


This instrument was prepared by:

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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE SECURES FUTURE ADVANCES.

Mortgage and Security Agreement ("Mortgage"), executed the 17 day of December, 2009, to be effective on December 17, 2009 (the "Effective Date"), made by I & G INVERNESS RETAIL, L.L.C., an Delaware limited liability company (the "Mortgagor"), to PNC BANK, NATIONAL ASSOCIATION, as agent for the Lenders (as hereinafter defined) (in such capacity, the "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor holds fee simple title to that certain real property located at Highway 280 and Valleydale Road, Hoover, Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Land");

WHEREAS, pursuant to that certain Revolving Credit Agreement, dated October 4, 2007, between LaSalle Income & Growth Fund IV, a Maryland real estate investment trust ("LaSalle"), and National City Bank, as Administrative Agent, and National City Bank, in its capacity as a Lender, Raymond James Bank and Comerica Bank (collectively, the "**Lenders**"), as amended and modified by that certain Amendment Regarding Increase dated October 9, 2007, that certain Second Amendment and Increase dated October 30, 2007, and that certain Third Amendment to Credit Agreement dated the date hereof, among the Mortgagor, LaSalle, and certain other subsidiaries of LaSalle (collectively, the "Borrower"), Mortgagee, successor to National City Bank, as Administrative Agent for the Lenders, and Lenders (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), the Borrower is indebted to the Lenders in the original aggregate principal amount of Ninety One Million and 00/100 Dollars (\$91,000,000.00), in lawful money of the United States of America, with interest thereon at the rates set forth in the Credit Agreement being due and payable as provided in the Credit Agreement, conditioned upon the keeping, observance, performance and compliance with all other terms, conditions and agreements on the Borrower's and Mortgagor's part to be kept, observed and performed under the Credit Agreement, those certain Amended and Restated Promissory Notes made by the Borrower to the Lenders (the "Notes"), this Mortgage and the other agreements, instruments and documents executed and delivered in connection with the Credit Agreement (collectively, the "Loan Documents");



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WHEREAS, in order to induce the Mortgagee and the Lenders to enter into the Credit Agreement, the Mortgagor has agreed to enter into this Mortgage; and

WHEREAS, capitalized terms used in this Mortgage which are defined in the Credit Agreement shall have the meanings assigned to them therein unless otherwise defined in this Mortgage.

WHEREAS, THIS IS A FUTURE ADVANCE MORTGAGE AND THE OBLIGATIONS SECURED BY THIS MORTGAGE INCLUDE (A) A TERM LOAN AND (B) ALL OTHER OBLIGATIONS OF THE BORROWER TO THE LENDERS DUE OR TO BECOME DUE, AND NOW EXISTING OR HEREAFTER INCURRED, CONTRACTING OR ARISING.

NOW THEREFORE, in consideration of the Obligations and as security for payment to the Lenders of the Obligations including, but not limited to, principal with interest, and all other sums provided for in this Mortgage, the Credit Agreement, the Note and the other Loan Documents, and as further security for the full and faithful performance by the Mortgagor of its obligations under this Mortgage, the Credit Agreement, the Note and the other Loan Documents according to their terms and conditions, and for performance of the agreements, conditions, covenants, provisions and stipulations contained herein and therein, and in certain other agreements and instruments made and given by the Mortgagor to the Mortgagee or any Lender in connection therewith, the Mortgagor has granted, bargained, sold, conveyed and assigned, and by these presents does hereby grant, bargain, sell, convey and assign unto the Mortgagee, its successors and assigns (for itself and for the benefit of the Lenders and their respective successors and assigns), all of its right, title and interest in and to the Land.

TOGETHER with the tenements, hereditaments, appurtenances and all the estates and rights of the Mortgagor in and to the Land.

TOGETHER with all right, title and interest of the Mortgagor in and to all streets, roads and public places, opened or proposed, adjoining the Land, and all easements and rights of way, public or private, now or hereafter used in connection with the Land.

TOGETHER with all right, title and interest of the Mortgagor to all or any part of the minerals, clay, coal, oil and gas located in, on or under the Land, and all or any of the rents and profits from such minerals, clay, coal, oil and gas, and income from the sale of such coal, oil and gas, and all royalties, and all mineral, clay, coal, oil and gas rights, air rights, water, water rights and water stock thereof and all replacements and additions thereto for so long and during such times as the Mortgagor may be entitled thereto.

TOGETHER with all right, title and interest of the Mortgagor, now owned or hereafter acquired, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land to the extent of the interest of the Mortgagor therein, now or hereafter acquired.

TOGETHER with all right, title and interest of the Mortgagor, now owned or hereafter acquired, in and to any and all sidewalks and alleys, and all strips and gores of land, adjacent to or used in connection with the Land.

TOGETHER with all right, title and interest of the Mortgagor to all buildings, structures and improvements (the "Improvements") of every kind and description now or hereafter erected or placed on the Land.

TOGETHER with all right, title and interest of the Mortgagor to all fixtures, fittings, appliances, apparatus, equipment, machinery, chattels, building materials and articles of personal property of every kind and character, together with the renewals, replacements and substitutions thereof, additions and accessions thereto (hereinafter collectively called the "Fixtures"), now or at any time hereafter affixed to or attached to or placed upon or used in any way in connection with the complete and comfortable use, enjoyment or occupancy for operation and maintenance of the Improvements (excepting any personal property owned by any tenant or unit owner occupying any of the Improvements and used by such tenant or unit owner in the use or occupancy of the space occupied by it to the extent the same does not become the property of the Mortgagor under the lease or other agreement with such tenant or unit owner or pursuant to applicable Law), all of which now or hereafter so affixed, placed or used are intended to be subject to the Lien of this Mortgage as if part of the real estate, and all cash and noncash proceeds thereof.

TOGETHER with all right, title and interest of the Mortgagor in and to any and all deposits made under any conditional bill of sale, chattel mortgage or security interest (other than that created hereby) to which any Fixtures are or shall be subject, and all deposits made thereunder, together with the benefit of any payments now or hereafter made thereon.

TOGETHER with all right, title and interest of the Mortgagor as lessee under any and all leases relating to any Fixtures, together with any options to purchase the Fixtures which are subject to such leases and together with the benefit of any payments now or hereafter made thereon.

TOGETHER with all right, title and interest of the Mortgagor to the reversions, remainders, easements, rents, issues and profits arising or issuing from the Land and from the Improvements thereon including, but not limited to, the rents, issues and profits arising or issuing from all leases and subleases now or hereafter entered into covering all or any part of said Land and for the Improvements, all of which leases, subleases, rents, issues and profits are hereby assigned and, if requested by the Mortgagee or any Lender, shall be caused to be further assigned to the Mortgagee (for the benefit of the Lenders) by the Mortgagor. The foregoing assignment shall include, without limitation, cash or securities deposited under leases to secure performance by lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms. The Mortgagee, or any officer of the Mortgagee, is hereby irrevocably appointed attorney-in-fact for the Mortgagor to collect such rents, issues and profits (for the ratable benefit of the Lenders) after the occurrence of a Default, such power being coupled with an interest. The Mortgagor will execute and deliver to the Mortgagee on demand such assignments and instruments as the Mortgagee or any Lender may reasonably require to implement, confirm, maintain and continue the assignment hereunder.

TOGETHER with all right, title and interest of Mortgagor to any and all awards, damages, payments and other compensation and any and all claims therefor and rights thereto which may result from taking or injury by virtue of the exercise of the power of eminent domain of or to, or any damage, injury or destruction in any manner caused to, the Land, the Improvements, or any part

thereof, or from any change of grade or vacation of any street abutting thereon, all of which awards, damages, payments, compensation, claims and rights are hereby assigned, transferred and set over to the Mortgagee (for the benefit of the Lenders) to the fullest extent that the Mortgagor may under the Law so do. The Mortgagee is hereby irrevocably appointed attorney-in-fact for the Mortgagor to settle for, collect and receive any such awards, damages, payments and compensation (for the ratable benefit of the Lenders) from the authorities making the same, to appear in and prosecute any proceeding therefor, and to give receipts and acquittances therefor.

TOGETHER with all of the Mortgagor's right, title and interest in and to all assignable contracts and agreements relative to the construction, management, use and occupancy of the Improvements.

TOGETHER with all right, title and interest of the Mortgagor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by the Mortgagor with respect to any of the foregoing.

TOGETHER with all proceeds of the conversion, voluntary or involuntary, of any or all of the foregoing into cash or liquidated claims including, without limitation, proceeds of insurance and condemnation awards.

ALL of which property and rights therein hereinabove described or mentioned being hereinafter collectively called, the "Mortgaged Premises".

TO HAVE AND TO HOLD the Mortgaged Premises unto the Mortgagee, its successors and assigns, forever.

AND at all times until the Obligations are satisfied, together with all interest thereon, the Mortgagor covenants, promises and agrees with the Mortgagee as follows:

ARTICLE 1

Covenants As To Payment, Performance and Title

SECTION 1.01. The Mortgagor shall, or shall cause the Borrower to, pay to the Mortgagee (for the ratable benefit of the Lenders), without offset, counterclaim or defense, the Obligations including, but not limited to, the unpaid principal indebtedness of the Note and all other sums now or hereafter due the Mortgagee and the Lenders under the terms hereof or of the Credit Agreement or the other Loan Documents, together with all interest thereon, punctually as and when the same shall become due by the terms thereof or hereof. The Mortgagor shall, or shall cause the Borrower to, fully and faithfully observe and perform all of the Obligations.

SECTION 1.02. The Mortgagor warrants (i) that it has good and marketable title to the Land, in fee simple, subject only to matters, if any, approved in writing by the Mortgagee, (ii) that it has good title to the Improvements and the Fixtures and (iii) that this Mortgage is a Lien on and security interest in and to the Mortgaged Premises subject to no other Lien other than the Permitted Liens, as set forth in Exhibit B attached hereto. The Mortgagor shall not, without the prior written consent of the Mortgagee, install in or locate on the Mortgaged Premises any equipment or fixtures which are subject to any Lien or title retention arrangement of any kind

other than that created hereby, other than Permitted Liens. The Mortgagor warrants that, except for Permitted Liens and assignments terminated prior to or as of the date hereof, neither the rents, issues and profits of the Mortgaged Premises nor any part thereof have been previously assigned. The Mortgagor shall preserve such title as herein described and will forever warrant and defend the validity and priority of the Lien hereof against the claims of all Persons whomsoever.

ARTICLE 2

Covenants As To Taxes, Assessments, Etc.

SECTION 2.01. Unless the Mortgagee is making payment pursuant to Section 2.02 below, at least five (5) days prior to the due date thereof, the Mortgagor will pay, discharge and (at the time specified in Section 2.03) furnish to the Mortgagee proper receipts for all taxes, general and special, water and sewer rent charges, excise levies, vault and other license or permit fees, city taxes, transit taxes, levies and assessments of every kind and all charges for utilities and utility services, which may have been or may hereafter be charged, assessed, levied, confirmed, imposed upon or grow or become due and payable out of, or in respect to, or against, the Mortgaged Premises, or any part thereof, or any appurtenance thereto (collectively, the "Impositions"), by any lawful authority or public utility, or which may become a Lien thereon, unless the same shall have been fully paid to the Mortgagee as provided in Section 2.02 hereof; provided, however, Mortgagor may contest any Impositions as long as (i) such contest prevents the enforcement of any lien against the Mortgaged Premises securing such Impositions and (ii) Mortgagor provides Mortgagee with such security as may be required by Mortgagee, in its sole discretion, for the payment of such Impositions.

SECTION 2.02. After an Default, if requested by the Mortgagee, the Mortgagor will pay to the Mortgagee on a monthly basis an amount equal to one-twelfth (1/12th) of the real estate taxes and premiums for insurance required by Article 3 hereof so as to enable the Mortgagee to pay the same at least thirty (30) days before they become due. Amounts so paid shall be deemed not to be trust funds but may at the option of the Mortgagee be commingled with general funds of the Mortgagee. No interest shall be paid on such amounts. If, pursuant to any provision of this Mortgage, the outstanding amount of the Obligations or any installment of interest, principal or principal and interest becomes due and payable prior to its originally scheduled maturity, the Mortgagee shall have the right, at the Lenders' election, to apply any amounts paid to the Mortgagee under this Section 2.02, with accrued interest thereon, against all or any part of the Obligations secured by this Mortgage, any interest thereon or in payment of the premiums or payments for which the amounts were paid. If the real estate taxes and insurance premiums required to be escrowed pursuant to this Section 2.02 shall exceed the estimate therefor and the amounts paid into escrow under this Section 2.02, the Mortgagor shall on demand forthwith make good the deficiency. The Mortgagor will furnish to the Mortgagee tax and insurance bills in sufficient time to enable the Mortgagee to pay such taxes and premiums before interest and penalties accrue thereon.

SECTION 2.03. Unless the same shall have been fully paid to the Mortgagee as provided in Section 2.02 hereof, the Mortgagor, upon written request of the Mortgagee, will furnish to the Mortgagee, within thirty (30) days after the date when any Impositions would become delinquent, official receipts of the appropriate taxing authority or other authority to

which the charge is payable, or other evidence reasonably satisfactory to the Mortgagee evidencing the payment thereof.

SECTION 2.04. The certificate, advice or bill of the appropriate official designated by Law to make or issue the same or to receive payment of any Imposition, of non-payment of such Imposition shall be prima facie evidence that such Imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill.

ARTICLE 3

Insurance

SECTION 3.01. The Mortgagor shall keep the Mortgaged Premises continuously insured, in an amount not less than the cost to replace the Mortgaged Premises or an amount not less than eighty percent (80%) of the full insurable value of the Mortgaged Premises, whichever is greater, covering such risks and in such amounts and with such deductibles as are satisfactory to the Mortgagee and its counsel including insurance against loss or damage by fire, with extended coverage and against other hazards as maintained by other owners of similar properties in the same geographic areas as the Mortgagee may from time to time require. With respect to any property under construction or reconstruction, the Mortgagor shall maintain builder's risk insurance. The Mortgagor shall also maintain commercial general liability insurance, in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate, which includes contractual liability insurance for the Mortgagor's obligations under the Leases. All property and builder's risk insurance shall include protection for continuation of loss of rent income for a period of twelve (12) months, in the event of any damage caused by the perils referred to above. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by the Mortgagee, shall be with an insurance company or companies financially rated "A-" by Standard & Poor's or "A-" by A.M. Best Company or as otherwise satisfactory to the Mortgagee, shall be in form satisfactory to the Mortgagee, shall include the Mortgagee as loss payee, shall be maintained in full force and effect, (master policy cannot assign to Bank), with premiums paid in accordance with insurance carrier terms and conditions, as collateral security for payment of the Obligations, shall include a standard Bank mortgagee clause in favor of the Mortgagee and certificate shall provide that insurers shall endeavor to provide for at least thirty (30) days notice of cancellation to the Mortgagee. Such insurance shall also name the Mortgagee as an additional insured under the commercial general liability policy and the Mortgagor shall also deliver to the Mortgagee a copy of the replacement cost coverage endorsement. If the Mortgaged Premises is located in an area which has been identified by any governmental agency, authority or body as a flood hazard area or the like, then the Mortgagor shall maintain a flood insurance policy covering the Mortgaged Premises in an amount not less than that required by the Mortgagee in its sole discretion.

SECTION 3.02. The Mortgagor may effect for its own account (for itself and for the benefit of the Lenders) any insurance not required under the provisions of the Credit Agreement, but any insurance effected by the Mortgagor on the Mortgaged Premises, whether or not required under the Credit Agreement, shall be for the mutual benefit of the Mortgagor, the Lenders and the Mortgagee, and shall be subject to all other provisions of the Credit Agreement, of this Article 3

and of Article 10 hereof and the Mortgagor shall provide the Mortgagee written notice of such insurance prior to it being effected along with a photocopy of all such policies promptly upon their issuance.

ARTICLE 4

Repairs, Maintenance and Removal

SECTION 4.01. Except as otherwise provided in the Credit Agreement, the Mortgagor will not cause or permit any building, structure or improvement or other property now or hereafter covered by the Lien of this Mortgage and comprising part of the Mortgaged Premises to be removed or demolished or structurally changed or altered (except as provided in Section 6 hereof), in whole or in part, or any Fixture comprising part of the Mortgaged Premises to be removed, severed or destroyed, without the prior written consent of the Mortgagee. Except as otherwise provided in the Credit Agreement, simultaneously with, or prior to, any such permitted removal, any such Fixtures shall be replaced with other Fixtures to perform the function of the Fixtures removed and of a value at least equal to that of the Fixtures replaced and free from any title retention or security agreement or other encumbrance. By such removal and replacement, the Mortgagor shall be deemed to have subjected such Fixtures to the Lien of this Mortgage. The Mortgagor will not abandon or cause or permit any waste to the Mortgaged Premises. The Mortgagor will pay all license fees and similar municipal charges for the use of the Mortgaged Premises and the vaults or other areas now or hereafter comprising part thereof or used in connection therewith and will not, unless so required by any Official Body having jurisdiction, discontinue such use without the prior written consent of the Mortgagee. Notwithstanding the foregoing, Mortgagor shall be permitted to continue all mining operations conducted in the ordinary course of business of the Mortgagor as of the date of this Mortgage.

SECTION 4.02. Throughout the term of this Mortgage, the Mortgagor, at its sole cost and expense, will take good care of the Mortgaged Premises and the sidewalks, curbs and vaults, if any, adjoining the Mortgaged Premises and will keep the same in good order and condition, and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and unforeseen and foreseen. All repairs made by the Mortgagor shall be equal in quality and class to the original work. The necessity for and adequacy of repairs to the Improvements pursuant to this Article 4 shall be measured by the standard which is appropriate for facilities and buildings of similar construction and class, provided that the Mortgagor shall in any event make all repairs necessary to avoid any structural damage or injury to the Improvements and to keep the Improvements in a proper condition for their intended uses.

SECTION 4.03. The Mortgagor will permit the Mortgagee, the Lenders and their representatives to enter the Mortgaged Premises at reasonable times and upon reasonable notice to inspect the same. In case any Default shall occur, the Mortgagee or any Lender may, at its option, enter the Mortgaged Premises to protect, restore or repair any part thereof in accordance with the Credit Agreement. Neither the Mortgagee nor any Lender shall be liable to the Mortgagor or any Person in possession under the Mortgagor if it does enter the Mortgaged Premises.

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ARTICLE 5

Compliance With Laws, Ordinances, Etc.

SECTION 5.01. Throughout the term of this Mortgage, the Mortgagor, at its sole cost and expense, shall promptly comply with all present and future Laws of all Official Bodies including, but not limited to, any national or local Board of Fire Underwriters, or any other body exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Mortgaged Premises or any part thereof and the sidewalks, curbs and vaults adjoining the Mortgaged Premises or to the use or manner of use of the Mortgaged Premises whether or not such Law shall necessitate structural changes or improvements, or the removal of any encroachments or projections, ornamental, structural or otherwise, onto or over the streets adjacent to the Mortgaged Premises, or onto or over property contiguous or adjacent thereto; provided that it shall not be deemed a violation of this Section 5.01 to the extent that any failure to comply with any Laws is not reasonably likely to result in a Material Adverse Change.


SECTION 5.02. The Mortgagor shall have the right, after prior written notice to the Mortgagee, to contest by appropriate legal proceedings diligently conducted in good faith, without cost or expense to the Mortgagee, the validity or application of any Law of the nature referred to in Section 5.01 hereof or any matter referred to in Sections 2.01 and 7.01 hereof, and which does not subject the Mortgagee to any criminal or civil liability, subject to the following:

(a) If by the terms of any such Law compliance therewith may legally be delayed pending the prosecution of any such proceeding without the incurrence of any Lien of any kind against the Mortgaged Premises (as may be determined in the Mortgagee's sole reasonable judgment), the Mortgagor may delay compliance therewith until the final determination of such proceeding.

(b) If any Lien against the Mortgaged Premises would or might be incurred by reason of any such delay (as may be determined in the Mortgagee's sole reasonable judgment), the Mortgagor nevertheless may contest as aforesaid and delay as aforesaid, provided the Mortgagor (i) furnishes to and maintains with the Mortgagee security, at all times reasonably satisfactory to the Mortgagee, against any loss or injury by reason of such contest or delay, and (ii) prosecutes such contest with due diligence.

SECTION 5.03. The Mortgagor will promptly perform and observe, or cause to be performed or observed, all of the terms, covenants and conditions of all instruments of record affecting the Mortgaged Premises, non-compliance with which may constitute a Material Adverse Change, and the Mortgagor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Mortgaged Premises.

ARTICLE 6


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Changes And Alterations By The Mortgagor

SECTION 6.01. Subject to any provisions of Articles 10 or 11 hereof to the contrary, the Mortgagor shall have the right from time to time during the term of this Mortgage to make, at its sole cost and expense, changes and alterations in or to the buildings, structures or improvements (once the same have initially been completed) included in the Mortgaged Premises, subject, however, to the following:

(a) Except for tenant improvements and alterations included in any budgets approved by the Mortgagee, no change or alteration involving an estimated cost of more than Fifty Thousand and 00/100 Dollars (\$50,000.00) for any single change or alteration, nor One Hundred Thousand and 00/100 Dollars (\$100,000.00) for all such changes and alterations in the aggregate while this Mortgage shall remain unsatisfied of record, shall be undertaken without the Mortgagee's prior written consent, which consent shall not be unreasonably withheld.

(b) No change or alteration shall be undertaken until the Mortgagor shall have procured and paid for, so far as the same may be required from time to time, all permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction.

(c) If required by the Mortgagee, any structural change or alteration involving an estimated cost of more than Fifty Thousand and 00/100 Dollars (\$50,000.00) shall be conducted under the supervision of an architect and/or engineer selected by the Mortgagor and approved in writing by the Mortgagee, which approval shall not be unreasonably withheld, and no such structural change or alteration shall be made except in accordance with detailed plans and specifications and cost estimates prepared and approved in writing by such architect and/or engineer and approved in writing by the Mortgagee, which approval shall not be unreasonably withheld.

(d) Any change or alteration shall, when completed, be of such a character as not to materially reduce the economic value of the Mortgaged Premises below its value immediately before such change or alteration.

(e) Any change or alteration, once commenced, shall be made promptly (unavoidable delays excepted) and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning Laws and with all other Laws of all Official Bodies, local Board of Fire Underwriters, and any other body hereafter exercising similar functions.

(f) If the estimated cost of any such change or alteration shall be in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00) the Mortgagee shall have the right to require the Mortgagor, before commencement of work, to furnish to the Mortgagee a performance bond or other security reasonably satisfactory to the Mortgagee, in an amount at least equal to the estimated cost of such change or alteration, guaranteeing the completion thereof within a reasonable time, free and clear of all Liens, encumbrances, chattel mortgages,

conditional bills of sale, and other charges, and in accordance with the plans and specifications approved by the Mortgagee.

(g) The Mortgagor shall pay to the Mortgagee all reasonable fees and expenses incurred by the Mortgagee in connection with such change or alteration including, but not limited to, the fees and expenses of any architect selected by the Mortgagee to review the plans and specifications and inspect the work on behalf of the Mortgagee.

(h) No change or alteration shall, when completed, tie in or connect the Mortgaged Premises with any other building, in whole or in part, on adjoining property.

ARTICLE 7

Mechanics' And Other Liens

SECTION 7.01. The Mortgagor will pay, or bond, or cause to be paid or bonded, from time to time as the same shall become due, all claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a Lien on the Mortgaged Premises or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom. The Mortgagor will do or cause to be done everything necessary so that the Lien and priority hereof shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

SECTION 7.02. The Mortgagor agrees that should the Mortgaged Premises at any time be or become subject to the Lien of any mortgage or deed of trust in connection with which payments on account of the Obligations secured hereby are to be made directly or indirectly by or through the mortgagee or beneficiary thereunder, regardless of such mortgagee or beneficiary, all of the Obligations hereby secured at the option of the Mortgagee shall immediately become due and payable.

SECTION 7.03. Except as otherwise permitted herein or in the Credit Agreement, the Mortgagor will not, without the prior written consent of the Mortgagee, create or suffer to be created any security interest under the Uniform Commercial Code or any other Lien in favor of any Person other than the Mortgagee, or create or suffer any reservation of title by any such other Person, with respect to any Fixtures, nor shall any such Fixtures or property be the subject matter of any lease or other transaction whereby the ownership or any beneficial interest in any of such property is held by any Person other than the Mortgagor (or the Mortgagee as provided herein) other than as approved in accordance with Section 9.01 hereof. All such property shall be purchased for cash or in such manner that no Lien shall be created thereon except for Permitted Liens and the Lien of this Mortgage, unless the Mortgagee shall agree in writing to the contrary before a contract to purchase any such property is executed.

SECTION 7.04. Except as otherwise permitted herein or in the Credit Agreement, the Mortgagor will not create or permit to accrue upon all or any part of the Mortgaged Premises any debt or Lien except for Permitted Liens and the Lien of this Mortgage, and shall promptly cause to be paid and discharged, any Lien whatsoever (other than Permitted Liens) which by any present or future Law may be or become superior to, or on a parity with this Mortgage, either in

Lien or in distribution out of the proceeds of any judicial sale of the Mortgaged Premises, or any part thereof, and any Lien not permitted by this Article 7.

ARTICLE 8

Use Of Property

SECTION 8.01. The Mortgagor will use or permit the Mortgaged Premises to be used, principally and continuously as a retail shopping center and uses incidental thereto. The Mortgagor shall not use, or permit the use of the Mortgaged Premises for any other principal use without the prior written consent of the Mortgagee. The Mortgagor shall not use or permit the use of the Mortgaged Premises or any part thereof for any other purpose which in the reasonable opinion of the Mortgagee would adversely affect the then value or character of the Mortgaged Premises or any part thereof.

SECTION 8.02. The Mortgagor shall not suffer or permit the Mortgaged Premises, or any portion thereof, to be used by the public, as such, without restriction or in such manner as might reasonably tend to impair the Mortgagor's title to the Mortgaged Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Mortgaged Premises or any portion thereof.

SECTION 8.03. The Mortgagor shall keep the Mortgaged Premises in good condition and order and in a rentable and tenantable state of repair and will make or cause to be made, as and when necessary, all repairs, renewals, and replacements, structural and nonstructural, exterior and interior, foreseen and unforeseen, ordinary and extraordinary, provided, however, that no structural repairs, except for emergencies where such repairs will prevent further damage to property or injury to persons and the Mortgagor notifies the Mortgagee of the need and cost of such repairs within two (2) Business Days of such emergency, renewals or replacements shall be made without the Mortgagee's prior written consent, which consent may be given pursuant to the Mortgagee's approval of Mortgagor's budget for capital expenditures to be made to the Mortgaged Premises pursuant to the Credit Agreement. The Mortgagor shall not remove, demolish or alter the Mortgaged Premises nor commit or suffer waste with respect thereto, nor permit the Mortgaged Premises to become deserted or abandoned.

ARTICLE 9

Leases

SECTION 9.01. Except as set forth in Section 3 of the Assignment of Rents, Leases and Profits dated the date hereof executed by Mortgagor in favor of Mortgagee (the "Assignment of Leases"), any and all leases of any part of the Mortgaged Premises shall be subject in all respects to the prior approval of the Mortgagee, which approval shall not be unreasonably withheld. The Mortgagor shall submit to the Mortgagee certified copies of all future leases, which shall be in a form approved by the Mortgagee.

SECTION 9.02. Except as set forth in Section 3 of the Assignment of Leases, the Mortgagor shall not modify, abridge or terminate (except for default by the tenant) any leases of any portion of the Mortgaged Premises nor shall any surrender thereof (except in accordance with the terms of the leases) be accepted by the Mortgagor without the prior written consent of the Mortgagee, nor shall the Mortgagor collect rent under any of said leases for more than one month in advance, (i) except upon the execution of a lease, provided that such advance rent in excess of one month's rent is to be applied to the rents at the beginning of the term of the lease or (ii) except as a security deposit to be applicable either against the rent due at the end of the term of the lease or repair of damages to the leased premises or to be refunded upon the expiration of the term thereof.

SECTION 9.03. At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to any award in condemnation or insurance proceeds), to any and all leases of all or any part of the Mortgaged Premises upon the execution by the Mortgagee of a written unilateral declaration to that effect, and recording thereof, at any time hereafter, in the official records of Shelby County, Alabama.

SECTION 9.04. Every contract, written or oral, which the Mortgagor shall make with any broker or leasing agent with respect to the leasing or sale of the Mortgaged Premises or any part thereof, unless approved in writing by the Mortgagee prior to its execution, shall provide that the rights of such broker or agent to the commissions or other compensation payable thereunder shall be subject, subordinate and inferior to the rights of the Mortgagee, so that in the event of a sale of the Mortgaged Premises pursuant to the exercise by the Mortgagee of the rights and remedies of the Mortgagee hereunder or of the Mortgagee and the Lenders under the Credit Agreement, as the case may be, the Mortgagee or the purchaser at such sale will be exonerated and discharged from all liability for the payment of any such commission or compensation.

SECTION 9.05. The Mortgagor covenants and agrees that no lease or any rentals under any lease, or any rents, issues or profits issuing from the Mortgaged Premises, shall be hereafter sold, assigned, transferred, mortgaged, pledged or otherwise disposed of or encumbered, except to the Mortgagee, whether by operation of Law or otherwise, without the prior written consent of the Mortgagee in each instance first had and obtained, and any attempt to do so shall be null and void.

SECTION 9.06. The Mortgagor will perform in all material respects the lessor's covenants under any existing or future lease affecting the Mortgaged Premises, or any part thereof, and neither do, nor neglect to do, nor permit to be done or left undone, anything, other than pursuing the enforcement of the terms of such leases in the exercise of the lessor's remedies thereunder following default on the part of any tenant in the performance of its prescribed obligations with respect to any Lease in excess of 2,000 rentable square feet of the Mortgaged Premises, which may cause the modification or termination of any said lease, or of the obligations of any tenant or any Person claiming through such tenant, or which may diminish or impair the value of any lease, or the rents provided for therein, or the interest of the lessor or of the Mortgagee therein or thereunder. Except as set forth in Section 3 of the Assignment of Leases, the Mortgagor will not permit any assignment of any lease by the tenant thereunder or any subletting of all or any part of the premises demised by any lease without the prior written consent of the Mortgagee. Other than the Permitted Liens, the Mortgagor will not create or

permit a Lien which may be or become superior to any lease affecting the Mortgaged Premises, or any part thereof without the prior written consent of the Mortgagee. The Mortgagor will give the Mortgagee prompt written notice of any notice of default received from any tenant of the Mortgaged Premises or any part thereof, or given by the Mortgagor to any tenant of the Mortgaged Premises or any part thereof.

ARTICLE 10

Damage Or Destruction

SECTION 10.01. In the case of casualty resulting in damage or destruction to the Mortgaged Premises, the Mortgagor shall promptly give written notice thereof to the Mortgagee.

SECTION 10.02. Unless the Mortgagee elects to apply insurance proceeds to reduce the Obligations secured hereby, as permitted below, the Mortgagor shall at its sole cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, restore, repair, replace, rebuild or alter the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction or with such changes or alteration as may be made at the Mortgagor's election in conformity with and subject to the conditions of Article 6 hereof. Such restoration, repairs, replacements, rebuilding or alteration shall be commenced promptly and prosecuted with reasonable diligence. If (i) estimates received, and/or made, by the Mortgagee disclose that the cost of restoration would be in excess of the amount of insurance proceeds available therefor, or (ii) during the period of restoration by the Mortgagor the amount of the insurance proceeds shall not be sufficient to complete such restoration, then in either of such events, the Mortgagor shall deposit with the Mortgagee the amount required to complete such restoration or such other security as shall be reasonably satisfactory to the Mortgagee.

SECTION 10.03. All proceeds of and payments under insurance policies in excess of \$500,000 with respect to any casualty event shall be paid to the Mortgagee and applied by the Mortgagee first to payment of the actual costs, fees and expenses, if any, incurred by the Mortgagee in connection with the adjustment of the loss and settlement with the insurance company. The remainder of such insurance proceeds shall be applied by the Mortgagee, at the sole discretion of the Mortgagee, either (i) in reduction of the Obligations secured by this Mortgage, principal and interest, as the Mortgagee may elect, or (ii) to the payment of the costs of the aforesaid restoration, repairs, replacement, rebuilding or alterations, including the cost of temporary repairs and the cost of protection of property pending the completion of permanent restoration, repairs, replacement, rebuilding or alterations (all of which temporary and permanent repairs, restoration, replacement, rebuilding, alterations and protection of property are hereinafter collectively referred to as the "Restoration"). Any proceeds and payments under insurance policies of \$500,000 or less with respect to any casualty event shall be used by Mortgagor for the Restoration.

SECTION 10.04. If under the provisions of this Article 10, insurance proceeds are to be applied to the cost of Restoration of the Mortgaged Premises, the Mortgagee shall hold such insurance proceeds, together with any amounts deposited with the Mortgagee pursuant to Section 10.02 hereof, and advance the same for application to the cost of the Restoration from time to

time as the Restoration progresses. Such funds will be advanced upon the written request of the Mortgagor and upon the Mortgagor's compliance with such reasonable requirements therefor as the Mortgagee shall impose. Upon completion of all of the Restoration in a good and workmanlike manner and substantially in accordance with any plans and specifications therefor which the Mortgagee may have required, and upon receipt by the Mortgagee of evidence reasonably satisfactory to the Mortgagee that the Restoration has been completed and that the Mortgaged Premises is not and will not become subject to any mechanic's or materialmen's Liens on account of the Restoration or any part thereof, any balance of the insurance proceeds or sums deposited with the Mortgagee pursuant to Section 10.02 hereof and not applied to the cost of Restoration shall be applied to reduce the Obligations secured by this Mortgage, and any balance remaining after repayment of the Obligations shall be paid over to the Mortgagor.

SECTION 10.05. Notwithstanding any provision of this Article 10 to the contrary, if a Default should occur or continue at any time during any Restoration of the Mortgaged Premises, the Mortgagee shall have no obligation to continue to apply insurance proceeds to the Restoration and may apply such insurance proceeds to reduction of the Obligations secured hereby.

SECTION 10.06. In no event shall the application to the obligation of the Mortgagor or, whether or not then due or payable, of any insurance proceeds postpone, abate or reduce any of the periodic installments of principal and interest thereafter to become due under the Note or the Credit Agreement until the Obligations are satisfied. If the Mortgagee shall acquire title to the Mortgaged Premises either by virtue of a deed in lieu of foreclosure or a judicial sale thereof pursuant to proceedings under this Mortgage, the Credit Agreement or any other Loan Document, then all of the Mortgagor's estate, right, title and interest in and to all such policies, including unearned premiums thereon and the proceeds thereof, shall vest in the Mortgagee.

ARTICLE 11

Condemnation

SECTION 11.01. The Mortgagor shall give the Mortgagee prompt notice of any actual or threatened commencement of condemnation proceedings or the exercise of the right of eminent domain. In the event that the Mortgaged Premises, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain (hereinafter called collectively, "Condemnation Proceedings"), the Mortgagee may on behalf of the Mortgagor participate in any such Condemnation Proceedings and may on behalf of and with the concurrence of the Mortgagor adjust, contest, accept, reject or compromise any proposed award and collect and, without the concurrence of the Mortgagor, may receive the proceeds thereof and endorse drafts, and the Mortgagee is hereby irrevocably appointed attorney-in-fact of the Mortgagor for such purposes, such power being coupled with an interest. The decision of the Mortgagee with regard to the adjustment, contest, acceptance, rejection or compromise of any proposed award issued in connection with any Condemnation Proceedings shall be binding upon the Mortgagor. The award that may be made in any such proceeding or the proceeds thereof shall be deposited with the Mortgagee and distributed in the manner set forth in the Credit Agreement and this Article 11. The parties agree to execute any and all further documents that

may be required in order to facilitate collection of any award or awards and the making of any such deposit with the Mortgagee.

SECTION 11.02. If at any time during the term of this Mortgage title to the whole or materially all of the Mortgaged Premises shall be taken in Condemnation Proceedings or by agreement between the Mortgagor and the Mortgagee and those authorized to exercise such right, the Mortgagee shall apply such award or proceeds which it receives pursuant to Section 11.01 hereof to payment of the Obligations secured by this Mortgage and any balance then remaining shall be paid to the Mortgagor as its interest may appear. For the purposes of this Section 11.02 "materially all of the Mortgaged Premises" shall be deemed to have been taken if the portion of the Mortgaged Premises taken shall preclude, in the Mortgagee's sole judgment, the effective use of the Mortgaged Premises as an economically viable unit for the purposes permitted by Article 8 hereof.

SECTION 11.03. If at any time during the term of this Mortgage title to less than the whole or materially all of the Mortgaged Premises shall be taken as aforesaid, all of the award or proceeds collected by the Mortgagee pursuant to Section 11.01 hereof, shall, at the option of the Mortgagee, (i) be applied to reduce the Obligations secured by this Mortgage or (ii) be held by the Mortgagee and applied and paid over toward the cost of demolition, repair and restoration, substantially in the same manner and subject to the same conditions as those provided in Article 10 hereof with respect to insurance and other monies. Any balance remaining in the hands of the Mortgagee after payment of such costs of demolition, repair and restoration shall be retained by the Mortgagee and applied in reduction of the Obligations secured by the Mortgage. In the event that the costs of such demolition, repairs and restoration shall exceed the net amount collected by the Mortgagee, the Mortgagor shall pay the deficiency.

SECTION 11.04. If at any time during the term of this Mortgage the temporary use of the whole or any part of the Mortgaged Premises shall be taken in Condemnation Proceedings, all of the award or proceeds collected by the Mortgagee pursuant to Section 11.01 hereof shall be held by the Mortgagee and applied by the Mortgagee toward the payment of the interest payments or of the payments of principal and interest due on the Obligations secured by this Mortgage and such other sums as are due to the Mortgagee and the Lenders under the Credit Agreement, the Note and this Mortgage, until such time as the Obligations secured by this Mortgage and such other sums as are due to the Mortgagee and the Lenders under the Credit Agreement, the Note and this Mortgage are completely satisfied and paid, except that, if such taking by Condemnation Proceedings results in changes and alterations to the Mortgaged Premises or any part thereof which would necessitate an expenditure to restore the Mortgaged Premises or any part thereof to its former condition, then such portion of the award or proceeds as in the Mortgagee's reasonable estimation shall be necessary to cover the cost of restoration shall at the option of the Mortgagee be retained by the Mortgagee, without application as aforesaid, and be applied and paid over toward the restoration of the Mortgaged Premises, or any part thereof, to its former condition in substantially the same manner and subject to the same conditions as those provided in Article 10 hereof with respect to insurance and other monies. In the event that the costs of such restoration shall exceed the net amount collected by the Mortgagee, the Mortgagor shall pay the deficiency.

SECTION 11.05. Any award for compensation made in Condemnation Proceedings for consequential damages or for the taking of rights in, under and above the streets adjoining such Mortgaged Premises, or the rights and benefits of light, air or access to said streets, or for the taking of space, or rights therein, below the surface of, or above, the Mortgaged Premises, shall be paid over to and received by the Mortgagee. Such awards or compensation shall at the option of the Mortgagee be either applied to the reduction of the Obligations secured hereby, or paid over toward the cost of such demolition, repair and restoration of the Mortgaged Premises as shall be necessitated by such taking, substantially in the same manner and subject to the same conditions as those provided in Article 10 hereof with respect to insurance and other monies, and any balance remaining in the hands of the Mortgagee shall be retained by the Mortgagee, and applied in reduction of the Obligations secured by this Mortgage in the same manner as provided in Section 11.03 with respect to the balance of the award or awards therein referred to.

SECTION 11.06. In the case of any taking covered by the provisions of this Article 11, the Mortgagor and the Mortgagee (to the extent that the Mortgagee has not been reimbursed therefor by the Mortgagor) shall be entitled as a first priority to reimbursement out of any award or awards for all reasonable costs, fees, reimbursements to the Mortgagee and expenses incurred in the determination and collection of any such awards.

SECTION 11.07. Notwithstanding any taking by Condemnation Proceeding, the Mortgagor shall continue to pay interest on the entire principal sum secured by this Mortgage at the rates provided in the Credit Agreement until any such award or payment shall have been actually received by the Mortgagee and applied to the principal sum as provided in this Article 11, if it is to be so applied under this Article 11. Any reduction in the principal sum resulting from the Mortgagee's application of such award or payment, as hereinafter set forth shall be deemed to take effect only on the date of such application. If, prior to the Mortgagee's receipt of such award or payment, the Mortgaged Premises shall have been sold to the Mortgagee or its nominee on foreclosure of this Mortgage, the Mortgagee shall have the right to receive and retain the entire award or payment.

SECTION 11.08. In no event shall the application to the Obligations secured hereby of any payment to the Mortgagee pursuant to this Article 11 postpone, abate or reduce any of the periodic installments of principal or interest thereafter to become due under the Credit Agreement and the Note until the Obligations are satisfied.

ARTICLE 12

Notices

SECTION 12.01. All notices, requests, demands, directions and other communications under the provisions of this Mortgage must be in writing (including telexed or telecopied communication) unless otherwise expressly permitted under this Mortgage and must be sent by first-class or first-class express mail, private overnight or next Business Day courier or by telex or telecopy with confirmation in writing mailed first class, in all cases with charges prepaid, and any such properly given notice will be effective when received. All notices will be sent to the applicable party at the addresses stated below or in accordance with the last unrevoked written direction from such party to the other parties.

If to the Mortgagor: I & G Inverness Retail, L.L.C.
c/o LaSalle Investment Management, Inc.
200 East Randolph Drive
Chicago, Illinois 60601
Attention: Brian Kuzniar, Senior V.P.

and a copy to: Hagan & Vidovic LLP
200 East Randolph Drive, 43rd Floor
Chicago, Illinois 60601
Attention: Robert K Hagan, Esquire

If to the Mortgagee: PNC Bank, National Association
1900 East 9th Street (01-2221)
Cleveland, Ohio 44114
Attention: Peter Westover, Real Estate Finance

and a copy to: Buchanan Ingersoll & Rooney PC
Two Liberty Place
50 S. 16th Street, Suite 3200
Philadelphia PA 19102-2555
Attention: William H. Schorling, Esquire


SECTION 12.02. Except as provided in Section 12.01 hereof, if at any time during the term of this Mortgage more than one Person shall be the owner of the Mortgaged Premises, then any notices, demands or requests given by the Mortgagee to any one of such Persons shall be deemed to have been duly given to the Mortgagor for all purposes under this Mortgage, and any notices, demands or requests given by any one of such Persons owning the Mortgaged Premises to the Mortgagee shall be deemed to have been duly given by the Mortgagor for all purposes under this Mortgage, it being the intention that each Person owning the Mortgaged Premises irrevocably designates all other such Persons as his, her or its agent for the purpose of giving and receiving all notices, demands and requests required to be given or received under the provisions of this Mortgage.

ARTICLE 13

Credit Agreement/Future Advances

SECTION 13.01. This Mortgage is subject in all respects to the terms and provisions of the Credit Agreement, as now in force and as hereafter amended, supplemented or modified, which is incorporated herein by reference. To the extent of any inconsistency between the terms of the Credit Agreement and this Mortgage, the terms of the Credit Agreement shall control. All Obligations arising and accruing from time to time under the Note, the Credit Agreement and the other Loan Documents shall be secured hereby to the same extent as though the Credit Agreement was fully incorporated in this Mortgage. Under the Credit Agreement, advances of proceeds of the Note may be made from time to time hereafter, but each such advance shall be secured hereby as if made on the date hereof.

ARTICLE 14


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Shelby Cnty Judge of Probate, AL
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Events of Default and Remedies

SECTION 14.01. Upon the occurrence of an Default under the Credit Agreement, the entire Obligations may become immediately due and payable (i) upon demand of the Mortgagee, at the Mortgagee's and the Lenders' option or (ii) automatically without notice or demand in accordance with the Credit Agreement. In any such event, the Mortgagee may forthwith, and without further delay undertake any one or more of the following:

(a) Foreclosure. Sell the Mortgaged Premises (or such part or parts thereof as the Mortgagee may from time to time elect to sell) under the power of sale which is hereby given to the Mortgagee, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the Land to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three (3) successive weeks of the time, place and terms of such sale, together with a description of the Mortgaged Premises to be sold, by publication in some newspaper published in the county or counties in which the Land to be sold is located. If there is Land to be sold in more than one county, publication shall be made in all counties where the Land to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three (3) successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. The Mortgagee may bid at any sale held under this Mortgage and may purchase the Mortgaged Premises, or any part thereof, if the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see the proper application of the purchase money. At any sale all or any part of the Mortgaged Premises, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse shall be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Mortgaged Premises in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Mortgaged Premises not previously sold shall have been sold or all the Obligations shall have been paid in full and this Mortgage shall have been terminated as provided herein;

(b) Entry. The Mortgagee personally, or by its agents or attorneys, may enter into and upon all or any part of the Mortgaged Premises, and each and every part thereof, and may exclude the Mortgagor, its agents and servants wholly therefrom without liability for trespass, damages or otherwise and the Mortgagor agrees to surrender possession to the Mortgagee on demand after the happening of any Default; and having and holding the same, may use, operate, manage and control the Mortgaged Premises and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, the Mortgagee, at the expense of the Mortgaged Premises, from time to time, either by purchase, repairs or construction, may maintain and restore the Mortgaged Premises, whereof it shall become possessed as aforesaid, may complete the renovation of the buildings, structures and improvements and in the course of such completion may make such changes in the contemplated or completed buildings, structures and improvements as it may

deem desirable and may insure the same; and likewise, from time to time, at the expense of the Mortgaged Premises, the Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as it may deem advisable; and in every such case the Mortgagee shall have the right to manage and operate the Mortgaged Premises and to carry on the business thereof and exercise all rights and powers of the Mortgagor with respect thereto either in the name of the Mortgagor or otherwise as it shall deem best; and the Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Mortgaged Premises and every part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Premises or any part thereof, as well as just and reasonable compensation for the services of the Mortgagee and for all attorneys, counsel, agents, clerks, servants and other employees properly engaged and employed by the Mortgagee, the Mortgagee shall apply the moneys arising as aforesaid, first, to the payment of the Obligations evidenced by the Note, whether on account of principal or interest or otherwise as the Mortgagee and the Lenders, in their sole discretion may elect and second, to the payment of any other sums required to be paid by the Mortgagor under this Mortgage, the Credit Agreement or any other Loan Document. **FOR SUCH PURPOSES, THE MORTGAGOR HEREBY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR THE MORTGAGOR TO SIGN AN AGREEMENT FOR ENTERING AN AMICABLE ACTION OF EJECTMENT FOR POSSESSION OF THE MORTGAGED PREMISES, AND TO CONFESS JUDGMENT THEREIN AGAINST THE MORTGAGOR IN FAVOR OF THE MORTGAGEE, WHEREUPON A WRIT MAY FORTHWITH ISSUE FOR THE IMMEDIATE POSSESSION OF THE MORTGAGED PREMISES, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER; AND FOR SO DOING THIS MORTGAGE OR A COPY HEREOF VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT.**

(c) Receivership. Have a receiver appointed to enter into possession of the Mortgaged Premises, collect the earnings, revenues, rents, issues, profits and income therefrom and apply the same as the court may direct. The Mortgagee shall be entitled to the appointment of a receiver without the necessity of proving either the inadequacy of the security or the insolvency of the Mortgagor or any other Person who may be legally or equitably liable to pay moneys secured hereby and the Mortgagor and each such Person shall be deemed to have waived such proof and to have consented to the appointment of such receiver. Should the Mortgagee or any receiver collect earnings, revenues, rents, issues, profits or income from the Mortgaged Premises, the moneys so collected shall not be substituted for payment of the Obligations secured hereby and can only be used to cure the default, with the prior written consent of the Mortgagee, when such moneys have been applied to payments of the principal, and interest thereon, and only after a sufficient amount of time has passed so as to prevent the disgorgement or forfeiture of such moneys by the Mortgagee pursuant to any state or federal insolvency or bankruptcy Law. The Mortgagee shall be liable to account only for earnings, revenues, rents, issues, profits and income actually received by the Mortgagee.

(d) Sale of Personal Property. The Mortgagee shall have such rights and remedies in respect of so much of the Mortgaged Premises as may, under applicable Law, be

personal property, or any part thereof, as are provided by the Uniform Commercial Code and such other rights and remedies in respect thereof which it may have at law or in equity or under this Mortgage, including without limitation the right to take possession of the Mortgaged Premises wherever located and to sell all or any portion thereof at public or private sale, without prior notice to the Mortgagor, except as otherwise required by Law (and if notice is required by Law, after ten (10) days prior written notice), at such place or places and at such time or times and in such manner and upon such terms, whether for cash or on credit, as the Mortgagee in its sole discretion may determine. The Mortgagee shall apply the proceeds of any such sale first to the payment of the reasonable costs and expenses incurred by the Mortgagee in connection with such sale or collection, including reasonable attorney's fees and legal expenses, second to the payment of the Obligations, whether on account of principal or interest or otherwise as the Mortgagee in its sole discretion may elect, and then to pay the balance, if any, as required by Law. Upon the occurrence of any Default, the Mortgagor, upon demand by the Mortgagee, shall promptly assemble any equipment and fixtures included in the Mortgaged Premises and make them available to the Mortgagee at a place to be designated by the Mortgagee, which shall be reasonably convenient to the Mortgagee and the Mortgagor.

(e) Sale of the Mortgaged Premises. The Mortgagee may sell any of the Mortgaged Premises, not specifically designated as personal property and subject to subparagraph (d) above, in such a manner as it deems appropriate and in accordance with any applicable Law. The Mortgagee shall apply the proceeds of any such sale first to the payment of the reasonable costs and expenses incurred by the Mortgagee in connection with such sale or collection, including reasonable attorneys' fees and legal expenses, second to the payment of the Obligations, whether on account of principal or interest or otherwise as the Mortgagee in its sole discretion may elect, and then to pay the balance, if any, as required by Law.

SECTION 14.02. Upon the occurrence of an Default hereunder, the Mortgagee in pursuance of the foregoing remedies, or in addition thereto, (a) shall be entitled to resort to its several securities for the payment of the sums secured hereby in such order and manner as the Mortgagee may think fit without impairing the Mortgagee's Lien in, or rights to, any of such securities and without affecting the liability of any Person for the sums secured hereby, except to the extent that the Obligations secured hereby shall have been reduced by the actual monetary consideration, if any, received by the Mortgagee from the proceeds of such security; (b) may, in the Mortgagee's sole discretion, release for such consideration, or none, as the Mortgagee may require, any portion of the Mortgaged Premises without, as to the remainder of the security, in anywise impairing or affecting the Lien of this Mortgage, or the priority thereof, or improving the position of the holder of any subordinate Lien with respect thereto, except to the extent that the Obligations secured hereby shall have been reduced by the actual monetary consideration, if any, received by the Mortgagee for such release; and/or (c) may accept the assignment or pledge of any other property in place thereof as the Mortgagee may require without being accountable for so doing to any other lienor.

SECTION 14.03. The Mortgagor hereby waives and releases (a) all errors, defects and imperfections in any proceedings instituted by the Mortgagee under this Mortgage, (b) all benefit that might accrue to the Mortgagor by virtue of any present or future Laws exempting the Mortgaged Premises, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil

process, or extension of time for payment, (c) all benefits that might accrue to the Mortgagor from requiring valuation or appraisal of any part of the Mortgaged Premises levied or sold on execution of any judgment recovered for the Obligations secured hereby, and (d) all notices not herein elsewhere specifically required, of the Mortgagor's default or of the Mortgagee's exercise, or election to exercise, any option under this Mortgage. The Mortgagor further agrees to waive the issuance and service of process and enter its voluntary appearance in any action, suit or proceeding brought in connection with any Default and if required by the Mortgagee, to consent to the appointment of a receiver or receivers of the Mortgaged Premises and of all the earnings, revenues, rents, issues, profits and income thereof. The Mortgagor will not at any time insist upon, or plead, or in any manner whatever, claim or take any benefit or advantage of any right under any statute heretofore or hereafter enacted to redeem the property so sold, or any part thereof, and the Mortgagor hereby expressly waives all benefit or advantage of any such Law or Laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such Law or Laws had been made or enacted. The Mortgagor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Mortgaged Premises marshaled upon any foreclosure hereof.

SECTION 14.04. In the event of any breach or threatened breach by the Mortgagor of any of the covenants, agreements, terms or conditions contained in this Mortgage, the Mortgagee shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though other remedies were not provided for in this Mortgage.

SECTION 14.05. No recovery of any judgment by the Mortgagee and no levy of an execution under any judgment upon the Mortgaged Premises or upon any other property of the Mortgagor shall affect in any matter or to any extent, the Lien of this Mortgage upon the Mortgaged Premises or any part thereof, or any Liens, rights, powers or remedies of the Mortgagee hereunder, but such Liens, rights, powers and remedies of the Mortgagee shall continue unimpaired as before.

SECTION 14.06. In the event that the Mortgagee shall have the right to foreclose this Mortgage, the Mortgagor authorizes the Mortgagee at its option to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Premises, and the failure to make any such tenants parties to any such foreclosure proceeding and to foreclose their rights will not be asserted by the Mortgagor as a defense to any proceeding instituted by the Mortgagee to collect the Obligations secured hereby or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Premises.

ARTICLE 15

Non-Waiver, Etc.

SECTION 15.01. Any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms, covenants, agreements, conditions and provisions hereof shall not be deemed to be a waiver of any of the terms, covenants, agreements, conditions, promises and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have

the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms, covenants, agreements, conditions, promises and provisions of this Mortgage to be performed by the Mortgagor. No covenant, agreement, provision, term or condition of this Mortgage to be performed or complied with by the Mortgagor, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the Mortgagee. Neither the Mortgagor nor any other Person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Mortgagee to comply with any request of the Mortgagor or of any other Person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any of the Obligations secured by this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the Obligations, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Premises and the Mortgagee extending the time of payment or modifying the terms of the Credit Agreement, the Note or this Mortgage without first having obtained the consent of the Mortgagor or such other Person, and in the latter event, the Mortgagor and all such other Persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Mortgagee. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate Lien on the Mortgaged Premises, the Mortgagee may release the obligation of anyone at any time liable for any of the Obligations secured by this Mortgage or any part of the security held for the Obligations and may extend the time of payment or otherwise modify the terms of the Credit Agreement or this Mortgage, or both, without, as to the security or the remainder thereof, in anywise impairing or affecting the Lien of this Mortgage or the priority of such Lien, as security for the payment of the Obligations as it may be so extended or modified, over any subordinate Lien. The holder of any subordinate Lien shall have no right to terminate any lease affecting the Mortgaged Premises whether or not such lease is subordinate to this Mortgage. For the payment of the Obligations secured hereby, the Mortgagee may resort to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

SECTION 15.02. If any term or provision of this Mortgage or the application thereof to any Person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Mortgage, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Mortgage shall be valid and shall be enforced to the fullest extent permitted by Law.

SECTION 15.03. Any act to be performed by the Mortgagor under this Mortgage, the Credit Agreement or any other Loan Document shall be performed by the Mortgagor at the Mortgagor's sole cost and expense.

SECTION 15.04. If the Mortgagor fails (i) to pay any Impositions when and as required by Article 2 hereof, (ii) to procure, pay for and deliver to the Mortgagee any policy or policies of insurance when and as required by Article 3 hereof, (iii) to maintain, protect, restore or repair the Mortgaged Premises as required by Article 4 hereof, (iv) to pay and discharge any Lien when and as required by Article 7 hereof, or (v) to fully and timely perform any other obligation of the Mortgagor hereunder, under the Credit Agreement or under any of the other

Loan Documents, the Mortgagee shall be under no obligation to take action to correct such failures. However, at its option, the Mortgagee may take such action and expend such sums as the Mortgagee reasonably deems necessary to correct such failures or any consequences thereof, but such action or payment by the Mortgagee shall not constitute a waiver by the Mortgagee of the performance of said act, and the Mortgagee may declare the Mortgagor's failure to perform such act an Default notwithstanding the Mortgagee's having undertaken the performance of the act. The Mortgagor will repay to the Mortgagee promptly upon demand any amounts expended by the Mortgagee to correct such failure or any consequences thereof, and all expenses of the Mortgagee in taking such action, with interest at the default rate set forth in the Credit Agreement from the incurring of such expense or the making of such payment, as the case may be. The payment of such amounts to the Mortgagee shall be secured by this Mortgage.

ARTICLE 16

General Covenants

SECTION 16.01. The Mortgagor represents and warrants that this Mortgage constitutes a legal, valid and binding obligation of the Mortgagor, enforceable in accordance with its terms except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforceability of creditors' rights generally or limiting the rights of specific performance.

SECTION 16.02. The Mortgagor, within ten (10) days after request by writing, will furnish a duly acknowledged written statement in form reasonably satisfactory to the Mortgagee setting forth the amount of the Obligations then secured by this Mortgage, and stating either that no offsets or defenses then exist against such Obligations, or if such offsets or defenses are alleged to exist, the nature and extent thereof.

SECTION 16.03. In the event of any sale under this Mortgage by virtue of judicial proceedings, the Mortgaged Premises may be sold, subject to all applicable Laws, in one parcel and as an entirety or in such parcels, manner or order as the Mortgagee in its sole discretion may elect.

SECTION 16.04. The Mortgagor shall promptly pay upon request all expenses and costs incurred by the Mortgagee, including reasonable attorneys' fees, together with interest thereon at the rate of interest accruing after an Default as set forth in the Credit Agreement from the date of the payment thereof by the Mortgagee, in connection with any action, proceeding, litigation or claim instituted or asserted by or against the Mortgagee or in which the Mortgagee becomes engaged, including without limitation bankruptcy, reorganization, arrangements, receivership or similar proceedings, wherein it becomes necessary in the opinion of the Mortgagee to protect the Mortgagee's interest in the Mortgaged Premises or the security afforded hereby, or to defend or uphold the Lien of this Mortgage, or the validity or effectiveness of any assignment of any claim, award, payment, property damage insurance policy or any other right or property conveyed, encumbered or assigned by the Mortgagor to the Mortgagee hereunder, or the priority of any of the same, and all such expenses and costs, and said interest thereon, shall be added to and become part of the Obligations and be secured in all respects hereby as if part of the original Obligations evidenced by the Note; provided, however, that in any action to

foreclose this Mortgage or to recover or collect the sums due hereunder the provisions of Law and of this Mortgage relative to the recovery of costs, disbursements, commissions, allowances and attorneys' fees, shall prevail unaffected by this Section 16.04.

SECTION 16.05. In the event of the passage after the date of this Mortgage of any Law of the State of Alabama, deducting from the value of the Mortgaged Premises for the purpose of taxation any Lien thereon, or changing in any way the Laws now in force for the taxation of mortgages, or debts secured thereby, for state or local purposes, or the manner of the operation of any such taxes so as to affect the interest of the Mortgagee, then and in such event, the Mortgagor shall bear and pay the full amount of such taxes.

SECTION 16.06. This Mortgage creates a security interest in the Fixtures and other personalty referred to above and, to the extent that any such Fixtures shall not be deemed to be part of the real estate, shall constitute a security agreement under the Uniform Commercial Code. The Mortgagor agrees to pay to the Mortgagee on demand all costs and expenses incurred by the Mortgagee in connection with the preparation, execution, recording, filing and refiling of any instrument or document which the Mortgagee may reasonably require in order to perfect and maintain the Mortgagee's security interest under the Uniform Commercial Code upon such collateral, including the charges for examining title and the attorneys' fee for rendering an opinion as to the priority of this Mortgage as a valid and subsisting first Lien. Such costs and expenses shall be paid with interest at the rates provided in the Credit Agreement from the date of payment, and the same shall be secured by this Mortgage. Neither a request made by the Mortgagee to the Mortgagor to execute any instrument or document to perfect or maintain the Mortgagee's security interest nor the failure of the Mortgagee to make such a request shall be construed as a release of such collateral or any part thereof from the Lien of and security interest granted by this Mortgage, it being understood and agreed that this covenant and any such security delivered to the Mortgagee are cumulative and given as additional security. The Mortgagor will execute and deliver to the Mortgagee within five (5) days after demand and, failing such execution and delivery, hereby irrevocably appoints the Mortgagee or any officer of the Mortgagee the attorney-in-fact of the Mortgagor to execute, deliver and file, such financing statements and other instruments as the Mortgagee may reasonably require in order to perfect and maintain such security interest under the Uniform Commercial Code upon the aforesaid collateral, such power being coupled with an interest.

SECTION 16.07. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" or "Mortgagors" shall mean each of the parties executing this instrument, individually, collectively and jointly and severally, their successors and assigns or any subsequent owner or owners of the Mortgaged Premises, the word "Mortgagee" shall mean the party to whom this Mortgage is given or any subsequent holder or holders of this Mortgage; the singular shall include the plural and the plural the singular; the masculine or feminine or neuter gender shall each include the other genders.

SECTION 16.08. This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

SECTION 16.09. The captions of this Mortgage are for convenience and reference only and in no way define, limit or describe the scope or intent of this Mortgage nor in any way affect this Mortgage.

SECTION 16.10. The Mortgage has been delivered to and accepted by the Mortgagee and will be deemed to be made in the State where the Mortgagee's office indicated above is located. **THE MORTGAGE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED (IF DIFFERENT FROM THE STATE WHERE SUCH OFFICE OF THE MORTGAGEE IS LOCATED) SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON THE PROPERTY OR ANY INTEREST THEREIN.** The Mortgagor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court for the county or judicial district where the Mortgagee's office indicated above is located; and consents that all service of process be sent by nationally recognized overnight courier service directed to the Mortgagor at the Mortgagor's address set forth herein and service so made will be deemed to be completed on the business day after deposit with such courier; provided that nothing contained in the Mortgage will prevent the Mortgagee from bringing any action, enforcing any award or judgment or exercising any rights against the Mortgagor individually, against any security or against any property of the Mortgagor within any other county, state or other foreign or domestic jurisdiction. The Mortgagee and the Mortgagor agree that the venue provided above is the most convenient forum for both the Mortgagee and the Mortgagor. The Mortgagor waives any objection to venue and any objection based on a more convenient forum in any action instituted under the Mortgage.

SECTION 16.11. The Mortgagor shall, at its sole cost and expense, promptly upon request of the Mortgagee: (a) do all acts and things including, but not limited to, the execution and delivery of any further deeds, conveyances, mortgages, assignments and further assurances, deemed necessary by the Mortgagee, to establish, confirm, maintain and continue the Lien created and intended to be created hereby, all assignments made or intended to be made pursuant hereto, and all other rights and benefits conferred or intended to be conferred on the Mortgagee hereby, and the Mortgagor shall pay all costs incurred by the Mortgagee in connection therewith, including all filing and recording costs, cost of searches, and reasonable counsel fees incurred by the Mortgagee; and (b) furnish the Mortgagee with a written certification signed by the Mortgagor, as to all then existing leases covering any part of the Mortgaged Premises, the names of the tenants, the rents payable thereunder and the dates to which such rents are paid, together with executed copies of all such leases.

SECTION 16.12. The Mortgagor covenants and warrants that the execution and delivery of and the carrying out of the transactions contemplated by this Mortgage, the execution and delivery of the Credit Agreement, the Note, this Mortgage and the other Loan Documents, and the performance and observance of the terms, covenants, agreements and provisions of all of the foregoing, will not conflict with or result in a breach of the terms or provisions of any existing Law.

ARTICLE 17

Transfer of Mortgaged Premises

SECTION 17.01. The Mortgagor shall not, without the written consent of the Mortgagee, (a) transfer (whether by operation of Law or otherwise) the Mortgagor's interest in the Mortgaged Premises, or any part thereof (except for leases approved in accordance with Section 9.01 hereof and as otherwise permitted by the terms of the Credit Agreement); or (b) other than Permitted Liens, permit Liens inferior to the Lien of this Mortgage upon the Mortgaged Premises or any part thereof.

SECTION 17.02. Notwithstanding the provisions of Section 17.01 or anything else to the contrary, Mortgagor may sell the portion of the Mortgaged Premises known as Site 35 (the "Release Parcel"), which is more particularly described as on Exhibit A-1 hereto, provided that (a) no Default (as defined in the Credit Agreement) or Event of Default under this Mortgage or any of the other Loan Documents has occurred and is continuing past the expiration of any applicable notice or cure period; (b) the amount of the sale proceeds from the sale of the Release Parcel to be received by the Mortgagee for the benefit of the Lenders net of the costs of sale (the "Net Sale Proceeds") equal no less than \$3,900,000.00; and (c) one hundred percent (100%) of such Net Sale Proceeds are paid to from the closing of such sale to Mortgagee for the benefit of the Lenders. If Mortgagor proposes to sell the Release Parcel, Mortgagor must (x) first deliver to Mortgagee no later than ten (10) days prior to the proposed closing date of the sale, written notice of the proposed sale along with a true, correct and complete copy of the agreement of sale (inclusive of all exhibits thereto) and the estimated amount of the Net Sale Proceeds; and (y) cause the Net Sale Proceeds to be paid in cash from closing to Mortgagee for the benefit of the Lenders to be applied pursuant to Section 7.24 of the Credit Agreement. For any approved sale that meets the conditions of this Section 17.02, Mortgagee agrees to cooperate with Mortgagor for Mortgagee's execution and delivery of all such agreements, instruments and documents reasonable and necessary to release Mortgagee's liens and security interests on such the Release Parcel, provided the same shall not in anyway adversely effect the liens and security interests in favor of Mortgagee on the remaining portions of the Mortgaged Premises.

SECTION 17.03. If the Mortgagee is willing to consent to a transfer of the benefits of this Mortgage, the Mortgagee may impose conditions for such consent, including, without limitation, requirements that the purchaser meet the Mortgagee's then existing credit and other standards with respect to similar such loans, that the purchaser specifically assume the obligations to be performed by the Mortgagor under this Mortgage, that fees be paid to the Mortgagee at the time of the transfer, that the interest rate be increased, that new title insurance be obtained, that new financing statements be filed, that purchaser agree to restrictions on further transfers, or that endorsements to existing policies or new hazard insurance policies be obtained.

ARTICLE 18

Maximum Principal Amount/Future Advances

SECTION 18.01. This Mortgage is given to secure the Obligations; provided, however, that notwithstanding anything to the contrary contained herein: (i) the maximum

principal amount of the Obligations secured by this Mortgage (the "Principal Indebtedness") shall not exceed Ninety One Million and 00/100 Dollars (\$91,000,000.00) (the "Maximum Principal Amount") at any one time outstanding; (ii) the Maximum Principal Amount of the Principal Indebtedness secured by this Mortgage shall be deemed to be the first of the Obligations to be advanced and the last of the Obligations to be repaid; (iii) the security afforded by this Mortgage for the Obligations shall not be reduced by any payments or other sums applied to the reduction of Obligations so long as the total amount of outstanding Principal Indebtedness exceeds the Maximum Principal Amount and thereafter shall be reduced only to the extent that any such payments and other sums are actually applied by the Mortgagee, in accordance with the Credit Agreement, to reduce the outstanding Principal Indebtedness to an amount less than the Maximum Principal Amount; (iv) if at any time after the reduction of the Principal Indebtedness to an amount less than the Maximum Principal Amount, Principal Indebtedness should subsequently be incurred that increase the total outstanding Principal Indebtedness to an amount equal to or exceeding the Maximum Principal Amount, the security afforded by this Mortgage shall thereupon be increased to the Maximum Principal Amount; and (v) the limitation contained in this paragraph on the Maximum Principal Amount shall only pertain to Principal Indebtedness and shall not be construed as limiting the amount of interest, fees, expenses, indemnified amounts and other indebtedness secured hereby that are not Principal Indebtedness, it being the intention of the parties to this Mortgage that this Mortgage shall secure any Principal Indebtedness remaining unpaid at the time of foreclosure up to the Maximum Principal Amount, plus interest thereon, all costs of collection and all other amounts (except Principal Indebtedness in excess of the Maximum Principal Amount) included in the Obligations.

PROVIDED ALWAYS, that if the Mortgagor and/or the Borrower shall pay to the Mortgagee all Obligations secured by this Mortgage in accordance with the terms and conditions of the Credit Agreement and shall keep, observe, perform and comply with all of the provisions of this Mortgage, the Credit Agreement and the other Loan Documents to be kept, observed, performed or complied with by the Mortgagor and/or the Borrower, and if the Mortgagee has no further obligation to extend any Obligations to the Borrower then, this Mortgage and the estate and interest hereby granted shall cease and have no further effect; and in such case, the Mortgagee, on demand of and at the sole cost and expense of the Mortgagor, shall execute proper instruments in recordable form acknowledging satisfaction and discharge of this Mortgage and shall release or assign all of the Mortgagee's right, title and interest in, to and of the Mortgaged Premises, including the assignment by the Mortgagor of all of its right, title and interest in, to and of all current or future leases covering all or any part of the Mortgaged Premises and in the rents thereunder, and shall deliver to the Mortgagor any other property then pledged to and held by the Mortgagee pursuant to the terms of this Mortgage and the Credit Agreement, including all policies of title, fire and property damage insurance theretofore furnished or assigned to the Mortgagee and any monies not theretofore applied by the Mortgagee in accordance with the Credit Agreement, this Mortgage or the other Loan Documents.

In no event shall the Mortgagee be obligated to satisfy its Liens under this Agreement or return or release any of the Property to the Borrower (a) until the payment in full of all Obligations then outstanding, (b) if any Lender is obligated to extend credit to the Borrower, (c) if any contingent obligation of the Borrower to the Mortgagee or any Lender remains outstanding or (d) until the expiration of any period for avoiding or setting aside any payment to the Agent or any Lender under bankruptcy or insolvency laws.



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ARTICLE 19

Waiver of Trial By Jury

SECTION 19.01. THE MORTGAGOR HEREBY EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ALL BENEFIT AND ADVANTAGE OF ANY RIGHT TO A TRIAL BY JURY, AND WILL NOT AT ANY TIME INSIST UPON, OR PLEAD OR IN ANY MANNER WHATSOEVER CLAIM OR TAKE THE BENEFIT OR ADVANTAGE OF A TRIAL BY JURY IN ANY ACTION ARISING IN CONNECTION WITH THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS.

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Draft: 05/28/08

IN WITNESS WHEREOF, the Mortgagor, intending to be legally bound hereby, has caused this Mortgage to be duly executed the day and year first written above to be effective on the Effective Date, intending the same to be a sealed instrument.

I & G INVERNESS RETAIL, L.L.C.,
a Delaware limited liability company

By: LaSalle Income & Growth Fund IV,
a Maryland real estate investment trust,
its sole member

By: Brian Kuzniar
Name: Brian Kuzniar
Title: Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS

)

) ss:

COUNTY OF COOK

)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brian Kurniar whose name as Vice President of LaSalle Income & Growth Fund IV, a Maryland real estate investment trust, which is the sole member of I & G INVERNESS RETAIL, L.L.C., a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said real estate investment trust as sole member of said limited liability company.

Given under my hand this 15th day of December, 2009.

[Signature]
Notary Public

My commission expires: 01/29/11

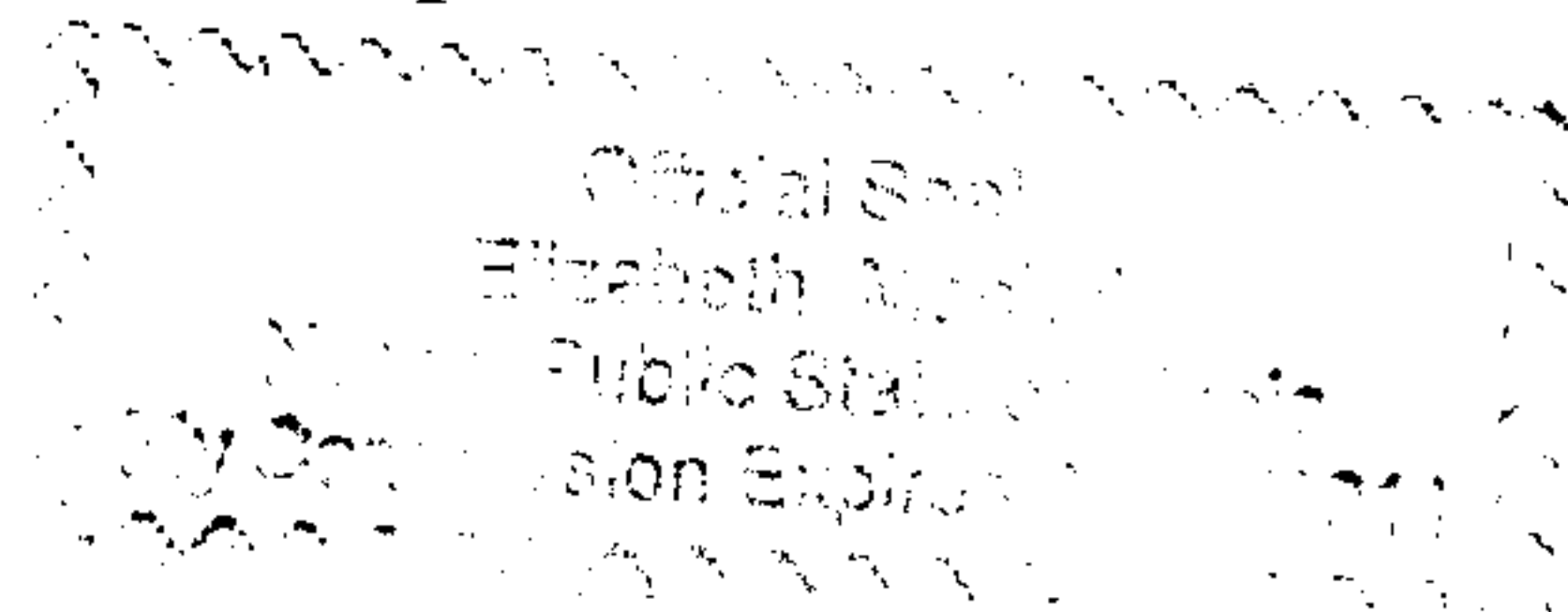


EXHIBIT A

DESCRIPTION OF REAL PROPERTY

Inverness Corner Shopping Center: - Parcel 1

All that piece, parcel or tract of land and being at Southeastern intersection of the U.S. Hwy. 280 and County Road 17 known as Valleydale Road in Shelby County, Alabama and being more particularly described as follows:

Beginning at a point on the Southern edge of Valleydale Road (Route 17 Shelby County) and running with Valleydale Road fourteen (14) calls to wit: North 33 degrees 47 minutes 02 seconds East for a distance of 212.20 feet to a point; thence North 30 degrees 13 minutes 44 seconds East for a distance of 146.44 feet to a point thence a curve to the right with a chord bearing and distance of North 33 degrees 33 minutes 44 seconds East, 253.25 feet (R-1482.42'; AL-253.56') to a point; thence a curve to the right with a chord bearing and distance of North 42 degrees 28 minutes 26 seconds East, 127.10 feet (R-1057.56; AL-127.18') to a point; thence a curve to the right with a chord bearing and distance of North 49 degrees 13 minutes 27 seconds East, 220.45 feet (R-1527.67'; AL-220.65') to a point; thence a curve to the right with a chord bearing and distance of North 55 degrees 39 minutes 08 seconds East, 147.90 feet (R-1968.19'; AL-147.93') to a point; thence a curve to the left with a chord bearing and distance of North 54 degrees 54 minutes 30 seconds East, 173.97' (R-1326.78'; AL-174.10') to a point; thence a curve to the left with a chord bearing and distance of North 48 degrees 42 minutes 29 seconds East, 157.02 feet (R-1554.42'; AL-157.08') to a point; thence a curve to the left with a chord bearing and distance of North 42 degrees 39 minutes 05 seconds East, 271.82 feet (R-1482.42'; AL-272.20') to a point; thence with a curve to the left with a chord bearing and distance of North 33 degrees 56 minutes 25 seconds East, 54.11 feet (R-1482.42'; AL-54.12') to a point; thence South 57 degrees 06 minutes 20 seconds East for a distance of 5.00 feet to a point; thence North 31 degrees 40 minutes 47 seconds East for a distance of 63.06 feet to a point; thence North 29 degrees 21 minutes 44 seconds East for a distance of 36.77 feet to a point; thence North 29 degrees 01 minutes 23 seconds East for a distance of 200.22 feet to a point at the intersection of Valleydale Road and U.S. Highway 280; thence running with U.S. Highway 280 for two (2) courses to wit: South 64 degrees 07 minutes 08 seconds East for a distance of 69.95 feet to a point; thence South 60 degrees 56 minutes 53 seconds East for a distance of 172.15 feet to a point; thence leaving U.S. Hwy. 280 and running with property of Schlotzky's Realty for eight (8) courses to wit: South 29 degrees 00 minutes 44 seconds West for a distance of 225.82 feet to an iron pin; thence running South 74 degrees 00 minutes 05 seconds West for a distance of 21.45 feet to a point; thence running North 60 degrees 54 minutes 51 seconds West for a distance of 11.83 feet to an iron pin; thence running South 30 degrees 26 minutes 19 seconds West 5.61 feet to a point; thence running a curve to the left with a chord bearing and distance of South 39 degrees 06 minutes 56 seconds East, 92.82 feet; (R-50.00'; AL-118.95') to a point; thence running North 72 degrees 43 minutes 57 seconds East for a distance of 23.89 feet to an iron pin; thence running with a curve to the right with a chord bearing and distance of South 88 degrees 16 minutes 49 seconds East, 143.89 feet (R-220.50'; AL-146.58') to an iron pin; thence North 29 degrees 01 minutes 47 seconds East for a distance of 197.77 feet to a point on the Southern margin of U.S. Hwy. 280; thence running with U.S. Hwy. 280 for two (2) calls to wit: South 60 degrees 56 minutes 53 seconds East for a distance of 234.60 feet to an iron pin; thence South 61 degrees 19 minutes 38 seconds East for a distance of 77.00 feet to an iron pin; thence leaving U.S. Hwy. 280 and running with Pier One Imports for six (6) courses to wit: South 28 degrees 42 minutes 18 seconds West for a distance of 110.80 feet to a point; thence running with a curve to the left with a chord bearing and distance of South 17 degrees 53 minutes 25 seconds West, 37.07 feet (R-99.92'; AL-37.29') to a point; thence running South 61 degrees 16 minutes 32 seconds East for a distance of 191.05 feet to a point; thence a curve to the right with a chord bearing

and distance of South 16 degrees 17 minutes 42 seconds East, 42.43 feet (R-30.00 feet; AL-47.12') to a point; thence running South 28 degrees 42 minutes 18 seconds West for a distance of 74.30 feet to a point; thence running North 89 degrees 45 minutes 04 seconds East for a distance of 17.14 feet to an iron pin; thence running South 31 degrees 51 minutes 47 seconds West for a distance of 46.24 feet to an iron pin; thence South 16 degrees 23 minutes 44 seconds East for a distance of 22.63 feet to an iron pin; thence South 72 degrees 09 minutes 04 seconds West for a distance of 33.85 feet to an iron pin; thence running with First National Bank of Shelby County for twelve (12) courses to wit: a curve to the left with a bearing and distance of North 34 degrees 22 minutes 07 seconds West, 91.27 feet (R-160.50'; AL-92.55') to a point; thence South 53 degrees 07 minutes 30 seconds East for a distance of 9.55 feet to a point; thence running a curve to the left with a chord bearing and distance of North 79 degrees 48 minutes 56 seconds West, 31.44 feet (R-35.00'; AL-32.61') to a point; thence running South 73 degrees 35 minutes 14 seconds West for a distance of 2.93 feet to a point; thence running a curve to the left with a chord bearing and distance of South 66 degrees 53 minutes 41 seconds West, 32.18 feet (R-140.00'; AL-32.25') to a point; thence running South 60 degrees 17 minutes 44 seconds West for a distance of 10.54 feet to a point; thence running a curve to the right with a chord bearing and distance of South 67 degrees 20 minutes 21 seconds West, 24.52 feet (R-100.00'; AL-24.59') to a point; thence running South 74 degrees 28 minutes 33 seconds West for a distance of 4.21 feet to a point; thence running with a curve to the left with a chord bearing and distance of South 58 degrees 05 minutes 08 seconds West, 30.31 feet (R-54.00'; AL-30.72') to a point; thence running South 41 degrees 52 minutes 54 seconds West for a distance of 65.95 feet to a point; thence running with a curve to the left with a bearing and distance of South 66 degrees 39 minutes 35 seconds West, 57.35 feet (R-112.00'; AL-57.99') to a point; thence running South 09 degrees 29 minutes 50 seconds East for a distance of 163.23 feet to an iron pin; thence running with Parcel 36 for three (3) courses to wit: South 83 degrees 45 minutes 52 seconds West for a distance of 158.30 feet to an iron pin; thence running South 18 degrees 47 minutes 15 seconds West for a distance of 349.69 feet to an iron pin; thence running with property now or formerly Investments Associates (formerly Met Life Insurance Company) for ten (10) courses to wit: South 02 degrees 05 minutes 56 seconds West for a distance of 237.37 feet to an iron pin; thence running North 87 degrees 53 minutes 19 seconds West for a distance of 590.29 feet to a point; thence running South 00 degrees 21 minutes 07 seconds East for a distance of 4.08 feet to a point; thence running South 85 degrees 52 minutes 52 seconds West for a distance of 126.86 feet to a point; thence running South 82 degrees 35 minutes 48 seconds West for a distance of 122.74 feet to a point; thence running South 84 degrees 24 minutes 44 seconds West for a distance of 336.12 feet to a point; thence running South 30 degrees 29 minutes 58 seconds West for a distance of 6.13 feet to a point; thence running with a curve to the right with a chord bearing and distance of North 80 degrees 13 minutes 35 seconds West, 118.64 feet (R-201.26'; AL-120.43') to an iron pin; thence running North 63 degrees 00 minutes 24 seconds West for a distance of 115.34 feet to a point; thence running with a curve to the left with a bearing and distance of South 73 degrees 22 minutes 00 seconds West, 110.36 feet (R-80.00'; AL-121.78') to an iron pin; thence North 60 degrees 07 minutes 50 seconds West for a distance of 12.00 feet to the Point and Place of Beginning.

All curves should be considered non-radial.

Inverness Plaza: - Parcel 2

All that piece or tract of land lying at the Southwestern intersection of U.S. Hwy. 280 and County Road 17 known as Valleydale Road in Shelby County, Alabama and more particularly described as follows:

Beginning at an iron pin marking the Northeastern corner of Parcel 2 as shown in P.B. 9, Page 11 located on the Southwestern right of way of U.S. Hwy. 280; thence running with U.S. Hwy. 280 South 60 degrees 56 minutes 31 seconds East for 777.70 feet to an iron pin, passing 'X's in concrete: (1) at 59.50 feet and 345.50 feet (corners of leased property to AmSouth Bank); (2) at 420.56 feet (edge of ingress-egress road and Northwest corner leased property to Compass Bank); thence continuing with U.S. Hwy. 280 South 15



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degrees 50 minutes 49 seconds East for 34.90 feet to an iron pin; thence leaving U.S. Hwy 280 and running with property of WEC 2000 A-1, LLC for five (5) courses to-wit: (1) South 79 degrees 07 minutes 59 seconds West for 357.86 feet to an 'X' in concrete; (2) South 10 degrees 52 minutes 11 seconds East for 200.89 feet at an 'X' in concrete; (3) a curve to the left with a chord bearing of South 30 degrees 22 minutes 38 seconds East for 75.80 feet (R=113.50 feet; L=77.29 feet); (4) South 49 degrees 53 minutes 05 seconds East for 6.69 feet; (5) a non-radial curve to the left with a chord bearing of South 86 degrees 15 minutes 37 seconds East for 85.58 feet (R=72.14 feet; L=91.62 feet) to an iron pin on the Western right of way of Valleydale Road; thence with Valleydale Road, a curve to the right with a chord bearing of South 40 degrees 03 minutes 14 seconds West for 177.19 feet (R=1392.42 feet; L=177.31 feet); thence leaving Valleydale Road and running with property of Hwy. 280 LLC, known as Outparcel "D", Map Book 24, Page 2; for four (4) courses to-wit: (1) a curve to the left with a chord bearing of North 13 degrees 35 minutes 36 seconds West for 85.58 feet (R=72.14 feet; L=91.61 feet); (2) reverse curve to the right with a chord bearing of North 39 degrees 57 minutes 58 seconds West for 38.75 feet (R=111.50 feet; L=38.95 feet); (3) third reverse curve to the left with a chord bearing of North 82 degrees 56 minutes 16 seconds East for 79.04 feet (R=149.50 feet; L=91.54 feet); (4) South 44 degrees 05 minutes 01 seconds West for 289.86 feet to an iron pin; thence leaving Outparcel "D" and running with Inverness Site 35 for two (2) courses to-wit: (1) South 79 degrees 00 minutes 03 seconds West for 53.06 feet to an iron pin; (2) North 60 degrees 54 minutes 59 seconds West for 490.07 feet to an iron pin in property boundary with Parcel 1 of Map Book 9, Page 11; thence leaving Site 35 and running with Eastern boundary of Parcels 1 and 2 as shown in Map Book 9, Page 11 North 29 degrees 06 minutes 51 seconds East for 852.31 feet to the point of beginning;

This description is the remainder of Inverness Plaza Shopping Center located in Section 36, Township 18 South, Range 02 West of Shelby County, Alabama after excepting out those properties transferred to:

(a) CVS Pharmacy in Instrument 200000035573

(b) HWY 280 LLC in Instrument 1998-00020068 known as Outparcel "D" as recorded in Map Book 24, Page 2

Site 35: - Parcel 4

All that piece or tract of land lying at the Northwestern intersection of Inverness Central Drive and Alabama Hwy. 17 (A.K.A. Valleydale Road) in Shelby County mostly in Section 36, Township 18 South, Range 2 West near the City of Birmingham and more particularly described as:


Commencing at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West and running with the West line of Southeast $\frac{1}{4}$ North 00 degrees 02 minutes 56 seconds West for 771.46 feet to an iron pin, being the Southwestern corner of property now or formerly of Industrial Development Board of Vincent which is the point of beginning. Thence running with Industrial Development Board of Vincent for two (2) courses to-wit: (1) South 60 degrees 54 minutes 05 seconds East for 257.28 feet to an iron pin; (2) North 29 degrees 05 minutes 55 seconds East for 643.67 feet to an iron pin passing iron pin at 499.95 feet; thence turning and running with Inverness Plaza Shopping Center (various owners) for four (4) courses to-wit: (1) South 60 degrees 54 minutes 59 seconds East for 490.07 feet to an iron pin; (2) North 79 degrees 00 minutes 03 seconds East for 53.06 feet to an iron pin; (3) South 44 degrees 05 minutes 01 seconds West for 5.13 feet to an iron pin; (4) South 33 degrees 00 minutes 02 seconds East for 146.34 feet to a point passing an iron pin at 141.34 feet on the Western right of way of Valleydale Road; thence with Valleydale Road for six (6) courses to-wit: (1) South 56 degrees 42 minutes 04 seconds West for 75.86 feet; (2) a curve to the left with a chord bearing of South 43 degrees 23 minutes 36 seconds West for 782.62 feet (R=700.00 feet; L=789.71 feet); (3) South 29 degrees 46 minutes 38 seconds West for 308.33 feet; (4) North 60 degrees 13 minutes 22 seconds West for 25.00

feet; (5) South 30 degrees 04 minutes 05 seconds West for 148.12 feet; (6) a curve to the right with a chord bearing of South 77 degrees 28 minutes 22 seconds West for 116.30 feet (R=86.00 feet; L=127.71 feet) thence leaving Valleydale Road and running with the Northern right of way of Inverness Center Drive for four (4) courses to-wit: (1) North 59 degrees 59 minutes 05 seconds West for 87.02 feet; (2) a curve to the left with a chord bearing of North 67 degrees 31 minutes 16 seconds West for 269.50 feet (R=1027.50 feet; L=270.30 feet); (3) North 75 degrees 03 minutes 26 seconds West for 147.31 feet; (4) a curve to the right with a chord bearing of North 68 degrees 02 minutes 57 seconds West for 116.52 feet (R=477.50 feet; L=116.81 feet); thence leaving Inverness Center Drive and running with Site 31 of Inverness Center North 32 degrees 05 minutes 34 seconds East for 835.84 feet to the point of beginning.



20091229000474210 34/39 \$42658.40
Shelby Cnty Judge of Probate, AL
12/29/2009 02:47:50 PM FILED/CERT

EXHIBIT A-1
RELEASE PARCEL


20091229000474210 35/39 \$42658.40
Shelby Cnty Judge of Probate, AL
12/29/2009 02:47:50 PM FILED/CERT


Site 35: - Parcel 4

All that piece or tract of land lying at the Northwestern intersection of Inverness Central Drive and Alabama Hwy. 17 (A.K.A. Valleydale Road) in Shelby County mostly in Section 36, Township 18 South, Range 2 West near the City of Birmingham and more particularly described as:

Commencing at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West and running with the West line of Southeast $\frac{1}{4}$ North 00 degrees 02 minutes 56 seconds West for 771.46 feet to an iron pin, being the Southwestern corner of property now or formerly of Industrial Development Board of Vincent which is the point of beginning. Thence running with Industrial Development Board of Vincent for two (2) courses to-wit: (1) South 60 degrees 54 minutes 05 seconds East for 257.28 feet to an iron pin; (2) North 29 degrees 05 minutes 55 seconds East for 643.67 feet to an iron pin passing iron pin at 499.95 feet; thence turning and running with Inverness Plaza Shopping Center (various owners) for four (4) courses to-wit: (1) South 60 degrees 54 minutes 59 seconds East for 490.07 feet to an iron pin; (2) North 79 degrees 00 minutes 03 seconds East for 53.06 feet to an iron pin; (3) South 44 degrees 05 minutes 01 seconds West for 5.13 feet to an iron pin; (4) South 33 degrees 00 minutes 02 seconds East for 146.34 feet to a point passing an iron pin at 141.34 feet on the Western right of way of Valleydale Road; thence with Valleydale Road for six (6) courses to-wit: (1) South 56 degrees 42 minutes 04 seconds West for 75.86 feet; (2) a curve to the left with a chord bearing of South 43 degrees 23 minutes 36 seconds West for 782.62 feet (R=700.00 feet; L=789.71 feet); (3) South 29 degrees 46 minutes 38 seconds West for 308.33 feet; (4) North 60 degrees 13 minutes 22 seconds West for 25.00 feet; (5) South 30 degrees 04 minutes 05 seconds West for 148.12 feet; (6) a curve to the right with a chord bearing of South 77 degrees 28 minutes 22 seconds West for 116.30 feet (R=86.00 feet; L=127.71 feet) thence leaving Valleydale Road and running with the Northern right of way of Inverness Center Drive for four (4) courses to-wit: (1) North 59 degrees 59 minutes 05 seconds West for 87.02 feet; (2) a curve to the left with a chord bearing of North 67 degrees 31 minutes 16 seconds West for 269.50 feet (R=1027.50 feet; L=270.30 feet); (3) North 75 degrees 03 minutes 26 seconds West for 147.31 feet; (4) a curve to the right with a chord bearing of North 68 degrees 02 minutes 57 seconds West for 116.52 feet (R=477.50 feet; L=116.81 feet); thence leaving Inverness Center Drive and running with Site 31 of Inverness Center North 32 degrees 05 minutes 34 seconds East for 835.84 feet to the point of beginning.

EXHIBIT B

PERMITTED LIENS


20091229000474210 36/39 \$42658.40
Shelby Cnty Judge of Probate, AL
12/29/2009 02:47:50 PM FILED/CERT

5. Taxes or assessments for 2010 and subsequent years and not yet due and payable.
6. Rights of tenants under unrecorded leases as shown on the attached rent roll.

PARCEL 1:

7. Easements/Rights of Way granted Alabama Power Company as recorded in (a) Deed Book 327, Page 881; (b) Deed Book 340, Page 804, as shown on the survey prepared by Freeland - Clinkscales & Associates of N.C., Inc., dated June 7, 2005, executed December 12, 2005, Drawing No. H25248 (the "Survey"); (c) Deed Book 360, Page 13, as shown on the Survey; (d) Deed Book 360, Page 18, as shown on the Survey; (e) Deed Book 365, Page 801, as shown on the Survey; (f) Deed Book 365, Page 825, as shown on the Survey; (g) Real Book 365, Page 830, as shown on the Survey; (h) Real Volume 93, Page 210; (i) Deed Book 126, Page 189 – as affected by Deed Book 340, Page 816.
8. Agreement to the City Hoover as recorded in Real Volume 314, Page 561 and Real Volume 365, Page 876, as shown on the Survey.
9. Easement to Daniel U.S. Properties Limited Partnership as recorded under Instrument # 1993-07530, as shown on the Survey.
10. Access Easement to First National Bank of Shelby County as recorded under Instrument # 1999-50023, as shown on the Survey.
11. Common Area Maintenance Agreement as recorded under Instrument # 1999-50024.
12. Reciprocal Easement Agreement between Metropolitan Life Insurance Company and Investment Associates, LLC as recorded under Instrument # 2003-788530.
13. Easement Agreement for access between Metropolitan Life Insurance Company and Pier Group, Inc. as recorded under Instrument # 1996-14794, as shown on the Survey.

14. Declaration of Restrictive Covenants as recorded in Real Volume 268, Page 605, the affected area of which is as shown on the Survey.
15. Common Area Maintenance Agreement as recorded under Instrument # 1997-05887 and Instrument # 1996-14795.
16. Non-Exclusive Access Easement as recorded under Instrument # 1997-05888.
17. Reciprocal Easement Agreement between Metropolitan Life Insurance Company and Pier Group, Inc. as recorded under Instrument # 1996-14793, as shown on the Survey.
18. Reciprocal Easement Agreement by Metropolitan Life Insurance Company and Mountainview, LLC as recorded under Instrument # 2005-544000.
19. Easement as recorded as under Instrument # 1999-29882, as shown on the Survey.
20. Declaration of Protective Covenants dated March 25, 1999 contained in Statutory Warranty Deed as recorded under Instrument # 1999-13028.
21. This item has been intentionally deleted.

PARCEL 2:

22. Easements/Rights of Way granted Alabama Power Company as recorded in (a) Deed Book 291, Page 75, as shown on the Survey; (b) Deed Book 327, Page 881; (c) Instrument # 1993-28300, as shown on the Survey; (d) Real Volume 34, Page 626, as shown on the Survey; (e) Real Volume 90, Page 386, as shown on the Survey; (f) Real Volume 93, Page 210; (g) Real Volume 105, Page 870, as shown on the Survey; (h) Real Volume 149, Page 6, as shown on the Survey; (i) Deed Book 126, Page 189 – as affected by Deed Book 340, Page 816.
23. Agreement to the City of Hoover as recorded in Real Volume 314, Page 561 and Real Volume 365, Page 876, as shown on the Survey.
24. Access Easement Agreement to Big B, Inc. as recorded under Instrument # 1999-49910 as corrected by Instrument # 2000-22003, as shown on the Survey.
25. This item has been intentionally deleted.



20091229000474210 38/39 \$42658.40
Shelby Cnty Judge of Probate, AL
12/29/2009 02:47:50 PM FILED/CERT

26. Memorandum of Lease between 2154 Trading Corporation and K Mart Corporation as recorded in Real Volume 254, Page 976 and Terms of Lease referred to therein. Said lease being assigned by K Mart Corporation to KOHL'S Department Stores, Inc. as recorded under Instrument # 2002-532470.
27. Common Area Maintenance Agreement by and between Metropolitan Life Insurance corporation and Hwy. 280, L.C.C. as recorded under Instrument # 1998-20069.
28. Access Easement to Hwy. 280, L.L.C. as recorded under Instrument # 1998-20070, as shown on the Survey.
29. Declaration of Protective Covenants dated March 25, 1999 contained in Statutory Warranty Deed as recorded under Instrument # 1999-13028.
30. This item has been intentionally deleted.

PARCEL 4:

31. Declaration of Protective Covenants as shown as Exhibit "C" of deed recorded in Instrument # 20051219000652290.
32. Easements/Rights of Way granted Alabama Power Company recorded in Deed Book 327, Page 881.
33. Agreement to the City of Hoover as recorded in Real Volume 314, Page 561 and Real Volume 365, Page 876, as shown on the Survey.
34. Restrictions contained in Statutory Warranty Deed as recorded under Instrument # 1999-13028.
35. This item has been intentionally deleted.

In addition to the matters set forth in Part I of this Schedule, the Title to the Property is subject to the following matters:

1. Assignment of Leases and Rents dated December ____, 2009 by I&G Inverness Retail, L.L.C., a Delaware limited liability company, to PNC Bank, National Association, as Administrative Agent, recorded ____, 2009 as Document No. ____.
2. Rights of Kohl's Department Stores, Inc. under an unrecorded lease as disclosed by an unrecorded Subordination, Non-Disturbance and Attornment Agreement dated December ____, 2009.



20091229000474210 39/39 \$42658.40
Shelby Cnty Judge of Probate, AL
12/29/2009 02:47:50 PM FILED/CERT