make such appearances, disburse such sums and take such action as the Mortgagee deems necessary, in its sole discretion, to protect the Mortgagee's interest.

Any amounts disbursed by the Mortgagee pursuant to this Section 7, with interest thereon, shall become additional Indebtedness of the Mortgagor secured by this Mortgage. Unless

the Mortgagor and the Mortgagee agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Promissory Note as applicable after default. The Mortgagor hereby covenants and agrees that the Mortgagee shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the Indebtedness. Nothing contained in this Section 7 shall require the Mortgagee to incur any expense or take any action hereunder.

8. INSPECTION. The Mortgagee may make or cause to be made reasonable entries upon the Property to inspect the improvements, including the interior and exterior thereof; provided, however, that any inspections shall be upon reasonable prior notice, except in case of emergency.

9. FINANCIAL DATA. The Mortgagor will furnish to the Mortgagee, and will cause any guarantor of the Indebtedness to furnish the Mortgagee on request, within ninety (90) days after the close of its fiscal year (i) annual balance sheet and profit and loss statements prepared in accordance with generally accepted accounting principles (if, and to the extent, applicable) and practices consistently applied, (ii) an annual operating statement, together with a complete rent roll and other supporting data reflecting all material information with respect to the operation of the Property and Improvements, and (iii) all other financial information and reports that the Mortgagee may from time to time reasonably request.

10. THE MORTGAGOR NOT RELEASED. From time to time, the Mortgagee may, at the Mortgagee's option, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of the Indebtedness, accept an extension or modification or renewal note or notes therefor, modify the terms and time of payment of the Indebtedness, release from this Mortgage any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with the Mortgagor to modify the rate of interest or period of amortization of the Promissory Note or change the amount of the monthly installments payable thereunder. Any actions taken by the Mortgagee pursuant to the terms of this Section 10 shall not affect the obligation of the Mortgagor or the Mortgagor's successors or assigns to pay the sums secured by this Mortgage and to observe the covenants of the Mortgagor contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the Indebtedness, and shall not affect the estate and the priority thereof created by this Mortgage.

11. FORBEARANCE BY THE MORTGAGEE NOT A WAIVER. Any forbearance by the Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any other right or remedy. The acceptance by the Mortgagee of payment of any sum secured by this Mortgage after the due date of such payment shall not be a waiver of the Mortgagee's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment.

12. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Mortgage shall serve also as a security agreement and financing statement for all purposes permitted

by the Alabama Commercial Code, Section 7-9:101 - 7-9-507 Code of Alabama (1975) as amended from time to time. A photocopy hereof shall suffice as a financing statement pursuant to Section 7-9-402(1) Code of Alabama (1975) as amended from time to time. In furtherance thereof, the Mortgagor hereby grants and conveys to the Mortgagee a security interest in all of the Property that constitutes personalty, whether now owned or hereafter acquired. The Mortgagor also agrees to execute and deliver to the Mortgagee, upon the Mortgagee's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage in such form as the Mortgagee may require to perfect a security interest with respect to the foregoing items.

The Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all costs and expenses of any record searches for financing statements the Mortgagee may require. Upon the occurrence of an Event of Default, including the covenants to pay when due all sums secured by this Mortgage, the Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code, and the Mortgagee may also invoke the remedies elsewhere provided herein as to such items. In exercising any of such remedies the Mortgagee may proceed against the items of real property and any items of personal property specified above separately or together and in any order whatsoever, without in any way affecting the availability of the Mortgagee's remedies under the Uniform Commercial Code or of the remedies elsewhere provided herein.

13. REMEDIES CUMULATIVE. Each remedy provided in this Mortgage is cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

14. NOTICE. Except for any notice required under applicable law to be given in another manner, all notices, elections, demands, or requests permitted or required to be made under this Mortgage or under the Promissory Note shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally, by telegram, or sent by registered, certified, or Express United States mail, postage prepaid, or by Federal Express or similar service requiring a receipt, to the other party at the address stated at the beginning of this Mortgage, or to such other party and at such other address within the United States of America as any party may designate in writing as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) days after the date of mailing by registered or certified mail, (iii) one (1) day after the date of mailing by Express Mail or the delivery (for redelivery) to Federal Express or another similar service requiring a receipt, or (iv) the date of personal delivery (or refusal upon presentation for delivery).

15. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, successors and permitted assigns of the Mortgagee and the Mortgagor. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

16. WAIVER OF STATUTE OF LIMITATIONS. The Mortgagor hereby waives the right to assert any statute of limitations as a bar to the enforcement of this Mortgage or to any action brought to enforce the Promissory Note or any other obligation secured by this Mortgage.

17. DEFAULT. The following shall each constitute an event of default ("Event of Default"):

(a) The occurrence of any Event of Default under the Promissory Note;
or

(b) The failure of the Mortgagor to observe or perform any other covenant, condition or obligation contained in this Mortgage if such default shall continue for thirty (30) days after notice is given to the Mortgagor specifying the nature of the failure, or if the default cannot be cured within such cure period, the Mortgagor fails within such time to commence and pursue curative action with reasonable diligence, or fails at any time after expiration of such cure period to continue with reasonable diligence all necessary curative actions; or

(c) Title to the Property is transferred, or any agreement to transfer title to the Property in any manner whatsoever is made or entered into, without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld or delayed.

18. RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter during the continuation thereof, the Mortgagee may exercise any one or more of the following rights and remedies:

(a) The Mortgagee may declare all sums secured by this Mortgage immediately due and payable, including any prepayment premium which the Mortgagor would be required to pay; and

(b) The Mortgagee shall have the right to enter upon and take possession of the 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 Shelby 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; and

(c) The Mortgagee shall apply the proceeds of any sale or sales under this mortgage as follows: First, to the expenses of advertising, selling, preparing the Property for sale, and conveying, including a reasonable attorney's fee (including attorney's fees incurred by Mortgagee in connection with any proceeding seeking to enjoin the foreclosure of this mortgage or otherwise challenge the right of Mortgagee to foreclosure this mortgage or sell any of the Property under this mortgage and attorney's 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; and

(d) The Mortgagee may bid and become the purchaser of the Property at any foreclosure sale hereunder; and

(e) The Mortgagor hereby waives any requirement that the 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; and

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

(g) Upon the occurrence of any Event of Default, with respect to all of the 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 days before the date of such sale or other intended disposition of said property.

19. SATISFACTION OF MORTGAGE. Upon payment of all of the Indebtedness, the Mortgagee shall execute a satisfaction (or at the Mortgagor's option, an assignment) of this Mortgage and shall surrender this Mortgage and all notes evidencing Indebtedness secured by this Mortgage to the person or persons legally entitled thereto. Such person or persons shall pay the Mortgagee's costs incurred in connection with satisfaction or assignment of this Mortgage.

20. ATTORNEYS' FEES. In any suit, action or other proceeding instituted to enforce or interpret any of the terms of this Mortgage (including without limitation efforts to modify or vacate any automatic stay or injunction), each party shall pay its own expenses incurred at, before and after trial and on appeal whether or not taxable as costs, or in any bankruptcy proceeding including, without limitation, attorneys' fees, witness fees (expert and otherwise), deposition costs, copying charges and other expenses.

21. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the laws of the State of Alabama applicable to contracts made and to be performed therein (excluding choice-of-law principles). In the event that any provision or clause of this Mortgage or the Promissory Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Promissory Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Promissory Note are declared to be severable.

22. CHANGES IN WRITING. This Mortgage and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by the Mortgagor or the Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

23. MAXIMUM INTEREST CHARGES. Notwithstanding anything contained herein or in any of the Transaction Documents to the contrary, in no event shall the Mortgagee be entitled to receive interest on the Indebtedness in amounts which, when added to all of the other interest charged, paid to or received by the Mortgagee on the Indebtedness, causes the rate of interest on the Indebtedness to exceed the highest lawful rate. The Mortgagor and the Mortgagee intend to comply with the applicable law governing the highest lawful rate and the maximum amount of interest payable on or in connection with the Indebtedness. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under the Transaction Documents, or contracted for, charged, taken, reserved or received with respect to the Indebtedness, or if acceleration of the final maturity date of the Indebtedness or if any prepayment by the Mortgagor results in the Mortgagor having paid or demand having been made on the Mortgagor to pay, any interest in excess of the amount permitted by applicable law, then all excess amounts theretofore collected by the Mortgagee shall be credited on the principal balance of the Promissory Note (or, if the Promissory Note have been or would thereby be paid in full, such excess amounts shall be refunded to the Mortgagor), and the provisions of the Promissory Note, this Mortgage and any demand on the Mortgagor shall immediately be deemed reformed and the amounts thereafter collectible thereunder and hereunder shall be reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for thereunder and hereunder. The right to accelerate the final maturity date of the Indebtedness does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and the Mortgagee does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to the Mortgagee for the use, forbearance or detention of the Indebtedness shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread through the full term of the Indebtedness until payment in full so that the rate or amount of interest on account of the Indebtedness does not exceed the applicable usury ceiling. By execution of this Mortgage, the Mortgagor acknowledges that it believes the rate or rates of interest chargeable from time to time on the Indebtedness to be nonusurious and [CONTINUED ON PAGE 11.]

agrees that if at any time, the Mortgagor should have reason to believe that any such rate of interest is in fact usurious, it will give the Mortgagee written notice of its belief and the reasons why the Mortgagor believes the same to be the case, and the Mortgagor agrees that the Mortgagee shall have ninety (90) days following its receipt of such written notice in which to make appropriate refund or other adjustment in order to correct such condition if it in fact exists.

24. PURCHASE MONEY MORTGAGE. This Mortgage is a purchase money mortgage, and it is the intention of the Mortgagor and the Mortgagee that this Mortgage be given all of the rights, benefits and privileges of a purchase money mortgage under all applicable laws and judicial decisions.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

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

The Mortgagor:

RIDGEVIEW ASSISTED LIVING, LLC

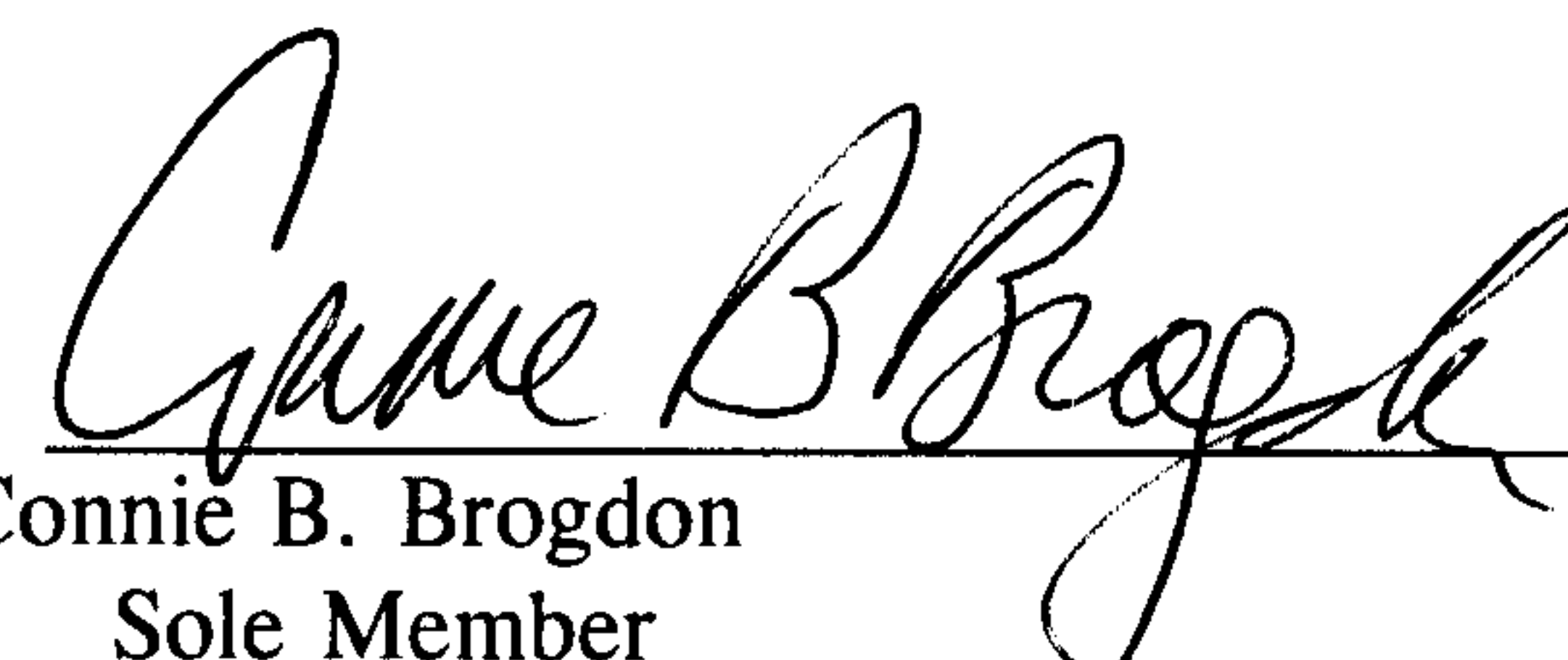
a Georgia Limited Liability Company

By:



Christopher F. Brogdon
Manager

By:



Connie B. Brogdon
Sole Member

STATE OF Georgia

COUNTY OF Cobb

:

:

:

On this 10th day of December, 2008, before me, a Notary Public, the undersigned officer, personally appeared Christopher Brogdon, who acknowledged himself to be a Manager of Ridgeway Assisted Living, LLC and acknowledged that he, as such Manager, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Damaris Marriaga
Notary Public



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20081231000481580 12/15 \$2303.00
Shelby Cnty Judge of Probate, AL
12/31/2008 01:36:27PM FILED/CERT

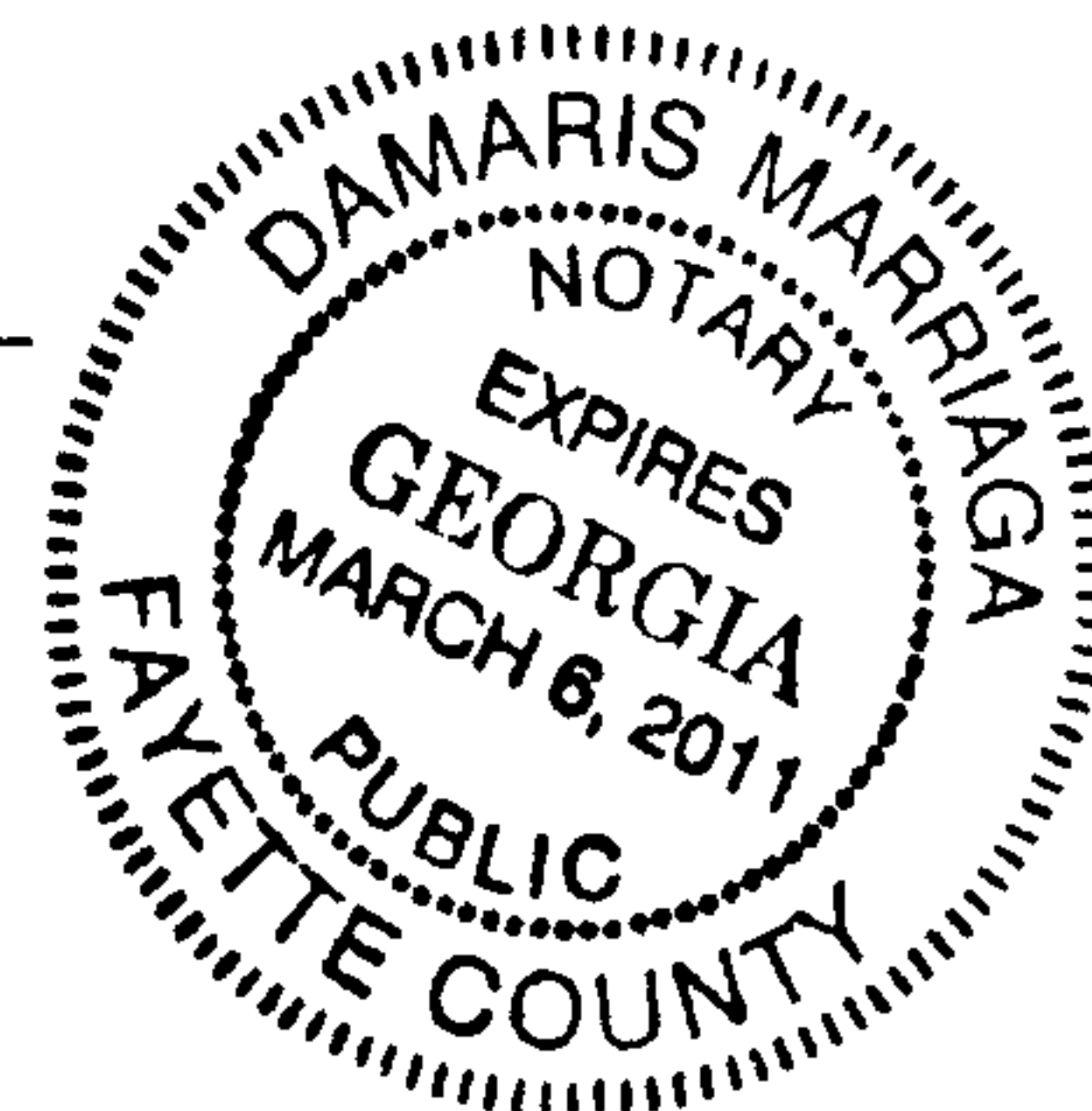
STATE OF Georgia

COUNTY OF Cobb

On this 10th day of December, 2008, before me, a Notary Public, the undersigned officer, personally appeared Connie Broaden, who acknowledged herself to be a Sole member of Ridgeview Assisted Living, LLC and acknowledged that she, as such sole member, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Damaris Marriaga
Notary Public




LEGAL DESCRIPTION

State of Alabama

County of Shelby

Lot 2D-3A, according to the Southerland Place resurvey, as recorded in
Map 25, page 143. in the Probate Office of Shelby County, Alabama


EXHIBIT A


20081231000481580 14/15 \$2303.00
Shelby Cnty Judge of Probate, AL
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PERMITTED ENCUMBRANCES

"Permitted Encumbrances" means, as of any particular time, (i) a first mortgage in favor of any institutional lender, or the seller of the Property or any affiliate thereof, or the assigns thereof (as the case may be, the "Senior Lender"), which secures a loan from or financing by the Senior Lender to the Mortgagor in the original principal amount of \$3,200,000, (ii) liens for ad valorem taxes, special assessments, and other charges not then delinquent or for taxes, assessments, and other charges being contested by appropriate proceedings diligently pursued, (iii) now existing utility, access, and other easements and rights of way, restrictions, and exceptions (other than liens) described in the title insurance policy required by the Transaction Documents, and (iv) inchoate mechanics' and materialmen's liens which arise by operation of law, but which have not been perfected by the required filing of record, for work done or materials delivered after the date of this Mortgage.

SCHEDULE I


20081231000481580 15/15 \$2303.00
Shelby Cnty Judge of Probate, AL
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