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STATE OF ALABAMA)
:
COUNTY OF SHELBY)

MORTGAGE AND SECURITY AGREEMENT

This **MORTGAGE AND SECURITY AGREEMENT** (this "Mortgage") is made and entered into as of the 13th day of August, 2010, by and between **JAN MARTIN** and **BRENDA J. MARTIN**, husband and wife, residents of the State of Alabama ("Mortgagor"), as mortgagor, and **WARREN, AVERETT, KIMBROUGH & MARINO, LLC,** an Alabama limited liability company ("Mortgagee"), as mortgagee.

RECITALS:

Pursuant that certain Guaranty Agreement dated of even date herewith (as amended or modified, the "Guaranty"), Mortgagor is a guarantor of the financial obligations of Color and Equipment, LLC and BCE Enterprises, Inc. ("Borrower") in the principal sum of Thirty Thousand Three Hundred Fifty-Eight and 00/100 Dollars ($30,358.00), related to professional services provided by Mortgagee to Borrower, as evidenced by a promissory note of even date herewith (said note, as the same may hereafter be renewed, extended or modified, is hereinafter referred to the "Note") in said principal amount executed and delivered by Borrower to Mortgagee.

In order to secure the Guaranty and the Note, Mortgagor has agreed to execute and deliver this Mortgage in favor of Mortgagee.

Mortgage

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

ARTICLE 1.

Section 1.1 **Rules of Construction**. For the purposes of this Mortgage, except as otherwise expressly provided herein to the contrary or unless the context otherwise requires:

(a) Words of masculine, feminine or neuter gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.

(b) All references herein to designated "Articles," "Sections" and other subdivisions or to lettered Exhibits are to the designated Articles, Sections and subdivisions hereof and the Exhibits annexed hereto unless expressly otherwise

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

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designated in context. All Article, Section, other subdivisions and Exhibit captions herein are used for convenience of reference only and do not limit or describe the scope or intent of, or in any way affect, this Mortgage.

(c) The terms "include", "including", and similar terms shall be construed as if followed by the phrase "without being limited to".

(d) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Mortgage as a whole and not to any particular Article, Section, or other subdivision or Exhibit.

(e) All Recitals set forth in, and all Exhibits to, this Mortgage are hereby incorporated in this Mortgage by reference.

(f) No inference in favor of or against any party shall be drawn from the fact that such party or such party's counsel has drafted any portion hereof.

(g) All references in this Mortgage to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

Section 1.2 **Definitions.** As used in this Mortgage, capitalized terms that are not otherwise expressly defined herein shall have the following meanings:

(a) **Default Rate** means a rate of interest equal to two percent (2%) per annum above the applicable rate under the Note.

(b) **Governmental Authority** means any national, state, county, municipal or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof.

(c) **Governmental Requirements** means all laws, rules, regulations, ordinances, judgments, decrees, codes, orders, injunctions, notices and demand letters of any Governmental Authority.

(d) **Impositions** means all taxes, assessments, dues, fines, rents, levies, fees, permits and other governmental and quasi-governmental charges imposed or levied upon the Property (as defined herein) (or any part thereof), the operations thereon, the use or occupancy thereof, the Liens or other interests created by this Mortgage, the filing or recording of this Mortgage or the Obligations.

(e) **Loan Documents** means this Mortgage, the Note, and the Guaranty.

(f) **Lien** means any mortgage, pledge, assignment, charge, encumbrance, lien, security title, security interest or other preferential arrangement.

(g) **Obligations** means (i) the payment of all amounts now or hereafter becoming due and payable under the Loan Documents, including the principal amount of the Note, all interest thereon at the applicable rate and all other fees, charges

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and costs (including attorneys' fees and disbursements) payable in connection therewith; (ii) the observance and performance by Mortgagor of all of the provisions of the Loan Documents; (iii) following an Event of Default (as defined herein), all sums advanced or paid by Mortgagee in exercising any of its rights, powers or remedies under the Loan Documents together with interest on such sums at the Default Rate; and (iv) all renewals, extensions, modifications and amendments of any of the Loan Documents, whether or not any renewal, extension, modification or amendment to this Mortgage is executed in connection therewith.

(h) **Permitted Exceptions** means real estate ad valorem, library district and fire district taxes, assessments and dues for the current year and all subsequent years thereafter and all easements, restrictions, reservations, rights-of-way and other matters of record as of the date of this Mortgage.

ARTICLE 2.

Granting Clauses

Section 2.1 **Granting Clauses**. As security for the Obligations, Mortgagor hereby grants, bargains, sells, assigns and conveys unto Mortgagee, and hereby grants to Mortgagee a security interest in, all of Mortgagor's right, title and interest in, to and under the following property and interests in the Real Property, the Rents, the Insurance, the Awards, the Modifications, the Equipment, and the Proceeds (collectively, the "Property"):

Section 2.2 **Land**. That certain real property located in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto, together with all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; and all claims or demands of Mortgagor, at law or in equity, in possession or expectancy of, in or to any of the same (collectively, the "Land").

Section 2.3 **Improvements**. All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by Mortgagor (collectively, the "Improvements" and, together with the Land, collectively, the "Real Property").

Section 2.4 **Rents and Leases**. All agreements, leases, subleases, lettings and licenses and other agreements, now or hereafter pertaining to any of the Real Property and all rents, profits, issues and revenues of the Real Property and now or hereafter

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accruing; provided, however, that if no Event of Default exists, Mortgagor shall have a license to collect and receive all of such rents, profits, issues and revenues (collectively, the "Rents").

Section 2.5 **Insurance Policies**. All policies of hazard insurance now or hereafter in effect that insures the Real Property, together with all right, title and interest of Mortgagor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums (collectively, the "Insurance").

Section 2.6 **Awards**. All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to Mortgagor or any subsequent owner of any of the Real Property as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property (collectively, the "Awards").

Section 2.7 **Supplemental Documents**. All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing (collectively, the "Modifications").

Section 2.8 **Equipment**. All machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever and all additions thereto and renewals and replacements thereof, and all substitutions therefor, now owned or hereafter acquired by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon or in, or attached to, any portion of the Real Property, or appurtenances thereto, and used or usable in connection with the present or future operation and occupancy of the Real Property (collectively, the "Equipment"), including the interest of Mortgagor in all of the aforesaid which are subject to lease agreements or other service contracts (but excluding the interest of the lessor or owner of such items), and including all extensions, additions, improvements, betterments, after acquired property, renewals, replacements and substitutions, or proceeds from a sale of any of the foregoing, and the right, title and interest of Mortgagor in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of the State in which the Real Property is located; the "Uniform Commercial Code"), superior in lien to the lien of this Mortgage and all proceeds and products of any of the above, and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to, and a part of, the Real Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the Note and to be secured by this Mortgage (collectively, the "Equipment").

Section 2.9 **Proceeds**. All proceeds of any of the foregoing (collectively, the "Proceeds").

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TO HAVE AND TO HOLD the Property, together with all the rights, privileges and appurtenances thereunto belonging, unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay to Mortgagee the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein, and if Mortgagor shall keep, perform, and observe all and singular the covenants and promises set forth herein to be kept, performed and observed by Mortgagor, all without fraud or delay, then this Mortgage, and all of the properties, interests and rights granted, bargained, and sold herein shall cease, terminate, and be null and void.

ARTICLE 3.

Representations and Warranties

Mortgagor represents and warrants to the Mortgagee that:

Section 3.1 **Valid Title, Debt, etc.** (a) Mortgagor is lawfully seized in fee simple of the Real Property and is the lawful owner of, and has good title to, the Property, and Mortgagor has good right to mortgage and assign the Property as aforesaid; (b) the Property is free of all Liens other than the Permitted Exceptions; (c) Mortgagor has full power to encumber, assign and convey the Property as provided herein; (d) this Mortgage is and will remain a valid and enforceable first priority mortgage lien on the Property other than the Permitted Exceptions; (e) the execution and delivery by Mortgagor of this Mortgage and the other agreements to be executed and delivered by Mortgagor pursuant to this Agreement and the consummation by Mortgagor of the transactions contemplated hereby and thereby do not and will not (i) violate or conflict with any provision of the Articles of Formation or the other governing documents of Mortgagor, (ii) violate or conflict with, or result (with the giving of notice or lapse of time or both) in a violation of or constitute a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, license, agreement or other instrument or obligation to which Mortgagor is a party or by which any of its assets (including the Property) may be bound, except for such violations or defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained, or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Mortgagor or any of its assets (including the Property); and (f) Mortgagor shall forever warrant and defend the title to the Property unto Mortgagee against the lawful claims of all persons whomsoever.

Section 3.2 **Governmental Compliance**. To the best knowledge of Mortgagor, (a) the Property and the use and operation thereof comply with all applicable Governmental Requirements; and (b) except for the Permitted Exceptions, no Lien exists on the Property, or any part thereof, in favor of any person or Governmental Authority.

Section 3.3 **Bankruptcy**. To the best knowledge of Mortgagor, Mortgagor is, and after giving effect to the transactions contemplated under the Loan Documents will be, solvent, and no bankruptcy, insolvency or similar proceeding is pending or contemplated by or against Mortgagor.

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ARTICLE 4.

Covenants and Agreements of Mortgagor

Section 4.1 **Payment and Performance of Obligations and Impositions**. Mortgagor covenants and agrees to pay and perform all of the Obligations in a prompt and punctual manner and in accordance with all of the terms, provisions and requirements of the Loan Documents. Mortgagor shall pay or cause to be paid all Impositions and, at Mortgagee's request, shall furnish evidence of the payment thereof at least ten (10) days before the Impositions are due. Mortgagor may, at Mortgagor's own expense, in good faith contest any such Impositions and, in the event of any such contest, may permit the Impositions so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of the contested items shall be effectively stayed.

Section 4.2 **Insurance**. At all times during which any of the Obligations are outstanding, Mortgagor shall maintain in full force and effect (a) comprehensive general liability insurance in an amount equal to at least $1,000,000.00 per occurrence, which liability insurance shall be written on an occurrence basis and shall name Mortgagee as an additional insured and (b) "all-risk" broad form property and casualty insurance coverage for any improvements, if any, in an amount not less than the full replacement cost thereof, which shall name Mortgagee as mortgagee and loss payee under a standard non-contributory mortgagee and Mortgagee loss payable clause and shall provide that Mortgagee shall receive not less than thirty (30) days written notice prior to cancellation. All insurance proceeds paid with respect to such casualty insurance policy shall be made payable to Mortgagee or jointly payable to Mortgagor and Mortgagee and may be applied by Mortgagee, at Mortgagee's sole option, either (i) to the payment of the Obligations or (ii) to the repair and/or restoration of any Improvements damaged by such fire or other casualty.

Section 4.3 **Damage and Destruction**. In the event of any damage to or loss or destruction of the Property, Mortgagor shall (a) promptly notify Mortgagee of such event and take such steps as shall be necessary to preserve any undamaged portion of the Property and (b) unless otherwise instructed by Mortgagee, promptly, regardless whether any insurance proceeds are sufficient for the purpose (unless such insurance proceeds are otherwise applied by the Mortgagee as provided herein), commence and diligently pursue to completion the restoration, replacement or rebuilding of the Property as nearly as possible to the value, condition and character thereof immediately prior to such damage, loss or destruction.

Section 4.4 **Condemnation**.

(a) Mortgagor, immediately upon obtaining knowledge thereof, shall notify Mortgagee of any pending or threatened proceedings for the condemnation of any of the Property or of the exercise of any right of eminent domain with respect thereto, or of any other pending or threatened proceedings arising out of injury or damage to any of the Property. Mortgagee may participate in any such proceedings, and Mortgagor from time to time shall execute and deliver to Mortgagee all instruments reasonably requested

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by Mortgagee to permit such participation. Mortgagor shall, at Mortgagor's expense, diligently prosecute any such proceedings, deliver to Mortgagee copies of all papers served in connection therewith and consult and cooperate with Mortgagee, its attorneys and agents, in carrying on and defending any such proceedings. No settlement of any such proceedings shall be made by Mortgagor without Mortgagee's consent, which consent shall not be unreasonably withheld or delayed.

(b) All proceeds of condemnation awards or proceeds of sale in lieu of condemnation and all judgments, decrees and awards for injury or damage to the Property shall be paid to Mortgagee. Mortgagor authorizes Mortgagee to collect and receive the same, to give receipts and acquittances therefor, and to appeal from any such judgment, decree or award. Mortgagee shall not be liable for any failure to collect, or exercise diligence in the collection of, any of the same.

(c) Mortgagee shall have the right to apply any proceeds, judgments, decrees or awards referred to in Section 4.4(b) hereof, first, to reimburse Mortgagee for all reasonable costs and expenses, including attorneys' fees and disbursements, incurred in connection with the proceeding in question or the collection of such amounts, and second, the remainder thereof shall be applied to the payment of the Obligations.

Section 4.5 **Liens and Liabilities**. Mortgagor shall pay, bond or otherwise discharge, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers and others that, if unpaid, might result in, or permit the creation of, a Lien on any of the Property, and in general, Mortgagor shall do, or cause to be done, at Mortgagor's sole cost and expense, everything necessary to fully preserve the Lien and priority of this Mortgage. Mortgagor shall not create, place or permit to be created or placed, or allow to remain, any voluntary or involuntary Lien on any of the Property, whether prior to, on a parity with or subordinate to the Lien of this Mortgage. If any such Lien is created or placed on the Property without Mortgagee's consent, Mortgagor shall cause the same to be discharged, released or bonded off to Mortgagee's satisfaction within thirty (30) days after the filing thereof. Nothing in the Loan Documents shall be deemed or construed as constituting the consent or request by Mortgagee, express or implied, to any contractor, subcontractor, laborer, mechanic or materialman for the performance of any labor or the furnishing of any material for any improvement, construction, renovation, alteration or repair of the Property. Mortgagor agrees that Mortgagee does not stand in any fiduciary relationship to Mortgagor by reason of the transactions contemplated by the Loan Documents.

Section 4.6 **Operations; Utilities; Waste, Demolition, Alteration or Replacement**. Mortgagor shall (a) not engage in any activity that would materially and adversely diminish the value of the Property; (b) pay or cause to be paid all bills for utilities and other materials and services used on or in connection with the Property; (c) cause the Property and every part thereof to be maintained and kept in good and safe repair, working order and condition; (d) not commit any waste thereon; and (e) make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be fully preserved and maintained.

Section 4.7 **Sale, Lease or Transfer, etc**. Mortgagor shall not (a) sell, assign, transfer, convey, lease with an option to purchase, exchange or otherwise dispose of, any

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of the Real Property or any interest therein or (b) subject any of the Real Property or any interest therein to any additional Lien (other than the Loan Documents), either voluntarily or involuntarily. The occurrence of any of the events described in this Section 4.7 will constitute an Event of Default under this Mortgage, and Mortgagee may, in its sole discretion, exercise any of its rights and remedies on default under Section 5.2 hereof.

Section 4.8 **Use, Governmental Compliance, etc.** In connection with the development, ownership, operation or use of the Real Property, Mortgagor shall (a) maintain all material certificates, licenses, authorizations, registrations, permits and other approvals of Governmental Authorities necessary for the use of the Property and the conduct of any business or activity on the Real Property, including all required zoning, building, land use, environmental, occupancy, fire and utility approvals; (b) comply with all Governmental Requirements now or hereafter affecting the Property or any business or activity conducted on the Real Property; (c) not permit any act to be done on the Property in violation of any Governmental Requirements or that constitutes a public or private nuisance, or that makes void or cancelable, or increases the premium of, any insurance then in force with respect thereto; and (d) not take any action (or allow others to take any action) which would materially and adversely affect any of the rights, interests or agreements made or granted by Mortgagor in favor of Mortgagee in this Mortgage.

Section 4.9 **Maintenance of Lien Priority**. Mortgagor shall take all steps necessary to preserve and protect the perfection, validity and priority of the Lien on the Property purported to be created by this Mortgage. Mortgagor shall execute, acknowledge, deliver, file and record such additional instruments as Mortgagee may deem necessary in order to perfect, preserve, protect, continue, extend or maintain the Liens created hereby as a first priority Lien on the Property other than the Permitted Exceptions, or to subject after-acquired property or proceeds to such Lien. If the Lien, validity or priority of this Mortgage, or if title to any of the rights of Mortgagor or Mortgagee in or to the Property shall be endangered or questioned, or shall be attacked directly or indirectly, or if any action or proceeding is instituted against Mortgagor or Mortgagee with respect thereto, Mortgagor shall promptly notify Mortgagee thereof and shall diligently endeavor to cure any defect that may be claimed, and shall take all necessary and proper steps for the defense of such action or proceeding, including the employment of counsel, the prosecution or defense of the litigation, and subject to Mortgagee's approval, the compromise, release or discharge of any and all adverse claims. Mortgagee (whether or not named as a party to such actions or proceedings) is authorized and empowered (but shall not be obligated) to take such additional steps as it may reasonably deem necessary or proper for the defense of any such action or proceeding or the protection of the Lien, validity or priority of this Mortgage, including the employment of counsel, the prosecution or defense of litigation, the compromise, release or discharge of adverse claims, and the removal of prior Liens. Mortgagor shall, on demand, reimburse Mortgagee for all reasonable expenses (including attorneys' fees and disbursements) reasonably incurred by Mortgagee in connection with any of the foregoing matters.

Section 4.10 **Compliance with Applicable Environmental Law**. The term "Applicable Environmental Law" shall be defined as any statutory law or case law

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pertaining to health or the environment, or petroleum products, or oil, or hazardous substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as codified at 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, as codified at 42 U.S.C. Section 6901 et seq.; and the Superfund Amendments and Reauthorization Act of 1986, as codified at 42 U.S.C. Section 9671 et seq.; the terms "hazardous substance" and "release" shall have the meanings specified in CERCLA; provided, in the event CERCLA is amended to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided, to the extent that the laws of the State of Alabama establish a meaning for "hazardous substance" or "release" which is broader than that specified in CERCLA, such broader meaning shall apply. Mortgagor represents and warrants to the Mortgagee that, to the best of its knowledge, the Property and Mortgagor are not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or any response costs or remedial obligations under any Applicable Environmental Law and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Property; that, to the best of its knowledge and except as has been provided to Mortgagee, Mortgagor has not obtained and is not required to obtain, any permits, licenses or similar authorizations to construct, occupy, operate or use any buildings, improvements, fixtures or equipment forming a part of the Property by reason of any Applicable Environmental Law; that, to the best of its knowledge, Mortgagor has taken all steps necessary to determine and has determined that no petroleum products, oil, hazardous substances, or solid wastes have been disposed of or otherwise released on the Property in violation of Applicable Environmental Law; and that, to the best of its knowledge, the use which Mortgagor has made, makes or intends to make of the Property will not result in the location on or disposal or other release of any petroleum products, oil, hazardous substances or solid waste on or to the Property in violation of Applicable Environmental Law. Mortgagor hereby agrees to pay any fines, charges, fees, expenses, damages, losses, liabilities or response costs arising from or pertaining to the application of any such Applicable Environmental Law to the Property and to indemnify and forever save Mortgagee harmless from any and all judgments, fines, charges, fees, expenses, damages, losses, liabilities, response costs, or attorneys' fees and expenses arising from the application of any such Applicable Environmental Law to the Property or Mortgagee; provided, however, that the foregoing obligations of Mortgagor to pay such fines and expenses and to indemnify Mortgagee shall not apply to any violations of any Applicable Environmental Law which occur after Mortgagee has possession or control of the Mortgaged Property by foreclosure, deed in lieu of foreclosure or by the appointment of a receiver. The Mortgagor agrees to notify Mortgagee in the event that any governmental agency or other entity notifies Mortgagor that it may not be in compliance with any Applicable Environmental Laws. The terms and provisions of this Section 4.10 shall survive the payment in full of the Note and the release of the Lien of this Mortgage as to any of the Property.

ARTICLE 5.

Default and Remedies

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Section 5.1 **Events of Default**. The occurrence of any of the following events shall constitute an event of default (an "Event of Default") under this Mortgage (whatever the reason for such event and whether or not it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, order, rule or regulation of any Governmental Authority):

(a) any representation or warranty made in this Mortgage or in any of the other Loan Documents shall prove to be false or misleading in any material respect as of the time made; or

(b) default shall be made in the payment when due of any amounts payable under the Note or with respect to the payment of any of the Impositions and such default shall continue unremedied for more than fifteen (15) days after written notice thereof has been given by Mortgagee to Mortgagor; or

(c) default shall be made in the due observance or performance of any covenant, condition or agreement on the part of Mortgagor to be observed or performed pursuant to the terms of this Mortgage and such default shall continue unremedied for thirty (30) days after written notice thereof has been given by Mortgagee to Mortgagor; provided, however, that if such default is susceptible of cure but cannot be cured within thirty (30) days, then Mortgagor shall have a reasonable period of time following the expiration of such initial 30-day cure period within which to cure such default so long as Mortgagor has commenced reasonable efforts to cure the same during the 30-day cure period and thereafter diligently pursues the same to completion; or

(d) Mortgagor shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or other custodian of Mortgagor or any of Mortgagor's properties or assets (including the Property), (ii) fail or admit in writing Mortgagor's inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, (iv) suffer or permit an order for relief to be entered against Mortgagor in any proceeding under the federal Bankruptcy Code or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against Mortgagor in any proceeding under such law or statute; or

(e) a petition shall be filed, without the application, approval or consent of Mortgagor in any court of competent jurisdiction, seeking bankruptcy, reorganization, rearrangement, dissolution or liquidation of Mortgagor or of all or a substantial part of the properties or assets of Mortgagor, or seeking any other relief under any law or statute of the type referred to in Section 5.1(d)(v) hereof against Mortgagor, or the appointment of a receiver, trustee, liquidator or other custodian of Mortgagor or of all or a substantial part of the properties or assets of Mortgagor, and such petition shall not have been stayed or dismissed within ninety (90) days after the filing thereof; or

(f) Mortgagor shall become insolvent, suspend its business or be dissolved or liquidated or any writ of execution, attachment or garnishment shall be issued against the assets of Mortgagor and such writ of execution, attachment or

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garnishment shall not be dismissed, discharged or quashed within sixty (60) days of issuance; or

(g) any final judgment for the payment of money shall be rendered against Mortgagor and the same shall remain undischarged for a period of sixty (60) days during which execution shall not be effectively stayed.

Section 5.2 **Rights and Remedies of Mortgagee Upon Default**.

(a) **Acceleration of Obligations**. If any Event of Default exists, Mortgagee shall have the right without further notice to Mortgagor to declare all of the Obligations immediately due and payable.

(b) **Possession and Operation of Property**. If an Event of Default exists, in addition to all other rights herein conferred on Mortgagee, Mortgagee (or any person designated by Mortgagee) may, but will not be obligated to, (i) enter upon the Real Property and take possession of any or all of the Property without being guilty of trespass or conversion, 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; (ii) collect, receive and receipt for all proceeds accruing from the operation and management of the Property; (iii) make repairs and purchase needed additional property; (iv) insure or reinsure the Property; (v) maintain and restore the Property; (vi) prepare the Property for resale, lease or other disposition; (vii) have furnished to the Property utilities and other materials and services used on or in connection with the Property; and (viii) exercise every power, right and privilege of Mortgagor with respect to the Property.

(c) **Judicial Proceedings; Right to Receiver**. If an Event of Default exists, Mortgagee, in lieu of or in addition to exercising the power of sale hereinafter given, may proceed by suit to foreclose its Lien on the Property, to sue Mortgagor for damages on account of said default, for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. Mortgagee 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, issues, profits and revenues of the Property, with power to lease and control the Property and with such other powers as may be deemed necessary.

(d) **Power of Sale**. If an Event of Default exists, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and Mortgagee shall be authorized, at its option, whether or not possession of the Property is taken, to sell the Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) under the power of sale which is hereby given to 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 Property 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

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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. Mortgagee may bid at any sale held under this Mortgage and may purchase the Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale, all or any part of the Property, 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, Mortgagor hereby waiving the application of any doctrine of marshaling or like proceeding. In case Mortgagee, 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 Obligations shall have been paid in full and this Mortgage shall have been terminated as provided herein.

(e) **Rents and Leases**. If an Event of Default exists, Mortgagee, at its option, shall have the right, power and authority to terminate the license granted to Mortgagor in Section 2.4 hereof to collect the rents, profits, issues and revenues of the Real Property, and, without taking possession, in Mortgagee's own name to demand, collect, receive, sue for, attach and levy such rents, profits, issues and revenues, to give proper receipts, releases and acquittances thereof, and to apply the proceeds thereof as set forth in Section 5.2(g) hereof.

(f) **Foreclosure Deeds**. To the extent permitted by applicable law, Mortgagor hereby authorizes and empowers Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

(g) **Order of Application of Proceeds**. All payments received by Mortgagee as proceeds of any of the Property, as well as any and all amounts realized by Mortgagee in connection with the enforcement of any right or remedy under this Mortgage, shall be applied by Mortgagee as follows: (i) to the payment of all expenses incident to the exercise of any remedies under this Mortgage, including attorneys' fees and disbursements as provided in the Loan Documents, appraisal fees, environmental site assessment fees, title search fees and foreclosure notice costs, (ii) to the payment in full of the Obligations in such order as Mortgagee may elect in its sole discretion and (iii) the remainder, if any, shall be paid to Mortgagor or such other persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

(h) **Waiver of Certain Laws**. Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisement before sale of any portion of the Property (commonly known as appraisement laws), or (ii) any extension of time for the enforcement of the collection of the Obligations or any creation or extension of a period of redemption from any sale

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made in collecting the Obligations (commonly known as stay laws and redemption laws). Mortgagor also waives any and all rights Mortgagor may have to a hearing before any Governmental Authority prior to the exercise by Mortgagee of any of its rights or remedies under the Loan Documents and applicable law.

Section 5.3 **Default Rate**. If an Event of Default exists, the Obligations shall bear interest at the Default Rate until such time as the Event of Default has been cured.

Section 5.4 **Remedies Cumulative**. The rights, powers and remedies of the Mortgagee under this Mortgage are cumulative and not exclusive of any other rights, powers, or remedies now or hereafter existing at law or in equity.

ARTICLE 6.

Miscellaneous

Section 6.1 **Security Agreement**.

(a) This Mortgage constitutes both a real property mortgage and a "security agreement," within the meaning of the Uniform Commercial Code, and the Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Property. Mortgagor, by executing and delivering this Mortgage, has granted to Mortgagee, as security for the Note, a security interest in the Equipment and hereby pledges to Mortgagee any and all monies now or hereafter held by Mortgagee as additional security for the Note until expended or applied as provided in this Mortgage. If a Default occurs under this Mortgage, Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Equipment or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Equipment. Upon request or demand of Mortgagee, Mortgagor shall at its expense assemble the Equipment and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Mortgagor shall pay to Mortgagee on demand any and all expenses, including legal expenses and attorneys' fees, incurred or paid by Mortgagee in protecting its interest in the Equipment and in enforcing its rights hereunder with respect to the Equipment. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Equipment sent to Mortgagor in accordance with the provisions of this Mortgage at least ten (10) days prior to the date of any such sale, disposition or other action, shall constitute reasonable notice to Mortgagor, and the method of sale or disposition or other intended action set forth or specified in such notice shall conclusively be deemed to be commercially reasonable within the meaning of the Uniform Commercial Code unless objected to in writing by Mortgagor within five (5) days after receipt by Mortgagor of such notice. The proceeds of any sale or disposition of the Equipment, or any part thereof, may be applied by Mortgagee to the payment of the Note in such order, priority and proportions as Mortgagee in its discretion shall deem proper.

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(b) Mortgagor warrants that (i) Mortgagor's name, identity or corporate structure and residence or principal place of business are as set forth in Section 6.1(c) hereof; (ii) Mortgagor has been using or operating under said name, identity or corporate structure without change for the time period set forth in Section 6.1(c) hereof; and (iii) the location of the collateral is upon the Property. Mortgagor covenants and agrees that Mortgagor will furnish Mortgagee with notice of any change in the matters addressed by clauses (i) or (iii) of this Section 6.1(b) within thirty (30) days of the effective date of any such change and Mortgagor will promptly execute any financing statements or other instruments deemed necessary by Mortgagee to prevent any filed financing statement from becoming misleading or losing its perfected status.

(c) The information contained in this Section 6.1(c) is provided in order that this Mortgage shall, to the extent permitted by applicable law, comply with the requirements of the Uniform Commercial Code, as enacted in the State of Alabama, for instruments to be filed as financing statements. The names of the Mortgagor, or "Debtor", and the Mortgagee, or "Secured Party," the identity or corporate structure and residence or principal place of business of "Debtor," and the time period for which "Debtor" has been using or operating under said name and identity or corporate structure without change, are as set forth in Schedule 1 of Exhibit B attached hereto and by this reference made a part hereof; the mailing address of the "Secured Party" from which information concerning the security interest may be obtained, and the mailing address of "Debtor," are as set forth in Schedule 2 of said Exhibit B attached hereto; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove.

(d) Mortgagee may file such financing statements as may be allowed by the Uniform Commercial Code.

Section 6.2 Notices.

(a) **Methods**. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Mortgage to be made upon, given or furnished to, or filed with, Mortgagor or Mortgagee must (except as otherwise expressly provided in this Mortgage) be in writing and be delivered by one of the following methods: (i) by personal delivery at the hand delivery address specified below, (ii) by first-class, registered or certified mail, postage prepaid, addressed as specified below, or (iii) by nationally recognized overnight delivery service.

(b) **Addresses**. The hand delivery address and mailing address for receipt of notice or other documents by such parties are as follows:

Mortgagor: Jan and Brenda J. Martin
200 Applegate Trace
Pelham, AL 35124

Mortgagee: Warren, Averett, Kimbrough & Marino, LLC
2500 Acton Road
Birmingham, Alabama 35243

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Any of such parties may change the address for receiving any such notice or other document by giving notice of the change to the other parties named in this Section 6.2.

(c) **Delivery**. Any such notice or other document shall be deemed delivered when actually received by the party to whom directed (or, if such party is not an individual, to an officer, manager, director, partner or other legal representative of the party) at the address or number specified pursuant to Section 6.2(b) hereof, or, if sent by mail, three (3) days after such notice or document is deposited in the United States mail, addressed as provided above or, if sent by overnight delivery service, on the next business day following the date on which the notice is placed in the custody of the delivery service. Refusal to accept delivery or inability to make delivery because of a change of address as to which no timely prior notice has been given shall conclusively constitute receipt of the notice given.

Section 6.3 **Expenses**. Following the occurrence of an Event of Default, Mortgagor shall promptly on demand pay all reasonable costs and expenses of Mortgagee, including the reasonable fees and disbursements of counsel to Mortgagee, in connection with the enforcement of this Mortgage.

Section 6.4 **Successors and Assigns**. Whenever in this Mortgage any party hereto is referred to, such reference shall be deemed to include the heirs, executors, successors and assigns of such party, except that Mortgagor may not assign or transfer this Mortgage without the prior written consent of Mortgagee; and all covenants and agreements of Mortgagor contained in this Mortgage shall bind Mortgagor's successors and assigns and shall inure to the benefit of the successors and assigns of Mortgagee.

Section 6.5 **Time of the Essence**. Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage and any and all of the other Loan Documents.

Section 6.6 **Governing Law**. This Mortgage shall be construed in accordance with and governed by the internal laws of the State of Alabama (without regard to conflict of law principles) except as required by mandatory provisions of law and except to the extent that the validity and perfection of the Liens on the Property are governed by the laws of any jurisdiction other than the State of Alabama.

Section 6.7 **Separability Clause**. If any provision of the Loan Documents shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.8 **No Oral Agreements**. This Mortgage is the final expression of the agreement between the parties hereto and this Mortgage may not be contradicted by evidence of any prior oral agreement between such parties. All previous oral agreements between the parties hereto have been incorporated into this Mortgage and the other Loan Documents, and there is no unwritten oral agreement between the parties hereto in existence.

Section 6.9 **Waiver and Election**. The exercise by Mortgagee of any option given under this Mortgage shall not constitute a waiver of the right to exercise any other

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option. The filing of a suit to foreclose the Lien granted by this Mortgage shall not be considered an election so as to preclude foreclose by judicial foreclosure of the Lien granted by this Mortgage. No failure or delay on the part of Mortgagee in exercising any right, power or remedy under this Mortgage shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. No modification, termination or waiver of any provisions of the Loan Documents, nor consent to any departure by Mortgagor therefrom, shall be effective unless in writing and signed by Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Mortgagor in any case shall entitle Mortgagor to any other or further notice or demand in similar or other circumstances.

Section 6.10 **No Obligations of Mortgagee**. Mortgagee does not by virtue of this Mortgage or any of the transactions contemplated by the Loan Documents assume any duties, liabilities or obligations with respect to any of the Property unless expressly assumed by Mortgagee under a separate agreement in writing, and this Mortgage shall not be deemed to confer on Mortgagee any duties or obligations that would make Mortgagee directly or derivatively liable for any person's negligent, reckless or willful conduct.

Section 6.11 **Advances by the Mortgagee**. If Mortgagor shall fail to comply with any of the provisions of this Mortgage, Mortgagee may (but shall not be required to) make advances to perform the same and, where necessary, enter the Property for the purpose of performing Mortgagor's obligations under any such provision. Mortgagor agrees to repay all such sums advanced upon demand, with interest from the date such advances are made at the Default Rate, and all sums so advanced with interest shall be a part of the Obligations. The making of any such advances shall not be construed as a waiver by Mortgagee of any Event of Default resulting from Mortgagor's failure to pay such amounts.

Section 6.12 **Future Advances.** This Mortgage secures future advances, whether obligatory or at the option of Mortgagee, including advances in the form of additional professional services performed by Mortgagee for Borrower from time to time as Mortgagor shall request, provided all future advances are made within twenty (20) years of the date of this Mortgage.

Section 6.13 **Rights, Liens and Obligations Absolute**. All rights of Mortgagee hereunder, all Liens granted to Mortgagee hereunder, and all obligations of Mortgagor hereunder, shall be absolute and unconditional and shall not be affected by (a) any lack of validity or enforceability as to any other person of any of the Loan Documents, (b) any change in the time, manner or place of payment of or any other term of the Obligations, (c) any amendment or waiver of any of the provisions of the Loan Documents as to any other person and (d) any exchange, release or non-perfection of any other collateral or any release, termination or waiver of any guaranty, for any of the Obligations.

[Signature Page Follows]

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

JAN MARTIN

BRENDA J. MARTIN

STATE OF ALABAMA)

Tuscaloosa COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jan Martin and Brenda J. Martin, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of August, 2010.

Notary Public

AFFIX SEAL

My commission expires: MY COMMISSION EXPIRES JANUARY 18, 2011

This instrument prepared by and
upon recording should be returned to:

David W. Stephenson, Esq.
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203
(205) 521-8000

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Exhibit A

LEGAL DESCRIPTION OF LAND

Lot 5, according to the Map of Clayton's Addition to Oak Mountain Business Park as recorded in Map Book 27, Page 23, in the Probate Office of Shelby County, Alabama.

THIS IS THE HOMESTEAD PROPERTY OF MORTGAGOR

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Exhibit B

(UCC Financing Statement Information)

(UCC Financing Statement Information)

SCHEDULE 1

(Description of "Debtor" and "Secured Party")

A. Debtor:

1. Name and Identity of Corporate Structure: Individual

2. The principal place of business and chief executive officer of Debtor is located in Shelby County, Alabama.

3. Debtor has been using or operating under said name and identity without change for more than five (5) years or has not operated under any other name or identity.

B. Secured Party: Warren, Averett, Kimbrough & Marino, LLC

SCHEDULE 2

(Notice Mailing Addresses of "Debtor" and "Secured Party")

A. The mailing address of Debtor is:

200 Applegate Trace
Pelham, AL 35124

B. The mailing address of Secured Party is:

Warren, Averett, Kimbrough & Marino, LLC
2500 Acton Road
Birmingham, Alabama 35243

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