


STATE OF ALABAMA)
COUNTY OF SHELBY)


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Shelby Cnty Judge of Probate, AL
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**FIRST REAL ESTATE MORTGAGE
AND FIXTURE FILING**

This MORTGAGE made and entered into as of the date set forth below, by **Montevallo A.W., LP**, a Texas limited partnership (hereinafter referred to as "Mortgagor") in favor of **SKW Montevallo, LLC**, a Texas limited liability company (hereinafter referred to as "Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor is justly indebted to Mortgagee and hereby executes this Mortgage to secure the payment of **ONE MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,350,000.00)** as evidenced by a promissory note of even date herewith, to be advanced pursuant to the terms of the Construction Loan Advance Agreement and Loan and Security Agreement of even date herewith, and which is to be paid in accordance with the terms of said note, and any renewals, extensions, or modifications thereof.

In consideration of Mortgagee's extension of the above- referenced credit and as an inducement to Mortgagee to extend such credit and, in consideration of Mortgagee agreeing to extend said credit on the terms and conditions as set out in the aforementioned note, the Mortgagor has agreed that this mortgage should be given to secure the timely payment of the aforementioned note and Mortgagor's performance of its obligations as set out herein and the Loan Documents of even date herewith which are made a part hereof by reference as if fully set forth herein.

NOW, THEREFORE, Mortgagor and all others executing this Mortgage, in consideration of the premises, and to secure the payment of said indebtedness hereinabove specifically referred to, and any and all extensions or renewals of same, whether evidenced by note, future advance, or otherwise, and to further secure the compliance of all the covenants and stipulations herein contained, does hereby grant, bargain, sell, convey, transfer, and mortgage unto Mortgagee, its successors and assigns, the following described real estate, together with buildings, fixtures, and improvements thereon (hereinafter sometimes referred to as the "real estate" or the "mortgaged real estate") lying and being situated in the County of Shelby, State of Alabama, and more particularly described as follows, to wit:

SEE EXHIBIT A, WHICH IS INCORPORATED HEREIN BY REFERENCE.

together with all awards received from eminent domain, payments upon any insurance policies covering the real estate, and all rights, privileges, tenements, and appurtenances thereunto belonging or in anywise appertaining to said real estate, including easements and right-of-ways appurtenant thereto, and all improvements and fixtures including but not limited to all buildings, structures, gas, water and sewer systems, electric and other heating, cooling and lighting apparatus, elevators, plumbing, doors, windows, awnings, landscaping and other fixtures and improvements appertaining

to the real estate and improvements located thereon, whether now or hereafter existing, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the real estate, and every part thereof, unto Mortgagee, its successors and assigns forever. And Mortgagor covenants with Mortgagee that it is lawfully seized of the real estate in fee simple and has a good title to sell and convey the same as aforesaid; that the real estate is free of all encumbrances, and Mortgagor will warrant and forever defend the title to the real estate unto Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

THIS MORTGAGE IS MADE however, subject to the following covenants, conditions, agreements, and provisions:

1. That Mortgagor shall pay the note secured hereby with interest thereon when and as it or they shall become due, whether in course or under any condition, covenant or agreement herein contained, being further agreed that any statement, any note or obligation secured by this Mortgage shall be conclusive evidence of such fact.

2. (a) That Mortgagor shall provide, maintain and make available to Mortgagee policies of fire, casualty, builder's risk, flood, and hazard insurance with extended coverage, and shall assign, with endorsements, and deliver to Mortgagee, with Mortgagee's clauses, all insurance policies of any kind or in any amount now or hereafter issued with respect to the real estate. Such insurance policies shall provide that Mortgagee shall receive twenty (20) days notice before the expiration or termination of any policy. Prior to the expiration or termination of any policy, Mortgagor shall provide evidence of renewal or issuance of a new policy with evidence of premium payment. All policies, certificates of insurance, or evidence of renewal shall be delivered to Mortgagee within 15 days of issuance. If any insurance, or any part thereof, shall expire, or be withdrawn, or become void by Mortgagor's breach of any condition thereof, or become void by reason of the failure or impairment of the capital of any company with whom the insurance may then be carried, Mortgagor shall procure and deliver to Mortgagee new insurance on the real estate. Mortgagor shall give immediate notice in writing to Mortgagee of any loss, injury, or damage affecting the mortgaged real estate caused by any casualty or occurrence. Full power is hereby conferred upon the Mortgagee to settle and compromise claims under all policies and to demand and receive all monies becoming payable thereunder and to assign absolutely all policies to any holder of the note or to the grantee of the real estate in the event of foreclosure of this mortgage and security agreement or other transfer of title to the real estate and extinguishment of the indebtedness secured hereby.

(b) That Mortgagor shall pay and discharge as the same become due, all taxes and assessments that may accrue or be assessed upon the real estate or any part thereof, or that become a lien against the property, regardless of whether such tax or assessment would have priority in payment to the indebtedness secured hereby, or upon Mortgagee's interest therein, or upon this Mortgage or the indebtedness secured hereby. Mortgagor shall not suffer or permit any such taxes on the said real estate to become or remain delinquent or permit any part of the real estate or any interest therein to be sold for any taxes or assessments; and further shall furnish annually to

Mortgagee, prior to the date when they become delinquent, certificates or receipts from the proper offices showing full payment of all such taxes and assessments.

3. Irrespective of any other provision in this Mortgage or any other document to the contrary, Mortgagee shall not commence any action or proceeding under this Mortgage or any other document to take possession of the Property, remove Mortgagor or foreclose on the Property until Mortgagee has given Mortgagor written notice of default or any other act or omission which would entitle Mortgagee to so act, and provide Mortgagor (i) in the case of a monetary default, a period of thirty (30) days to cure such default, or (ii) in the case of a non-monetary default, a period of forty-five (45) days to cure such default.

4. Upon completion of any contemplated improvements, no building or other improvement on the real estate shall be removed or demolished, without the Mortgagee's prior written consent, nor shall any fixture or chattel covered by this mortgage and adapted to the proper use and enjoyment of the real estate be removed at any time without like consent unless actually replaced by an article which is equally suitable and owned by the Mortgagor.

5. Mortgagor shall not allow any statement of lien to be filed under the statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement, and without regard to the existence or non-existence of the debt, or any part thereof, or of the lien on which such statement is based, unless such lien is satisfied and discharged of record or bonded off within 45 days of the recordation of such lien.

6. That Mortgagor shall comply with all statutes, ordinances, regulations, and laws promulgated by any governmental entity asserting jurisdiction over the real estate and any and all legal requirements shall be fully complied with by the Mortgagor.

7. That the real estate and improvements thereon shall not be abandoned and shall be kept in good condition and no waste permitted or committed thereon.

8. Should it be discovered after the execution and delivery of this instrument that there is a defect in the title to or a lien or encumbrance of any nature on the real estate superior to the lien hereof; or in case of any error or defect in the above-described note, this instrument or any other loan documentation executed in connection therewith, or in the execution of the acknowledgment thereof; or if a homestead claim be set up to the real estate or any other part thereof adverse to this mortgage, the Mortgagor shall within thirty (30) days after demand by the Mortgagee, correct such defects in the title, remove any such lien or encumbrance or homestead claim, or correct any error in said note or this instrument or its execution.

9. No right, title, or interest in or to the mortgaged real estate, or any part thereof, shall be sold, transferred, assigned, conveyed, mortgaged, or encumbered by a lien at any time prior to the payment in full of the indebtedness secured hereby without first obtaining the prior written consent and approval of Mortgagee, which consent and approval will not be unreasonably withheld.

10. That Mortgagor, at Mortgagee's request, shall furnish to Mortgagee such financial records as the holder of this mortgage may require, including, but not limited to, an annual statement of the operation of the real estate, if applicable, which shall include annual statements itemizing the income and expenses, a rent roll, together with unaudited financial statement of Mortgagor's assets and liabilities.

11. That if the indebtedness evidenced by the note specifically referred to hereinabove is being advanced by Mortgagee to Mortgagor under the terms and provisions and in accordance with a Loan Agreement and/or Construction Loan Advance Agreement ("Agreement"), the terms and provisions of said Agreement are hereby incorporated by reference as a part of this Mortgage as if fully set forth herein and any default in the performance of the provisions thereof, or any contract or agreement between Mortgagor and Mortgagee, shall constitute a default hereunder entitling Mortgagee to exercise the remedies provided herein, including the right to foreclose this Mortgage in accordance with the provisions hereof.

12. In the event a voluntary or involuntary bankruptcy proceeding in the name of the Mortgagor, all pre-petition arrearage due and owing to Mortgagee which is proposed to be paid in a confirmed plan of reorganization shall be at the option of Lender deemed fully secured by the mortgaged property, and shall bear interest at the rate of interest in effect under the promissory note as of the date of the filing of the petition in bankruptcy.

13. Mortgagor warrants that title conveyed to Mortgagee hereunder constitutes a first mortgage lien and is free and clear of all liens and encumbrances, and that Mortgagor shall defend Mortgagee's title against any and all claims and liens whatsoever.

14. Notwithstanding that the assignment of awards hereinabove referred to shall be deemed to be self executing, Mortgagor, after the allowance of a condemnation award, and the ascertainment of the amount due thereon, and the issuing of a warrant by the condemnor for the payment thereof, shall execute, at Mortgagee's request, and forthwith deliver to Mortgagee, a valid assignment in recordable form, assigning such condemnation claims, awards, or damages to Mortgagee, but not in excess of an amount sufficient to pay, satisfy, and discharge the principal sum of this mortgage and any advances made by Mortgagee as herein provided then remaining unpaid, with interest thereon at the rate specified herein, or in the note which this mortgage secures, to the date of payment, whether such remaining principal sum is then due or not by the terms of said note or of this mortgage.

15. Mortgagee and Mortgagor agree that the purpose of the loan secured by this Mortgage is to enable Mortgagor to construct a medical clinic office facility to be leased to a tenant on a long term basis. Irrespective of any other provision in this Mortgage or any other document to the contrary, Mortgagee agrees that any assignment of rents to under such lease to Mortgagor shall not be effective (and Mortgagor shall not be entitled, without consent of Mortgagee, to receive or collect any such rents) until compliance with the provisions of paragraph 3, above, regarding giving of notice and right to cure.

16. That if Mortgagor fails to comply with any requirements herein, defaults upon or breaches any obligation hereof, or fails to pay any sum or satisfy any obligation imposed herein, the Mortgagee may, at its discretion, comply with said requirement; cure, pay or satisfy any such obligation, and any money which Mortgagee shall have so paid shall constitute a debt to Mortgagee additional to the indebtedness secured hereby; which shall be secured by this mortgage; and shall bear interest at the rate set out in the note hereinabove referred to from the date paid or incurred; shall be immediately due and payable, and constitute grounds for declaring the maturity of the indebtedness secured hereby.

17. That no delay or failure of Mortgagee to exercise any option herein given or reserved or to perform any act which it is empowered to do shall constitute a waiver of such option or estop Mortgagee from afterwards exercising same or any other option at any time, and the payment, or contracting to pay, by Mortgagee of anything Mortgagor has herein agreed to pay shall not constitute a waiver of default of Mortgagor in failing to make said payments and shall not estop Mortgagee from foreclosing this mortgage on account of such failure of Mortgagor. It is further agreed that no term or condition contained in this mortgage can be waived, altered, or amended, except as evidenced in writing signed by the Mortgagor and the holder hereof. The waiver of any default or breach of covenant or any other requirement contained herein shall not constitute a waiver of any other or subsequent default or breach.

18. That any promise made by Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby. As to the debts secured hereby, the Mortgagor waives all right of exemption under the laws and Constitution of the State of Alabama and agrees to pay, as permitted by law, a reasonable attorney's fee for collection thereof, which shall be limited by the terms of the instruments of indebtedness secured hereby.

19. That it is further agreed that if Mortgagor shall fail to pay, or cause to be paid, any indebtedness secured hereby, whether in whole or any portion of the principal sum or any installment due thereon, as they or any of them mature, either by lapse of time or otherwise, in accordance with the agreements and covenants herein contained, or should default be made in the payment of any mechanics lien, materialmen's lien, insurance premiums, taxes or assessments now, or which may hereafter be, levied against, or may become a lien on the real estate, or should default be made in any of the covenants, obligations, conditions and agreements of Mortgagor herein contained, contained in any instrument secured by this Mortgage, or contained in any other loan document executed in connection with any indebtedness secured by this Mortgage, then and in that event the whole of said principal sum, with interest thereon, and all other indebtedness hereby secured, shall, at the option of the then holder of said indebtedness, be and become due and payable according to the terms of such obligation, and the holder of the indebtedness hereby secured shall have the right to enter upon and take possession of the real estate and after, or without, taking such possession of same, sell the mortgaged real estate at public outcry, in front of the courthouse door of the county wherein the real estate 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 by publication once a week for three (3) consecutive weeks in a newspaper published in said county and, upon the payment of the purchase money, the 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 real estate. The Mortgagee, or the then holder of the indebtedness

hereby secured, may bid at such sale and become the purchaser of the real estate if the highest bidder thereof. The proceeds of any such sale shall be applied first to the expenses incurred in making the sale and in all prior efforts to effect collection of the indebtedness secured hereby or to enforce or protect the interest of the Mortgagee, and the pursuit of any efforts theretofore directed to that end, including, but not limited to, the defense of any proceedings instituted by the Mortgagor or anyone liable for said indebtedness or interested in the mortgaged real estate to prevent or delay, by any means, the exercise of said power of sale and the foreclosure of this mortgage; then to the payment of whatever advances or sums Mortgagee may have paid out or become liable to pay, in carrying out the provisions of this mortgage, together with interest thereon; then to the payment and satisfaction of accrued interest on the principal indebtedness to the day of sale; then to the payment of the principal indebtedness secured hereby and any other indebtedness secured by this mortgage; and the balance, if any, shall be paid over to that entity or entities which may be lawfully entitled to receive the same, including the Mortgagor, or the Mortgagor's successors or assigns. In any event, the purchaser under any foreclosure sale, as provided herein, shall be under no obligation to see to the proper application of the purchase money.

20. That it is the intent of the Mortgagor and Mortgagee to secure any and all indebtedness of said Mortgagor to Mortgagee, due or to become due, and this mortgage is intended and does secure, not only the indebtedness herein specifically referred to, but also any other debts, obligations, and liabilities of said Mortgagor to said Mortgagee, whether now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof, at any time before actual satisfaction and cancellation of this mortgage in the Probate office where recorded, and whether the same be evidenced by promissory note, future advance, or otherwise; that it is expressly agreed that any indebtedness at any time secured hereby, may be extended, rearranged, or renewed, and that any part of the security herein described may be waived or released without in any way altering, varying, or diminishing the force, effect, or lien of this mortgage; and this mortgage shall continue as a first lien on all of the real estate and other property and rights covered hereby and not be expressly released until all sums with interest and charges hereby secured are fully paid; and no other security now existing or hereafter taken to secure the payment of said indebtedness or any part thereof shall in any manner be impaired or affected by the execution of this mortgage; and no security subsequently taken by Mortgagee or other holder of said indebtedness shall in any manner impair or affect the security given by this mortgage; and all security for the payment of said indebtedness or any part thereof shall be taken, considered and held as cumulative. If the Mortgagor consists of one or more persons or entities, the indebtedness of Mortgagor to Mortgagee secured hereunder shall include the indebtedness of each Mortgagor to Mortgagee whether or not incurred with the knowledge of the other Mortgagors and whether now existing or hereinafter incurred and whether absolute or contingent.

21. Provided always that if Mortgagor pays the note and all other indebtedness secured by this Mortgage (as defined in paragraph 20 above), and reimburses Mortgagee, its successors and assigns, for any amount it may have expended pursuant to the authorization of this mortgage, and shall do and perform all other acts and things herein agreed to be done, this conveyance shall be null and void; otherwise it shall remain in full force and effect.



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22. That Mortgagor agrees for itself and any and all persons or concerns claiming by, through, or under Mortgagor, that if it or any one or more of them shall hold possession of the above described real estate or any part thereof subsequent to foreclosure hereunder, it or the parties so holding possession, shall become and be considered as tenants at will of the purchaser or purchasers at such foreclosure sale; and any such tenant failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for reasonable rental of the real estate, and shall be subject to eviction or removal, forcible or otherwise, and all damages which may be sustained by any such tenant as a result hereof being hereby expressly waived.

23. In the event that this Mortgage secures a line of credit, construction loan, or other form of indebtedness under the terms of which the full principal amount of the indebtedness is not advanced at closing, the Mortgagor agrees that the Mortgagee, at its option, may require the Mortgagor to pay all recording fees and taxes on the full amount of the principal indebtedness stated herein, whether or not the full amount of the principal indebtedness is ever advanced or not.

24. All notices which are required or permitted under the terms of this Mortgage shall be given to the Mortgagor by first class mail, postage prepaid at the address listed below, unless Mortgagor notifies Mortgagee, in writing, of another address for the purpose of notice.

25. That singular or plural words used herein to designate the Mortgagor shall be construed to refer to the maker or makers of this mortgage, or any one of them, and all covenants and agreements herein contained shall bind the successors and assigns of the Mortgagor, and every option, right, and privilege herein reserved or secured to Mortgagee shall inure to the benefit of its successors and assigns.

26. That the unenforceability or invalidity of any provision or provisions of this mortgage shall not render any other provision or provisions herein contained unenforceable or invalid. All rights or remedies of Mortgagee and Mortgagor hereunder are cumulative and not alternative, and are in addition to those provided by law.

27. This Mortgage and the indebtedness secured hereby, or a part thereof, may be assigned by the Mortgagee only with the prior written consent of Mortgagor.

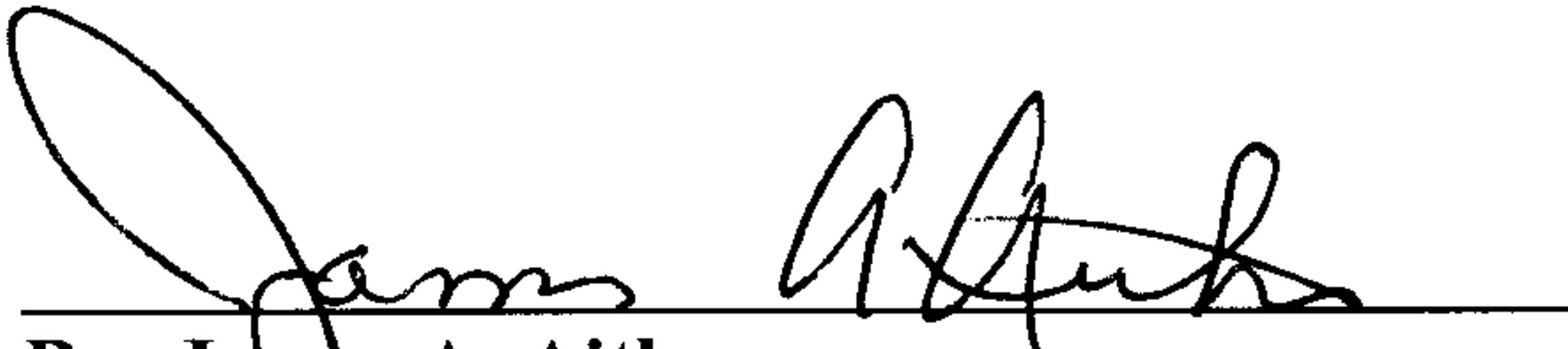
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28. By its execution hereof, Mortgagor acknowledges that it has received a complete copy of this Mortgage.

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this instrument effective the 8th day of October, 2009.

BORROWER:
Montevallo A.W., LP.

By: Aitken Management GP, LC
Its: Sole General Partner


By: James A. Aitken
Its: Manager

STATE OF TEXAS
COUNTY OF TARRANT

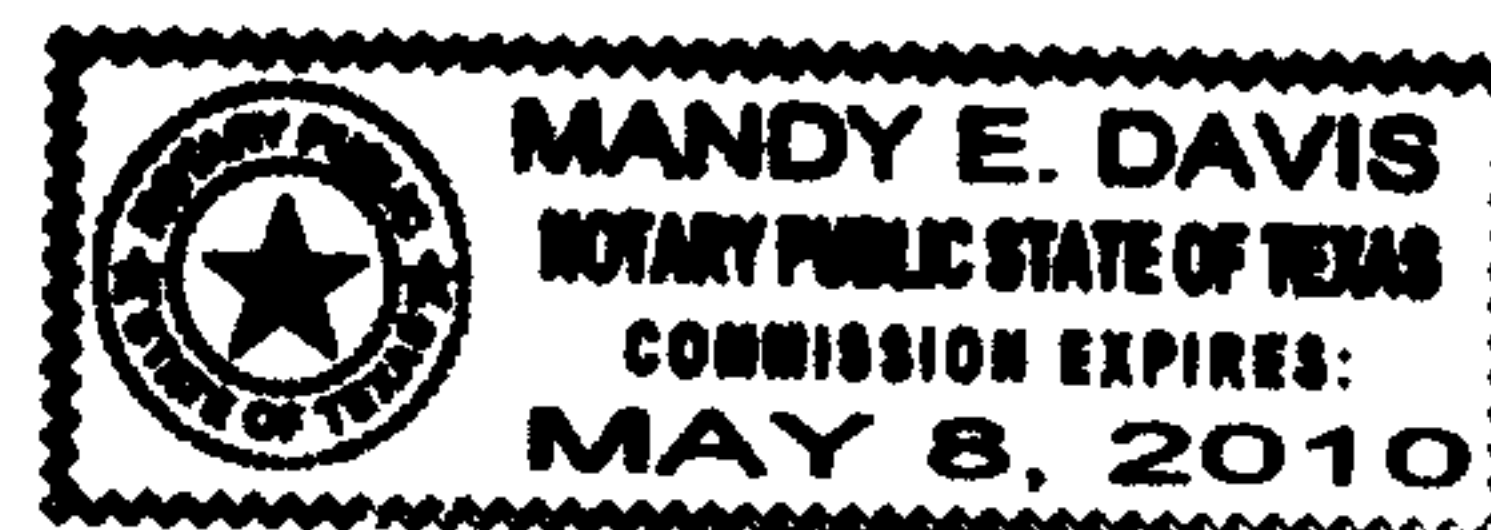
I, the undersigned authority, in and for said County in said State, hereby certify that James A. Aitken, whose name as Manager of Aitken Management GP, LC, is signed to the foregoing document in its capacity as General Partner of Montevallo A.W., LP. A Texas limited partnership and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand this the 08th day of October, 2009.

(S E A L)


NOTARY PUBLIC STATE OF TEXAS
My Commission Expires:


Mortgagee's Address:
SKW Montevallo, LLC
3024 Greene Avenue
Fort Worth, Texas, 76109



Mortgagor's Address:
Montevallo A.W., LP.
c/o Aitken Management GP, LC
100 East California Street, Suite 210
Gainesville, Texas 76249

EXHIBIT "A"

Legal Description


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Lot 3B, according to the Survey of Yancey & Sons, LLC, being a Re-Survey of Part of Lot 3, Lots 4, 5, 6, 7, 8, & 9 in West Manor Addition to the Town of Montevallo, Map Book 3, Page 60, said Re-Survey having been filed in Map Book 40, Page 131 in the Office of the Judge of Probate in Shelby County Alabama.