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Alabama  
**Loan No. 1581-01**

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**KAMPCO, LLC, a/k/a KAMCO, LLC,  
as Mortgagor**

**to**

**SOUTHEAST COMMUNITY CAPITAL CORPORATION,  
as Secured Party**

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**MORTGAGE OF REAL ESTATE, SECURITY AGREEMENT  
AND UCC FINANCING STATEMENT  
(Fee)**

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Dated: March 31, 2010

Location: (Shelby County)

PREPARED BY AND AFTER RECORDING  
RETURN TO:

Emily H. Bowman  
Bradley Arant Boult Cummings LLP  
1600 Division Street, Suite 700  
Nashville, Tennessee 37203

**MORTGAGE**

THIS MORTGAGE of Real Estate, Security Agreement and UCC Financing Statement (the "**Mortgage**"), dated as of March 31, 2010, by KAMPCO, LLC a/k/a KAMCO, LLC, an Alabama limited liability company, having an office at 210 North Highland Park, Chattanooga, Tennessee 37404, Attn: Dan K. Anderson (hereinafter referred to as "**Mortgagor**"), to and in favor of SOUTHEAST COMMUNITY CAPITAL CORPORATION, a Tennessee not-for-profit corporation, having an office at 201 Venture Circle, Nashville, Tennessee 37228, Attn: Amy Bunton (together with its successors and/or assigns, hereinafter referred to as "**Secured Party**").

**WITNESSETH:**

WHEREAS, Mortgagor is the owner of a fee estate in the premises described in Exhibit A attached hereto (hereinafter referred to as the "**Real Estate**") and incorporated herein by this reference;

NOW THEREFORE, to secure the payment of all indebtedness and obligations presently or hereafter owed by Mortgagor and/or Diversified Supply, Inc. ("**Borrower**"), a Tennessee corporation, to Secured Party, including, but not limited to, those evidenced by (i) that certain Promissory Note of even date herewith made by Borrower payable to the order of Secured Party in the original principal amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00), together with all modifications, amendments, extensions, renewals, and increases thereof; (ii) that certain Loan Agreement of even date herewith by and between Borrower and Secured Party, together with all modifications and amendments thereto (the "**Loan Agreement**"), and (iii) that certain Limited Guaranty of even date herewith executed by Mortgagor in favor of Secured Party, together with all modifications and amendments thereto (the "**Guaranty**") (all of the foregoing collectively referred to as the "**Secured Indebtedness**"), Mortgagor has mortgaged, given, granted, bargained, sold, released, aliened, enfeoffed, conveyed, confirmed and assigned, and by these presents does mortgage, give, grant, bargain, sell, release, alien, enfeoff, convey, confirm and assign unto Secured Party forever all right, title and interest of Mortgagor now owned, or hereafter acquired, in and to the following property, rights and interests (such property, rights and interests being hereinafter collectively referred to as the "**Property**"):

- (a) the Real Estate;
- (b) TOGETHER with all Mortgagor's present and future right, title, interest, and claim to the Real Estate; and
- (c) TOGETHER with all present and future easements and other appurtenances to the Real Estate, and with all present and future tenements, emblements, and hereditaments, including all buildings, structures and other improvements, minerals and mineral rights, flowers, shrubs, crops, trees and timber; and

(d) TOGETHER with all trade, domestic and ornamental fixtures now or hereafter attached to the Real Estate, and all accessions and additions thereto and replacements thereof, including, but not limited to, the following items, which are hereby recognized by the parties to this Mortgage as fixtures: all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners and units thereof; appliances, air-cooling and air-circulating apparatus; central vacuum cleaning systems; elevators; escalators; shades; awnings, doors, screens; storm doors and windows; stoves; refrigerators; attached cabinets and shelves; partitions; ducts; compressors; rugs, carpets, tiling, linoleum, and other floor coverings; chandeliers and other lighting fixtures; paneling, woodwork, molding, millwork, and other decorative trimwork; ceiling tiles and panels; and draperies (the Real Estate and all fixtures thereto are collectively referred to herein as the "**Property**");

TO HAVE AND TO HOLD the above granted and described Property unto and to the proper use and benefit of Secured Party, and the successors and assigns of Secured Party, forever;

AND Mortgagor covenants and agrees with and represents and warrants to Secured Party as follows:

1. Payment of Secured Indebtedness. Mortgagor will pay the Secured Indebtedness at the time and in the manner provided for their payment in the Note, the Loan Agreement and in this Mortgage.

2. Warranty of Title. Subject only to those exceptions to title approved in writing by Secured Party, Mortgagor warrants the title to the Property.

3. Security Agreement. Mortgagor hereby grants to Secured Party a security interest in all fixtures and personal property presently or hereafter owned by Mortgagor and located on or used in the operation of the Real Estate, including, but not limited to, all construction materials, goods, equipment, inventory, farm equipment, farm products and fixtures, and all accessions, additions and replacements thereof (except that no security interest is granted under this Paragraph or any other Paragraph hereof in household goods to secure a consumer credit transaction) and all presently owned and hereafter acquired contract rights (including, without limitation, accounts and general intangibles pertaining to the Property or Mortgagor's operation of an enterprise thereon (including, without limitation, Mortgagor's rights under any maintenance or management contract(s) and the right to use any name associated with the Property), together with all products and proceeds of the foregoing, including insurance proceeds (collectively, the "**Personalty**"). Mortgagor warrants that the Personalty is unencumbered except as disclosed in writing to Secured Party. Within five (5) days after request by Secured Party, Mortgagor shall deliver to Secured Party a schedule of all Personalty then in existence. This Mortgage shall serve as a financing statement with respect to the Personalty. The original of this Mortgage or a copy hereof may be recorded by Secured Party as a financing statement in any appropriate public office, at Secured Party's option and at Mortgagor's expense. (The Property and the Personalty are collectively referred to herein as the "**Premises**").

4. Taxes and Assessments; Annual Reports. Mortgagor shall pay when due all taxes and assessments now existing or hereafter levied or assessed upon the Premises. Mortgagor shall also pay when due all taxes and assessments levied or assessed against Secured Party, or the holder of any note or other obligation which is part of the Secured Indebtedness, for or on account of the Secured Indebtedness or the interest hereby created in the Premises. Mortgagor shall, without demand, provide Secured Party with evidence of the payment of all such taxes and assessments accrued over each year by March 31 of the following year, provided, however, Mortgagor shall have the right to contest taxes, assessments and liens by appropriate legal proceedings, so long as Mortgagor first puts a bond or other security with Secured Party in form and amount reasonably satisfactory to Secured Party.

5. Insurance.

(a) Casualty and Liability Insurance. Mortgagor shall keep the Premises insured for the benefit of Secured Party against "all risks of physical loss" (except earthquake, unless Secured Party specifically so requires and also including flood insurance, if applicable) under a casualty insurance policy with the "replacement cost" endorsement. Mortgagor shall also maintain comprehensive public liability insurance on the Premises in an amount acceptable to Secured Party. If Secured Party requires, Mortgagor shall further obtain insurance for loss of rents and for any other specified insurable contingency. All insurance provided for herein shall be in form and substance satisfactory to, and issued by insurance companies approved by, Secured Party. All such casualty policies shall name Secured Party as insured mortgagee pursuant to a non-contribution mortgagee clause satisfactory to Secured Party, and all such liability insurance policies shall name Secured Party as an additional insured. All insurers must agree in writing (by the policy provisions, endorsement or letter) to give Secured Party at least twenty (20) days prior written notice before termination or any reduction of amount or scope of coverage. Mortgagor hereby assigns to Secured Party, as further security for the payment of the Secured Indebtedness, all policies of insurance which now or hereafter insure against any loss or damage to the Premises. Immediately upon the request of Secured Party, Mortgagor shall deliver such original policies to Secured Party. Mortgagor shall promptly give written notice to Secured Party of any loss or damage to the Premises and will not adjust or settle any such loss without the written consent of Secured Party. If Secured Party, on account of any insurance on the Premises, receives any money for loss or damage, such amount may, at the option of Secured Party, be retained and applied by Secured Party toward payment of the Secured Indebtedness, or be paid to Mortgagor, wholly or in part, subject to such conditions as Secured Party may require. Secured Party is hereby irrevocably appointed attorney-in-fact for Mortgagor to receive any sums collected under insurance policies insuring the Premises, to endorse any drafts or instruments received under such policies, and to make proof of loss for, settle, and give binding acquittances for claims under such policies.

(b) Renewal Policies; Failure to Maintain Insurance. Not less than thirty (30) days prior to the expiration date of each policy of insurance required under this Mortgage, Mortgagor shall deliver to Secured Party evidence of the renewal of such policy or policies. Secured Party may require that such evidence consist of the presentment of a renewal policy or policies marked "premium paid." If Mortgagor fails to keep the Premises insured as herein provided, Secured Party may, at Secured Party's option and without notice to Mortgagor, obtain such insurance, or Secured Party may obtain single interest coverage insuring only Secured

Party's interest in the Premises. The cost of any insurance so obtained shall be paid by Mortgagor.

(c) **Default and Foreclosure.** In the event of the occurrence of any default, as defined in this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force, and particularly to the unearned premiums therein and existing claims thereunder, shall pass to Secured Party. Secured Party may assign and transfer said policies or cancel and surrender the same applying said unearned premiums to the Secured Indebtedness, in such manner as it may elect. In the event of a foreclosure under this Mortgage, or if a deed is executed in lieu of foreclosure hereunder, the purchaser of the Premises shall succeed to all the remaining rights of Mortgagor, including any right to unearned premiums, in and to all policies of insurance assigned to Secured Party pursuant to this Mortgage.

6. **Reserve for Assessments and Insurance.** Upon demand by Secured Party, which shall only be made after a default, Mortgagor shall furnish to Secured Party an official statement of the amount of taxes, assessments, insurance premiums, rents, and other charges to become due on the Premises over the succeeding year. Mortgagor shall thereafter pay to Secured Party, together with and in addition to any payments of principal and interest payable under the terms of the Secured Indebtedness, an amount reasonably sufficient (as estimated by Secured Party) to provide Secured Party with funds to pay taxes, assessments, insurance premiums, rents and other charges next due on the Premises so that Secured Party will have sufficient funds on hand to pay said charges thirty (30) days before the date on which they become due. Secured Party may require that such amount be paid in monthly installments during the period over which they accrue or over which they are properly reserved. Secured Party shall pay said charges to the extent of the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of payment and of the validity of such charges. Secured Party may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall be immediately due and payable to Secured Party and shall become part of the Secured Indebtedness. Secured Party may apply any funds held by it for payment of the above charges toward any delinquent payments maturing or due under the terms of the Secured Indebtedness. Secured Party shall not be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with Secured Party's own funds, pending payment or application thereof as herein provided. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid to Mortgagor.

7. **Flood Insurance.** Mortgagor represents and certifies to the Secured Party that no part of the Premises lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973. In the event the Secured Party determines that the rules or regulations of the Federal Reserve Board, the Comptroller of the Currency or any other applicable governmental authority require that flood insurance coverage be obtained for the Premises or any part thereof in order to comply with such rules or regulations or with the Flood Disaster Protection Act of 1973 as then in effect, then Mortgagor, upon receiving written notice from the Secured Party of such determination: (i) shall promptly purchase and pay the premiums for such flood insurance policies as the Secured Party deems required by such agency or agencies so that

the Secured Party shall be deemed in compliance with the rules and regulations of such agency or agencies and with the Flood Disaster Protection Act of 1973 as then in effect; and (ii) shall deliver such policies to the Secured Party together with evidence satisfactory to the Secured Party that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to the Secured Party, shall name the Secured Party as an insured thereunder, shall provide that losses thereunder be payable to the Secured Party pursuant to such forms of loss payable clause as the Secured Party may approve, shall be for an amount at least equal to the indebtedness secured hereby or the maximum limit of coverage made available with respect to the Premises under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancellable as to the Secured Party except upon thirty (30) days' prior written notice given by the insurer to the Secured Party. Within fifteen (15) days prior to the expiration date of each such flood insurance policy, Mortgagor shall deliver to the Secured Party a renewal policy or endorsement together with evidence satisfactory to the Secured Party that the premium therefor has been paid. Proceeds of any flood insurance policy shall be applied in the manner set forth in paragraph (3) for the application of other insurance proceeds.

8. Environmental Condition of Premises.

(a) Mortgagor's Warranties and Representations. Mortgagor warrants and represents to Secured Party that while Secured Party has any interest in or lien on the Premises, the Premises described herein are and at all times hereafter, will continue to be in full compliance with all applicable federal, state and local environmental laws, standards, ordinances and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 et seq., the Emergency Planning and Community Right-to-Know Act, 42 USC § 11001 et seq., the Resource Conservation and Recovery Act, 42 USC § 6901 et seq., the Clean Air Act, 42 USC § 7401 et seq., the Toxic Substances Control Act, 15 USC 2601 et seq., and the Federal Water Pollution Control Act, 33 USC § 1251 et seq. ("**Environmental Laws**"); and Mortgagor further warrants and represents to Secured Party that:

i. as of this date, the Premises have not been used to treat, store or dispose of, oil, petroleum products, hazardous substances, extremely hazardous substances, hazardous wastes, regulated substances, toxic substances or hazardous air pollutants as defined or described by the Environmental Laws ("**Hazardous Materials**"); and that no such Hazardous Materials, (including without limitations, any materials containing asbestos), are located on, in or under the Premises or used or emitted in connection therewith; or

ii. Mortgagor has fully disclosed to Secured Party in writing the existence, extent and nature of any Hazardous Materials, on, in, or under the Premises or used or emitted in connection therewith.

iii. Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals.



(b) Protected Wetland Status. To the best of Mortgagor's knowledge and belief, no portion of the Premises is protected wetland, or Mortgagor has fully disclosed to Secured Party in writing the existence, extent and nature of such wetlands.

(c) Notification of Change. Mortgagor further warrants and represents that it will promptly notify Secured Party of any change in the nature or extent of (1) any Hazardous Materials, maintained on, in or under the Premises or used or emitted in connection therewith and (2) any wetlands located on the property. Mortgagor also has notified and will notify Secured Party of Mortgagor's receipt of any citations, orders, notices, consent agreements, lawsuits, claims, or similar communications from a government agency or third party alleging a violation of any Environmental Laws (including allegations of a violation of the common law).

(d) Indemnification. Mortgagor shall indemnify and hold Secured Party harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Secured Party as a direct or indirect result of any warranty, representation, or portion thereof, made by Mortgagor in this section, being false or untrue in any respect or as a result of any requirement under any Environmental Law, which requires the elimination, treatment, or removal of any Hazardous Materials.

(e) Secured Party Right to Conduct Environmental Inspection. Secured Party shall have the right at any time and from time to time prior to full payment and satisfaction of the Secured Indebtedness to arrange for or conduct environmental inspections of the Premises (including, but not limited to, sampling of materials for laboratory analysis). The cost of such inspection shall be borne by Mortgagor.

(f) Survival of Mortgagor's Obligations. Mortgagor's obligations hereunder to Secured Party shall not be limited to any extent by the term of the Secured Indebtedness, and, as to any act or occurrence prior to payment in full and satisfaction of the Secured Indebtedness, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of the Secured Indebtedness and this Mortgage or foreclosure under this Mortgage, or delivery of a deed in lieu of foreclosure.

9. Maintenance of Premises. Mortgagor shall maintain the Premises in good condition and repair. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this Mortgage, which may incur any substantial damage. Without the prior written consent of Secured Party, there shall be no removal, demolition, or material alteration of any part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement which would cost more than \$50,000.00 or which would impact the value of the Premises by more than \$50,000.00. Mortgagor shall not demolish any income-producing buildings on the Premises without Secured Party's prior written consent, which shall not be unreasonably withheld. Mortgagor shall complete within a reasonable time and timely pay for any building, structure or other improvement presently at any stage of the process of construction on the Premises. Mortgagor shall not initiate, join in, or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or

prescribing the uses which may be made of the Premises or any part thereof, without the prior written approval of Secured Party. Secured Party and any persons authorized by Secured Party shall have the right to enter and inspect the Premises at all times both before and after default during normal business hours.

10. Impairment of Property Value by Public Authority. Notwithstanding any taking of any of the Premises by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay all amounts that shall be or become due on the Secured Indebtedness. Compensation for any such taking or injury shall be payable only to Secured Party, and said award or payment may, at the option of Secured Party, be retained and applied by Secured Party toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Mortgagor, subject to such conditions as Secured Party may require. If, prior to the receipt by Secured Party of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, Secured Party shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, together with any expenses of collecting said award or payment.

11. Assignment of Awards. As used herein, the term "**Award**" shall include all amounts that Mortgagor may be entitled to receive as a result of defects in or damage to the Premises, whether such amount is determined by judgment, settlement, or otherwise. Mortgagor hereby assigns to Secured Party the right to receive all Awards, to the extent that such awards do not exceed the outstanding Secured Indebtedness at the time of the award. Secured Party is hereby irrevocably appointed as Mortgagor's attorney-in-fact for the receipt of Awards and the endorsement of any instruments received in connection with an Award. Secured Party may, at its option, apply such Awards or any part thereof against the Secured Indebtedness, or pay the Awards, or that portion of them not applied to the Secured Indebtedness, over to Mortgagor, subject to such conditions as Secured Party may require. Mortgagor shall notify Secured Party of all defects in and damage to the Premises affecting the value thereof, and shall be included as a party plaintiff in all suits to collect damages as a result of such defects or damage. No claims that may result in Awards may be settled without Secured Party's written consent. Secured Party is hereby irrevocably appointed as Mortgagor's attorney-in-fact to sue on or settle any claim that might result in an Award, but Secured Party shall have no duty to sue on or settle any such claim.

12. Leases and Rents. Subject to the terms of this paragraph, Secured Party waives the right to enter the Property for the purpose of collecting the rents or other amounts due (collectively, the "**Rents**") pursuant to any and all present and future leases and licenses of the Premises (collectively, the "**Leases**"), and grants Mortgagor the right to collect the Rents. Mortgagor shall hold the Rents, or an amount sufficient to cover the payment of all operating expenses of the Property and to discharge all current sums due on the Secured Indebtedness, in trust for use in payment of such current operating expenses and current sums due on the Secured Indebtedness. The right of Mortgagor to collect the Rents may be revoked by Secured Party upon any default by Mortgagor under the terms of the Note or this Mortgage by giving notice of such revocation to Mortgagor. Following such notice Secured Party may retain and apply the Rents toward payment of the Secured Indebtedness in such order, priority and proportions as Secured Party, in its discretion, shall deem proper, or to the operation, maintenance and repair of the Property, and irrespective of whether Secured Party shall have commenced a foreclosure of

this Mortgage or shall have applied or arranged for the appointment of a receiver. Mortgagor shall not, without the consent of Secured Party, make, or suffer to be made, any Leases or modify or cancel any Leases or accept prepayments of installments of the Rents for a period of more than one (1) month in advance or further assign the whole or any part of the Rents. Mortgagor shall (a) fulfill or perform each and every provision of the Leases on the part of Mortgagor to be fulfilled or performed, (b) promptly send copies of all notices of default which Mortgagor shall send or receive under the Leases to Secured Party, and (c) enforce, short of termination of the Leases, the performance or observance of the provisions thereof by the tenants thereunder. In addition to the rights which Secured Party may have herein, in the event of any default under this Mortgage, Secured Party, at its option, may require Mortgagor to pay monthly in advance to Secured Party, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be in possession of Mortgagor. Upon default in any such payment, Mortgagor will vacate and surrender possession of the Property to Secured Party, or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise. Nothing contained in this paragraph shall be construed as imposing on Secured Party any of the obligations of the lessor under the Leases.

13. No Other Encumbrances or Sale Without Consent. Mortgagor shall not create or suffer to be created any lien or security interest in any or all of the Premises, whether by mortgage, deed of trust, or otherwise, without first obtaining the written consent of Secured Party. Mortgagor shall not directly or indirectly lease, transfer, sell, convey or mortgage any legal or equitable interest in the Premises, or agree to do any of the foregoing, without first obtaining the written consent of Secured Party. The transfer of an interest in Mortgagor shall be considered a transfer of an interest in the Premises for the purposes of this paragraph. Specifically prohibited without written consent, but not to the limitation of the foregoing, are ((a) the granting of junior encumbrances on the Premises, ((b) the transfer of any interest in the Premises to produce a "wraparound" financing arrangement, or ((c) the transfer of any interest in the Premises whether or not accompanied by the purported assumption by the grantee of Mortgagor's obligations under the Secured Indebtedness.

14. Defense of Secured Party's Interest. Mortgagor will promptly cause to be removed all claims or liens that may hereafter arise against any of the Premises, except as disclosed in writing to Secured Party. If Secured Party, in its discretion, should deem it necessary to bring or defend any action to exercise, protect or establish any of its rights hereunder, Mortgagor agrees to participate in such action in good faith and to the extent requested by Secured Party. Mortgagor will pay Secured Party's expenses of bringing or defending such action, including reasonable attorneys' fees.

15. Further Assurances of Obligation and Title; Estoppel Letters. Upon demand, Mortgagor shall execute and deliver to Secured Party any further instrument or instruments, including, but not limited to, deeds of trust, security agreements, extensions of any liens created herein, financing statements, assignments, and renewal and substitution notes, as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured, the legal title of Secured Party to the Premises, and the security interest arising under this Mortgage. Mortgagor hereby irrevocably appoints Secured Party as Mortgagor's attorney-in-fact to execute any documents necessary to perfect or extend Secured Party's rights hereunder. Mortgagor shall pay all fees and

expenses incurred by Secured Party in the filing of such instruments. Within five (5) days after request made by Secured Party, Mortgagor shall certify by a writing, duly acknowledged, to Secured Party or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, with a description of the basis for any alleged offset or defense.

16. Expenses. Upon demand, Mortgagor will advance to Secured Party or, at Secured Party's option, reimburse Secured Party for, the following expenses, which Secured Party may incur without notice to Mortgagor:

(a) Taxes. All taxes that Secured Party may be required to pay because of the Secured Indebtedness or because of Secured Party's interest in any property securing the payment of the Secured Indebtedness, except for taxes based upon the general income of Secured Party.

(b) Administration. All expenses that Secured Party may incur in connection with the preparation, execution, administration or enforcement of this Mortgage or of any other document pertaining to the Secured Indebtedness.

(c) Reappraisal. The cost of obtaining appraisal updates or reappraisals of the Premises, as Secured Party may require the same from time to time in Secured Party's sole discretion.

(d) Costs of Collection; Protection of Collateral. All court costs and other costs of collecting any debt, overdraft or other obligation included in the Secured Indebtedness, including compensation for time spent by employees of Secured Party, together with all costs of preserving, insuring, preparing for sale (whether by improvement, repair or otherwise), managing, maintaining or selling the Premises or any other collateral securing the Secured Indebtedness, or of performing any of Mortgagor's obligations under any Lease.

(e) Prior Encumbrances. All amounts that Secured Party may hereafter advance to prevent a default or foreclosure under any deed of trust, mortgage, judicial lien, or other encumbrance that may be a lien prior to that of this Mortgage including, but not limited to, any and all payments of principal, interest, escrow charges, late charges, attorneys' fees, foreclosure publication costs, and other amounts that may be so paid by Secured Party.

(f) Litigation. All costs arising from any litigation, investigation, or administrative proceeding (whether or not Secured Party is a party thereto) that Secured Party may incur as a result of the Secured Indebtedness or as a result of Secured Party's association with Mortgagor, including, but not limited to, expenses incurred by Secured Party in connection with a case or proceeding involving Mortgagor under any chapter of the Bankruptcy Code or any successor statute thereto.

(g) Attorneys' Fees. Reasonable attorneys' fees incurred in connection with any of the foregoing.

If Secured Party pays any of the foregoing expenses, they shall become a part of the Secured Indebtedness and shall bear interest at the highest lawful rate. This paragraph shall remain in full



effect regardless of the full payment of the Secured Indebtedness, the purported termination of this Mortgage, the delivery of the executed original of this Mortgage to Mortgagor, or the content or accuracy of any representation made by Mortgagor to Secured Party; provided, however, Secured Party may terminate this paragraph by executing and delivering to Mortgagor a written instrument of termination specifically referring to this paragraph.

17. Events of Defaults. The Secured Indebtedness shall become due at the option of Secured Party upon the occurrence of any one or more of the following events (herein collectively referred to as "**Events of Default**"):

(a) **Monetary Default**. The failure of Mortgagor, Borrower and/or any guarantor to timely pay when due any amount included in the Secured Indebtedness or under any other obligation to Secured Party.

(b) **Breach of Covenant**. The failure of Mortgagor, Borrower or any other party to perform or observe any obligation or covenant made with respect to the Secured Indebtedness.

(c) **Breach of Warranty**. Secured Party's discovery that any warranty or representation made with respect to the Secured Indebtedness is not true.

(d) **Waste of Premises**. The occurrence of actual or threatened waste of the Property, or should any part thereof be removed, damaged, abandoned, or materially altered so that the value of the Property be materially diminished, in Secured Party's determination.

(e) **Other Lien**. The filing of any federal or state tax lien, judgment lien, lis pendens, claim of lien for labor or material or any other claim or lien against the Property or Mortgagor's interest therein not removed by payment, bond or other collateral satisfactory to Secured Party within ten (10) days from the date of recording.

(f) **Impairment of Property**. The depreciation of the fair market value of the Property below the amount of the outstanding Secured Indebtedness, for any reason.

(g) **Challenge to Priority**. The assertion of any claim of priority to any security provided for herein by recording or in any legal or equitable proceeding, except for the prior interests, if any, disclosed in this Mortgage.

(h) **Other Default of Mortgagor**. The occurrence of any event under any other deed of trust, mortgage or other encumbering instrument, deed or agreement, given or made regarding the Property or to which Mortgagor is a party, which would authorize the acceleration of any debt.

(i) **Receivership**. The placing of the Property under control or in the custody of any court.

(j) **Tax Upon Secured Party**. The occurrence, after the date of this Mortgage, of the passage of any law or ordinance of the United States, the State or any political subdivision thereof, wherein the Property are situated, or the rendering of any decision by a court of



competent jurisdiction, creating or providing for any tax, assessment or charge against the Property, this Mortgage or the Secured Indebtedness, or any interest of Secured Party in the Property or the obligations secured hereby, that is to be paid by Secured Party, unless reimbursement by Mortgagor is permitted thereunder.

(k) Lease Default. The occurrence of a default by Mortgagor under any Lease.

(l) Default Under Other Instrument. The occurrence of a default under the Loan Agreement or any other deed of trust, note, security agreement, or other document evidencing or securing any or all of the Secured Indebtedness, and the expiration of any applicable notice and cure period contained therein.

(m) Insecurity of Secured Party. The occurrence of any event or the presence of any condition that leads Secured Party in good faith to feel insecure regarding the likelihood of its receiving orderly, timely and complete payment of the Secured Indebtedness with proceeding against any collateral therefore or proceeding against any guaranty or surety.

18. Right to Cure Defaults. If default in the performance of any of the covenants of Mortgagor herein occurs, Secured Party may, at its discretion, remedy the same and for such purpose shall have the right to enter upon the Property or any portion thereof without thereby becoming liable to Mortgagor or any person in possession thereof holding under Mortgagor. If Secured Party shall remedy such a default or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Mortgage or collect the Secured Indebtedness, the costs and expenses thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this paragraph, shall be paid by Mortgagor to Secured Party upon demand and shall constitute part of the Secured Indebtedness secured by this Mortgage. All such costs and expenses incurred by Secured Party in remedying such default or in appearing in, defending, or bringing any such action or proceeding shall be paid by Mortgagor to Secured Party upon demand, with interest accruing at a rate per annum equal to 12% per annum, such amounts to constitute Secured Indebtedness secured by this Mortgage.

19. Appointment of Receiver. Secured Party, in any action to foreclose this Mortgage or upon the actual or threatened waste to any part of the Property or upon the occurrence of any Event of Default (irrespective of whether defenses are asserted thereto) hereunder, shall be at liberty, without notice, to the fullest extent permitted by law, to apply for the appointment of a receiver of the Rents, and shall be entitled to the appointment of such receiver as a matter of right, without regard to the value of the Property as security for the Secured Indebtedness, or the solvency or insolvency of any person then liable for the payment of the Secured Indebtedness. Mortgagor irrevocably consents to such appointment to assure Secured Party of preservation of the Property pending exercise of other rights and remedies which may be available to Secured Party.

20. Rights and Remedies of Secured Party upon Default. Upon the occurrence of an Event of Default, Secured Party may, at its discretion and without any notice to Mortgagor except as specified below, do any one or more of the following:

(a) **Acceleration of Secured Indebtedness.** Upon the occurrence of an Event of Default or at any time thereafter, the Secured Party may at its option and without demand or notice to Mortgagor, declare all or any part of the Secured Indebtedness immediately due and payable, whereupon all such Secured Indebtedness shall forthwith become due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Mortgagor, and the Secured Party may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this Mortgage and applicable law. Mortgagor also waives any and all rights Mortgagor may have to a hearing before any judicial authority prior to the exercise by the Secured Party of any of its rights under this Mortgage and applicable law.

(b) **Access to Property; Operation of Property by Secured Party.** Upon the occurrence of an Event of Default or at any time thereafter, in addition to all other rights herein conferred on the Secured Party, the Secured Party (or any person, firm or corporation designated by the Secured Party) may, but will not be obligated to, enter upon, and without taking possession thereof, inspect or cause to be inspected, the Property, including testing for hazardous substances, and/or to take possession of any or all of the Property, exclude Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that Mortgagor could do so, without any liability to Mortgagor resulting therefrom; and the Secured Party may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of Mortgagor with respect to the Property.

(c) **Judicial Proceedings; Right to Receiver.** Upon the occurrence of an Event of Default or at any time thereafter, the Secured Party, in lieu of, or in addition to, exercising the power of sale hereinafter given, may proceed by suit to foreclose its lien on, security interest in, and assignment of, the Property, to sue Mortgagor for damages on account of or arising out of said default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. The Secured Party shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the appointment by any competent court or tribunal, without notice to Mortgagor or any other party, of a receiver of the Rents, with power to lease and control the Property and with such other powers as may be deemed necessary.

(d) **Foreclosure Sale.** Upon the occurrence of an Event of Default, or at any time thereafter, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and the Secured Party shall be authorized, at its option, whether or not possession of the Property is taken, after giving twenty-one days notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale by publication in some newspaper of general circulation published in the county wherein the Property or any part thereof is located, to sell the Property (or such part or parts thereof as the Secured Party may from time to time elect to sell) in front of such county's courthouse door, at public outcry, during the legal hours of sale, to the highest bidder for cash. The Secured Party, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may

purchase the Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Secured Party, in the exercise of the power of sale herein given, elects to sell the Property 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 Property not previously sold shall have been sold or all the Secured Indebtedness secured hereby shall have been paid in full.

(e) **Personal Property and Fixtures.** Upon the occurrence of an Event of Default or at any time thereafter, the Secured Party shall have and may exercise with respect to the personal property and fixtures included in the Property (the "Collateral") all rights, remedies and powers of a secured party under the Alabama Uniform Commercial Code with reference to the Collateral or any other items in which a security interest has been granted herein, including, without limitation, the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Alabama Uniform Commercial Code after default hereunder, without regard to preservation of the Collateral or its value and without the necessity of a court order. The Secured Party shall have, among other rights, the right to take possession of the Collateral and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by the Secured Party; at its option and its sole discretion, to repair, restore or otherwise prepare the Collateral for sale, lease or other use or disposition. At the Secured Party's request, Mortgagor shall assemble the Collateral and make the Collateral available to the Secured Party at any place designated by the Secured Party. To the extent permitted by law, Mortgagor expressly waives any notice of sale or any other disposition of the Collateral and any rights or remedies of the Secured Party with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Collateral or to the exercise of any other right or remedy of Secured Party existing after default. To the extent that such notice is required and cannot be waived, Mortgagor agrees that if such notice is given to Mortgagor at least ten (10) days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

Mortgagor agrees that Secured Party may proceed to sell or dispose of both the real and personal property comprising the Property in accordance with the rights and remedies granted under this Mortgage with respect to the real property covered hereby. Mortgagor hereby grants Secured Party the right, at its option after default hereunder, to transfer at any time to itself or its nominee the Collateral or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as Collateral or to apply it on the Secured Indebtedness in such order and amounts and

manner as Secured Party may elect. Mortgagor covenants and agrees that all recitals in any instrument transferring, assigning, leasing or making other disposition of the Collateral or any part thereof shall be full proof of the matters stated therein and no other proof shall be required to establish the legal propriety of the sale or other action taken by Secured Party and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

(f) Rents and Leases. Upon the occurrence of an Event of Default or at any time thereafter:

(i) Secured Party, at its option, shall have the right, power and authority to exercise and enforce any or all of the following rights and remedies with respect to Rents and Leases:

(A) to terminate automatically, without the necessity of taking any action, the license granted to Mortgagor in Section 7 hereof to collect the Rents, and, without taking possession, in Secured Party's own name to demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and reasonable costs and expenses of collection, including reasonable attorney's fees, to apply the net proceeds thereof to the Secured Indebtedness in such order and amounts as Secured Party may choose (or hold the same in a reserve as security for the Secured Indebtedness);

(B) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver to be appointed by court, to enter upon, take possession of, manage and operate the Property or any part thereof for the account of Mortgagor, make, modify, enforce, cancel or accept surrender of any Lease, remove and evict any lessee or sublessee, increase or reduce rents, decorate, clean and make repairs, and otherwise do any act or incur any cost or expenses Secured Party shall deem proper to protect the security hereof, as fully and to the same extent as Mortgagor could do if in possession, and in such event to apply any funds so collected to the operation and management of the Property (including payment of reasonable management, brokerage and attorney's fees) and payment of the Secured Indebtedness in such order and amounts as Secured Party may choose (or hold the same in reserve as security for the Secured Indebtedness); and

(C) to take whatever legal proceedings may appear necessary or desirable to enforce any obligation or covenant or agreement of Mortgagor under this Mortgage.

(ii) The collection of the Rents and application thereof (or holding thereof in reserve) as aforesaid or the entry upon and taking possession of the Property or both shall not cure or waive any default or waive, modify or affect

any notice of default under this Mortgage, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Secured Party, once exercised, shall continue for so long as Secured Party shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured the original default. If Secured Party shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

(g) **Multiple Sales.** Upon the occurrence of an Event of Default or at any time thereafter, Secured Party shall have the option to proceed with foreclosure, either through the courts or by proceeding with foreclosure as provided for in this Mortgage, but without declaring the whole Secured Indebtedness due. Any such sale may be made subject to the unmatured part of the Secured Indebtedness secured by this Mortgage, and such sale, if so made, shall not in any manner affect the unmatured part of the Secured Indebtedness secured by this Mortgage, but as to such unmatured part of the Secured Indebtedness this Mortgage shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made under the provisions of this paragraph without exhausting the right of sale for any remaining part of the Secured Indebtedness whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Property for any matured part of the Secured Indebtedness without exhausting any power of foreclosure and the power to sell the Property for any other part of the Secured Indebtedness, whether matured at the time or subsequently maturing.

(h) **Waiver of Appraisal Laws.** Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisal before sale of any portion of the Property (commonly known as appraisal laws), or (ii) any extension of time for the enforcement of the collection of the Secured Indebtedness or any creation or extension of a period of redemption from any sale made in collecting the Secured Indebtedness (commonly known as stay laws and redemption laws).

(i) **Prerequisites of Sales.** In case of any sale of the Property as authorized by this paragraph, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Secured Indebtedness or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

2. **Priority of Security for Future Advances.** It is the intention of the parties hereto that the Premises shall secure all indebtedness presently or hereafter owed Secured Party by Mortgagor, and that the priority of Secured Party's security for all such indebtedness shall be controlled by the time of proper recording of this Mortgage. This Paragraph shall serve as notice to all persons who may seek or obtain a lien on the Premises subsequent to the date of recording of this Mortgage that until this Mortgage is released, any debt owed Secured Party by Mortgagor,

including advances made subsequent to the recording of this Mortgage, shall be secured with the priority afforded this Mortgage as recorded.

3. Secured Indebtedness Not Limited by Statements for Tax and Registration Authorities. Any legend appearing on the face hereof and any affidavit that may be submitted to recording authorities herewith pursuant to any requirement of taxation or registration authorities is included for the benefit of such authorities only and does not affect the terms of Secured Party's agreement with Mortgagor as provided by this Mortgage and by other documents pertaining to the Secured Indebtedness or the priority of the lien of this Mortgage or any advances made hereunder.

4. Information From Other Lienholders. Mortgagor hereby irrevocably authorizes Secured Party to obtain a statement from the owner of any other presently existing or future obligation secured by any or all of the Premises, at any time and without notice to Mortgagor, as to the amount of principal, interest, and expenses secured thereby and as to the existence of a default thereunder. The owner of each such obligation, including, but not limited to, the owner of any obligation secured by a deed of trust on any or all of the Premises, is hereby directed to provide Secured Party with such information upon request by Secured Party, without making any inquiry of Mortgagor whatsoever, and Mortgagor agrees that all such owners of other obligations (and their servicing agents) shall incur no liability for providing such information to Secured Party.

5. Application of Amounts to Indebtedness; Prepayment. Should Secured Party elect to apply insurance or condemnation proceeds or any other sum to which it is entitled (other than regular payments on the Secured Indebtedness) toward the reduction of the amount of the Secured Indebtedness, the resulting reduction of the Secured Indebtedness shall occur in the inverse order of its maturity and shall not postpone the obligation of Mortgagor to make its regular payments as long as any amount of the Secured Indebtedness remains outstanding. No voluntary prepayment on the Secured Indebtedness shall be allowed except as specifically provided for in a note or other obligation which is part of the Secured Indebtedness.

6. No Subordination to Contractors. Secured Party has not consented to any priority of a contractor's lien for construction of any improvements to the Property, and any such lien hereafter arising shall be subordinate to the lien of this Mortgage.

7. Choice of Security; No Third Party Beneficiaries. If the Secured Indebtedness, or any part thereof, is now or hereafter further secured by other deeds of trust, security interests, contracts of guaranty, assignments of leases or of other collateral, Secured Party may at its option pursue recovery from any one or more thereof, in such order as it may determine, and Secured Party shall not be required to marshal assets. This Mortgage has been executed for the exclusive benefit of Secured Party and there are no third party beneficiaries hereof.

8. Waiver of Redemption Rights, Exemptions, etc. Any sale of any or all of the Premises pursuant to the power of sale or judicial sale provided for herein or in realization of the security interest granted herein shall be made free from the equity of redemption, statutory right of redemption, homestead, dower, curtesy, exemption rights, and all other rights and interests of Mortgagor, all of which are hereby expressly waived.

9. Indulgence not Waiver. Any indulgence in Mortgagor's departure from the terms of this Mortgage shall not prejudice Secured Party's rights to require strict compliance herewith and to exercise any rights Secured Party possesses under this Mortgage, including the right to declare a default and proceed with any remedy available under this Mortgage.

10. Gender and Number. The pronouns used herein shall include, when appropriate, either gender and both singular and plural. Without limiting the foregoing, if more than one Mortgagor executes this Mortgage, each reference to Mortgagor shall be construed as a reference to all Mortgagors jointly and each Mortgagor severally. The word "**Premises**," whenever used herein, is not used in a strictly collective sense, but includes parts and fractions of the property herein conveyed as well as the aggregate of such property.

11. Severability; Conformity to Law. Should any provision or clause of this Mortgage be held invalid for any reason, the remaining provisions of this Mortgage shall be given effect to the extent possible absent the invalid provision. To this end, the provisions of this Mortgage are declared to be severable. Additionally, the provisions hereof are subject to all applicable federal, state and local laws and regulations, and shall be read to so comply if specific facts surrounding the execution hereof cause any provision to be contrary to any applicable law or regulation under the circumstances. Without limiting the foregoing, the Secured Indebtedness shall not include (1. any obligations for which this Mortgage may not serve as collateral due to prohibitions included in Regulation U issued by the Federal Reserve Board, and (2. any obligations for which a notice or disclosure is or was required to be given regarding the security provided by this Mortgage, if such notice or disclosure is not or was not given in accordance with applicable law.

12. Amendment. Any such amendment or modification, to be valid, must be made in writing, signed by Mortgagor and Secured Party, and duly recorded.

13. Nonexclusive Powers and Remedies. The rights of Secured Party arising under this Mortgage are in addition to all rights that Secured Party may have at law or equity. Without limiting the foregoing, all provisions of this Mortgage that pertain to the rights and duties of Secured Party upon foreclosure of the Real Estate shall be regarded as cumulative with the rights of Secured Party otherwise available at law. No act of Secured Party, including the institution of suit to recover any part of the Secured Indebtedness, shall be construed as an election to proceed under any one provision herein to the exclusion of any others or as an election of remedies to the bar of any other remedy allowed at law or in equity.

14. Irrevocability of Power of Attorney. Whenever in this Mortgage Secured Party is appointed as attorney-in-fact of Mortgagor, such power of attorney is coupled with an interest and is irrevocable and shall not be affected by the death, disability, or incapacity of Mortgagor. Additionally, all such power are granted with full power of substitution.

15. Scope of Definitions. The words "**Mortgagor**," and "**Secured Party**," whenever used herein, shall include the respective parties originally entering into this Mortgage and their respective heirs, executors, administrators, legal representatives, successors and assigns, and all those holding under any of them. This paragraph should not be construed as limiting any other provisions hereof restricting the transfer of the Real Estate or Mortgagor's assignment hereof.

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

17. Governing Law. The validity, construction, and enforcement of this Mortgage shall be governed by the laws of the State of Alabama applicable to contracts executed and performed entirely within that state.

18. Captions Not Controlling. Captions to the paragraphs of this Mortgage have been included for convenience only and do not limit or control the contents of the respective paragraphs.

19. Notices. Any communications concerning this Mortgage shall be addressed as set forth in the Guaranty.

20. Street Address. The street address of the Real Estate is as follows:

121 Cloverdale Park  
Alabaster, Alabama

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the date set forth above.

KAMPCO, LLC, a/k/a KAMCO, LLC an Alabama limited liability company

By: *Dan K. Anderson*  
Dan K. Anderson,  
Administrative Member  
Date: March 31, 2010

STATE OF TENNESSEE )  
COUNTY OF Davidson )

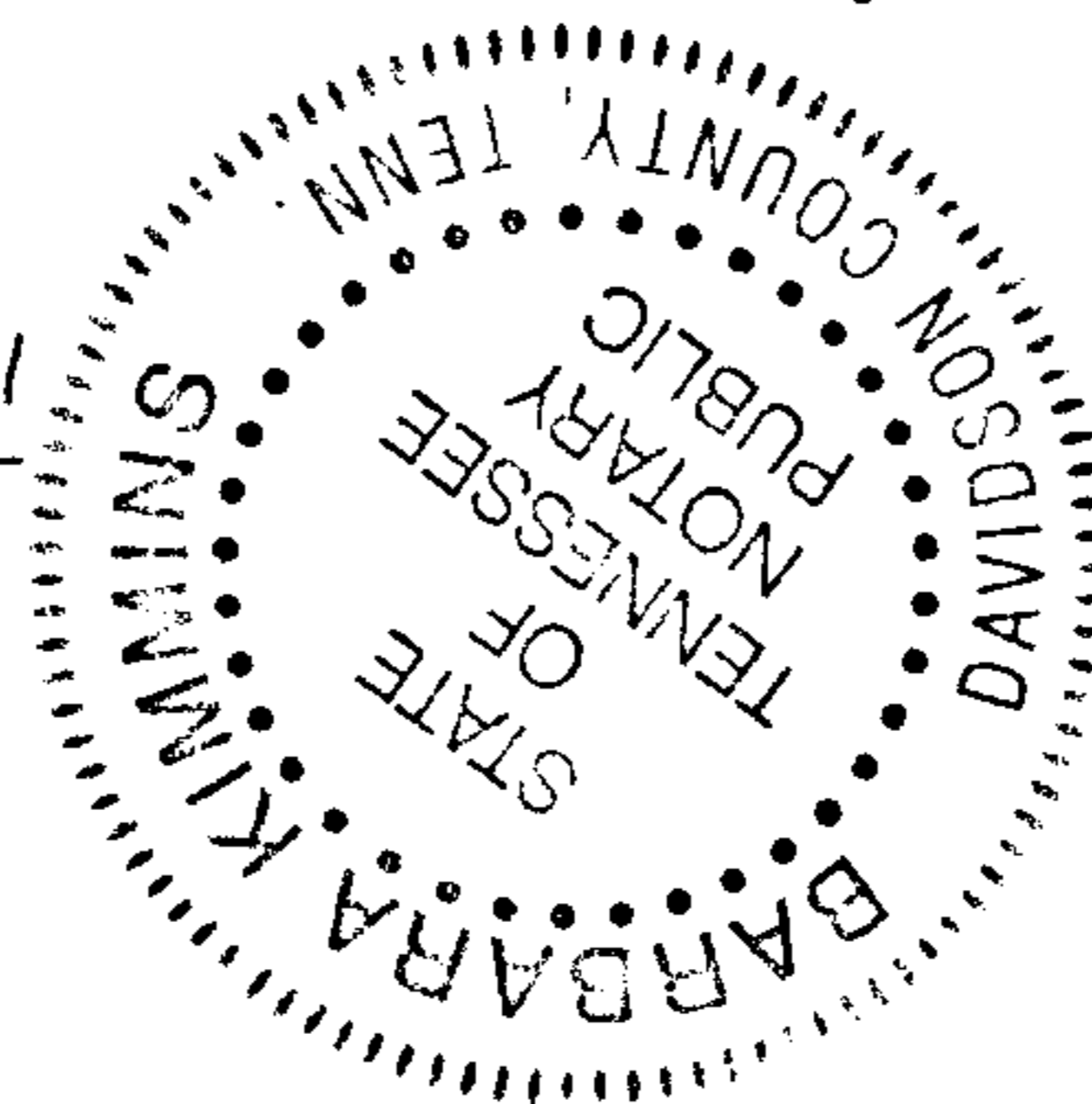
I, the undersigned, a Notary Public in and for said county in said State, hereby certify that Dan K. Anderson, whose name as Administrative Member of KAMPCO, LLC, a/k/a KAMCO, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this the 31<sup>st</sup> day of March, 2010.

*Barbara Kimmins*  
Notary Public

AFFIX SEAL

My commission expires: 8/23/2011



**EXHIBIT A**

**LEGAL DESCRIPTION OF PREMISES**

Lot 7-A, according to the Resurvey of Lots 7 and 19, Final Plat of Saginaw Commercial Park, Phase 2 as recorded in Map Book 30, at Page 80, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL  
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