

MORTGAGE AND SECURITY AGREEMENT

THIS INDENTURE, made as of the 1st day of July, 2011, by and between:

Larry Grissom, a married man, at 945 3rd Avenue S.W., Alabaster, AL 35007 (herein referred to as "Mortgagor"),

and

Jimmy Williams Specialized Services, Inc., a Alabama Corporation, and any amendments thereto, at 2915 Cahaba Valley Road, Pelham, AL 35124 (herein referred to as "Mortgagee").

WITNESSETH THAT:

WHEREAS, Mortgagor is justly indebted to Mortgagee and in evidence thereof has executed and delivered to Mortgagee a Promissory Note of even date herewith made by Mortgagor to Mortgagee, (hereinafter referred to as the "Note"); and

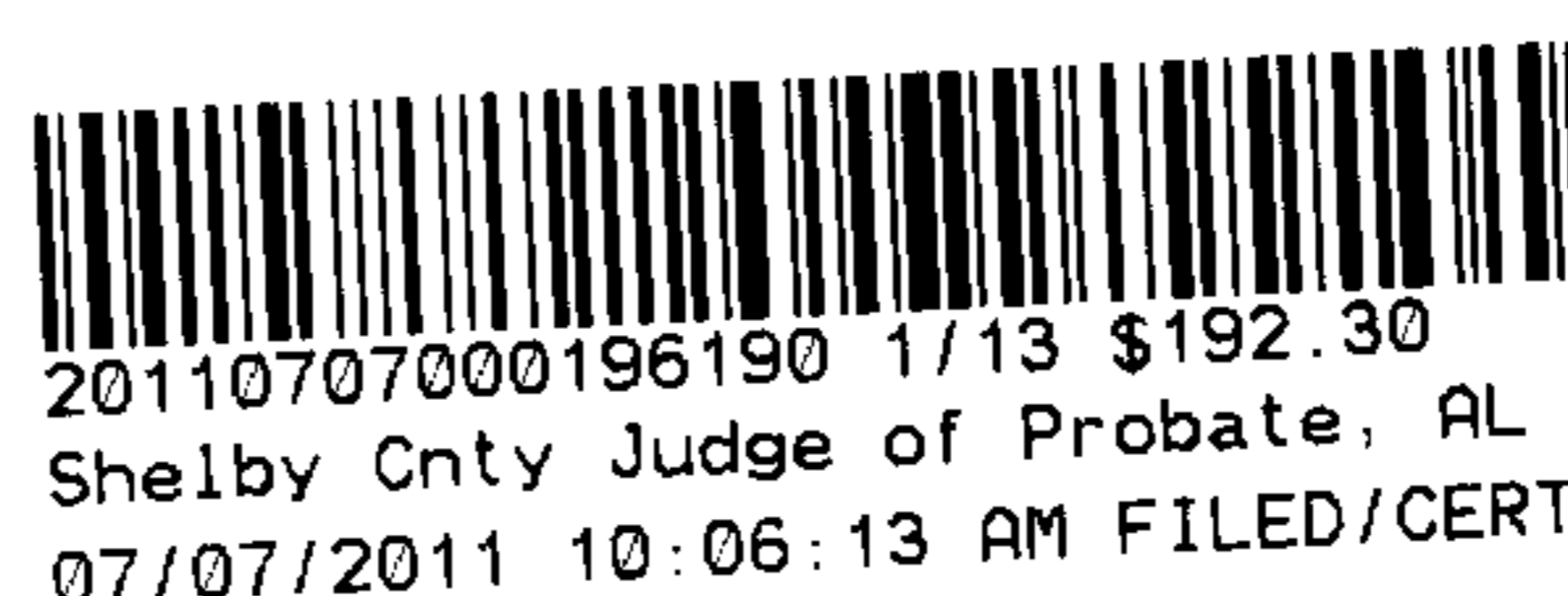
WHEREAS, Mortgagor and Mortgagee are desirous of better and more fully securing the payment of said Note and of certain other indebtedness as will be hereinafter referred to;

NOW, THEREFORE, said Mortgagor, for and in consideration of the premises hereinbefore mentioned, **Ninety-Six Thousand Two Hundred and 00/100 Dollars** (\$96,200.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, has and does by these premises grant, bargain, sell, mortgage, pledge, assign and transfer unto Mortgagee, its successors, successors-in-title and assigns forever, all of the following real property, buildings, improvements, fixtures, furniture and appliances and personal property (hereinafter sometimes collectively referred to as the "Premises"), to-wit:

- (a) said land being particularly described in Exhibit "A" attached hereto and made a part hereof;
- (b) all buildings, structures and improvements now or hereafter located upon said property; and
- (c) all machinery, apparatus, equipment, fittings, and fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature, now or hereafter located in, upon or under said property, used or usable in connection with any present or future operation of said property, and now owned or hereafter acquired by Mortgagor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, refrigerating and communications apparatus; sewer treatment plants, facilities and apparatus; boilers, furnaces and heaters; refrigerators, ranges, dishwashers, disposals and other appliances; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; doors and windows; cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; swimming pool, clubhouse and other recreational equipment and supplies; all building materials and equipment now or hereafter delivered to the Premises and intended to be installed therein; and all additions, replacements and substitutions thereof and the proceeds of sale of any of said fixtures and personal property.

TOGETHER WITH all insurance policies insuring or relating to the Premises and the proceeds thereof, and all condemnation proceeds and causes of action related to the Premises as set forth hereafter.

TOGETHER WITH all and singular the rights, members, tenements, hereditaments, easements and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises hereinabove mentioned or which hereafter shall in any way belong, relate or be



appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, including, but not limited to, all rents, profits, issues and revenues of the Premises from time to time accruing, whether under leases or tenancies now existing or hereafter created.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Mortgagee, its successors and assigns forever; and Mortgagor covenants and warrants that Mortgagor is seized and possessed of the Premises in fee simple, has good title and right to convey and encumber the same, that the same are unencumbered except as herein stated, and Mortgagor does hereby fully warrant the title to the Premises and will defend all and singular the Premises herein conveyed from and against the claims of all persons whomsoever.

This instrument is intended to constitute a mortgage of real estate; and, as to that portion of the Premises which is not real estate, a "security agreement" under the Uniform Commercial Code. This instrument is given to secure: (a) the repayment of the Note referred to hereinabove and interest and charges thereunder, any advances hereafter made under said Note, and any renewal, increase, alteration, modification or extension of said Note; (b) any other indebtedness or obligation of Mortgagor to Mortgagee arising under the terms of the Note or this Mortgage or any other instrument securing the Note or relating to the loan evidenced by the Note; and (c) any other future advances which may be made by Mortgagee to or on behalf of Mortgagor within twenty (20) years of the date hereof; and any future debts or obligations from Mortgagor to Mortgagee.

Provided, however, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee the principal and interest secured by this instrument at the time and in the manner stipulated in the Note, and any other indebtedness secured hereby, and shall well and truly keep and perform all of the covenants, conditions, warranties and promises in the Note, in this Mortgage and in all other instruments securing or relating to the Note to be kept and performed by Mortgagor, then this obligation shall cease, determine and become null and void, otherwise to remain in full force and effect.

Mortgagor further warrants, covenants and agrees to and with Mortgagee as follows:

ARTICLE I

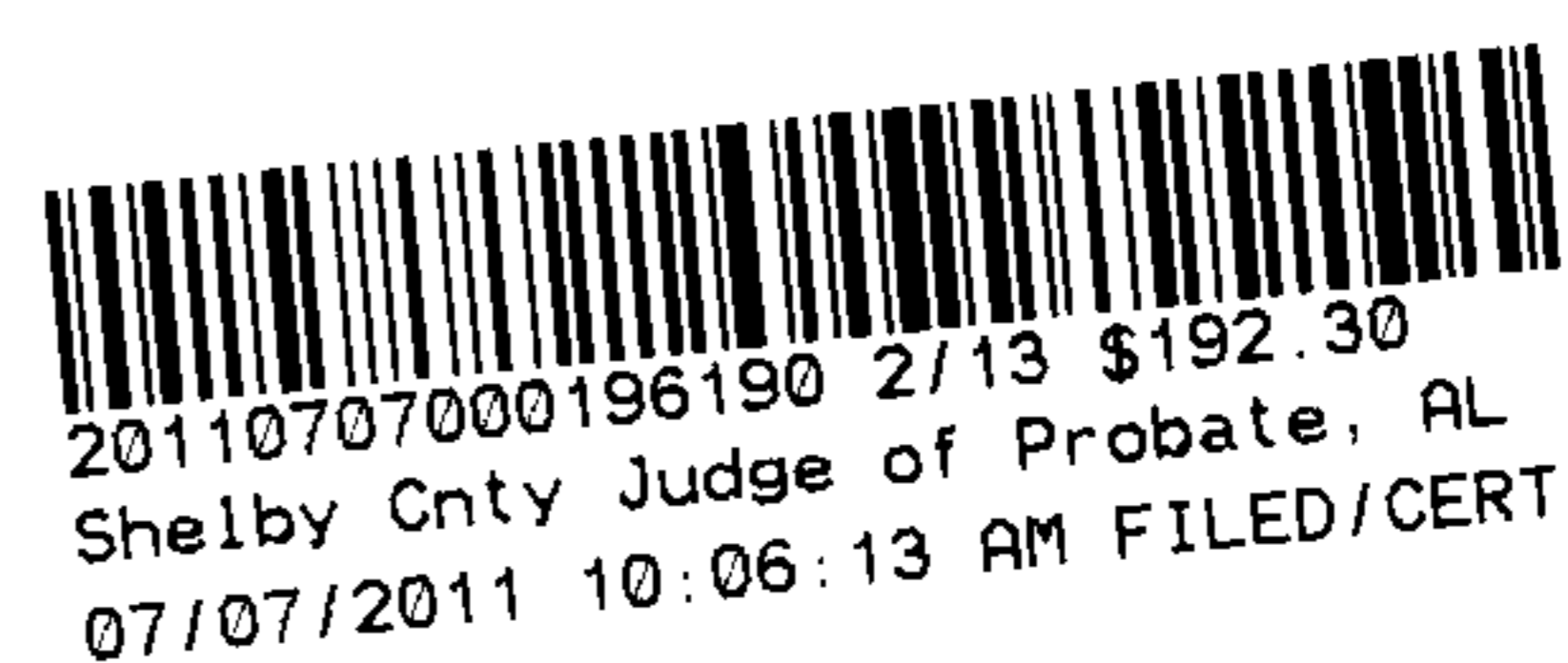
1.01 PAYMENT OF INDEBTEDNESS. Mortgagor will pay the Note according to the terms thereof and all other sums secured hereby promptly as the same shall become due.

1.02 TAXES, LIENS AND OTHER CHARGES.

(a) Mortgagor shall pay all intangible, documentary, stamp or recording taxes, assessments, charges, expenses, costs and fees which may now or hereafter be levied, assessed or charged against or incurred in connection with the Note, this Mortgage or any other instrument evidencing or securing the indebtedness evidenced by the Note, whether levied against Mortgagor or Mortgagee. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation in any manner changing or modifying the laws now in force governing the taxation of debts secured by mortgages or the manner of collecting taxes so as to affect adversely Mortgagee, Mortgagor will promptly pay any such tax imposed with respect to this Mortgage, the Premises or the indebtedness secured hereby; if Mortgagor fails to make such payment, then Mortgagee may make such payments, and such sums will become an indebtedness secured hereby.

(b) Mortgagor will pay or otherwise discharge, before the same become delinquent, all taxes, liens, assessments and charges of every character levied or assessed or that may hereafter be levied or assessed upon or against the Premises, and all utility charges, whether public or private; and upon demand will furnish Mortgagee receipted bills evidencing such payment.

(c) Mortgagor will not suffer any claim of mechanics', materialmen's laborers', statutory or other lien to be filed and remain outstanding upon any part of the Premises for a period exceeding thirty (30) days.



1.03 INSURANCE. Mortgagor will keep the buildings, fixtures and property conveyed hereby, whether now standing on the Premises or hereafter erected, continuously insured in such amounts as Mortgagee may require (not to exceed one hundred percent (100%) of insurable value) against all risk of loss or damage by fire and against all other hazards and casualties, including, but not limited to, windstorm, hail, explosion, smoke, riot, riot attending a strike, civil commotion, aircraft and vehicles and malicious mischief, together with rents loss and business interruption insurance covering the loss of rents and income from the Premises in the event of a casualty for a period of six (6) months. Mortgagor shall also cause the issuance and maintenance of comprehensive general public liability insurance policy naming Mortgagee as an additional named insured in such amounts as Mortgagee may require. During the time when improvements are being constructed on the Premises, builder's all-risk insurance on the Premises, protecting Mortgagor and Mortgagee as insured in such amounts as Mortgagee may require. All such insurance at all times will be with an insurance company or companies and on terms acceptable to Mortgagee, with loss, if any, payable to Mortgagee as its interest may appear, pursuant to a New York Standard mortgagee clause or other clause which shall be satisfactory to Mortgagee, and providing for no less than thirty (30) days' advance notice to Mortgagee of cancellation or non-renewal. Forthwith upon request upon the issuance of such policies, Mortgagor will deliver same, and all renewals thereof, to Mortgagee, and will deliver to Mortgagee receipts for premiums paid therefor. Any policies furnished Mortgagee shall become its property in the event Mortgagee becomes the owner of Premises by foreclosure or otherwise. Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Premises, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly. In case of loss under any such policy of insurance, Mortgagee may apply the net proceeds to the payment of the indebtedness hereby secured, whether due or not; or Mortgagee may require the building to be repaired or replaced by the use of said net proceeds (Mortgagor advancing any additional funds required) without affecting the lien and title of this Mortgage or the indebtedness secured hereby.

1.04 CARE OF PREMISES.

(a) Mortgagor will keep the improvements now or hereafter erected on the Premises in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof.

(b) Mortgagor will not remove, demolish or materially alter the design or structural character of any building, fixture, chattel or other part of Premises without the written consent of Mortgagee.

(c) Mortgagee or its representatives shall have access to and is hereby authorized to enter upon and inspect the Premises at all times.

(d) Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

(e) If all or any part of the Premises shall be damaged by fire or other casualty, Mortgagor will give immediate written notice of same to Mortgagee. If Mortgagee agrees to release the insurance proceeds received due to such casualty for restoration and repair (such proceeds to be released as construction and restoration progresses), Mortgagor will promptly restore the Premises to the equivalent of its original condition. If a part of the Premises shall be damaged through condemnation, Mortgagor will promptly restore, repair or alter the remaining property to a condition as nearly as practicable equivalent to the condition of the Premises prior to condemnation.

(f) Mortgagor shall commence and complete the construction and furnishing of certain improvements to be erected on the Premises in accordance with the plans and specifications identified in and pursuant to the provisions of a Construction Loan Agreement between the parties of even date.

1.05 FURTHER ASSURANCES. At any time and from time to time upon request by Mortgagee, Mortgagor will make, execute and deliver or cause to be made, executed and delivered to Mortgagee, any and all further instruments, certificates and other documents, including, without limitation, U.C.C. financing statements as may, in the opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve the obligation of Mortgagor under the Note and the lien and title of this Mortgage. Upon any failure by Mortgagor so to do, Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor so to do.

1.06 LEASES AND RENTAL AGREEMENTS AFFECTING THE PREMISES.

(a) Mortgagor shall faithfully perform the covenants of Mortgagor, as lessor, under any present and future leases and rental agreements affecting all or any portion of the Premises, and neither do nor neglect to do nor permit to be done anything which may cause the termination of said leases and rental agreements, or any of them, or which may diminish or impair their value or the rents provided for them or the interest of Mortgagor or Mortgagee therein or thereunder. Mortgagor shall procure and deliver to Mortgagee, at any time within thirty (30) days after notice and demand, estoppel letters or certificates from each lessee, tenant or occupant in possession of the Premises as required by, and in form and substance satisfactory to, Mortgagee. Upon request, Mortgagee shall have the right of prior approval of the form and content of all leases and rental agreements used by Mortgagor for the Premises.

(b) With respect to any existing or future leases, tenancies or other occupancy agreements affecting the Premises or any part thereof, Mortgagor agrees that Mortgagor shall not, without the prior written consent of Mortgagee, which consent will not be unreasonably withheld: (i) amend or modify any such lease; (ii) waive any obligation of any tenant thereunder or accept the surrender or cancellation thereof; (iii) grant any approval of consent or waiver to any tenant thereunder (including, without limitation, an approval or consent to any assignment or subletting); (iv) cause, permit or omit to take any action which might reasonably result in the impairment of the value to Mortgagee of the security interest of Mortgagee in any such lease, or might reasonably result in any termination (other than by normal expiration) or loss of rental thereunder; (v) collect rents for more than thirty (30) days in advance; or (vi) cause, permit or consent to any default thereunder, or any event or circumstance which might reasonably be expected to ripen into a default with the passage of time or notice.

1.07 EXPENSES. Mortgagor will immediately pay to or reimburse Mortgagee for all reasonable attorneys' fees, costs and expenses incurred by Mortgagee in any legal proceeding or dispute of any kind to which Mortgagee is made a party, or appears as party plaintiff, defendant or otherwise, affecting the indebtedness secured hereby, this Mortgage or the interest created herein, or the Premises or the validity or priority of this Mortgage, including, but not limited to, any condemnation action involving the Premises, any bankruptcy or insolvency proceeding, or any action to protect the security hereof; and any such amounts paid by Mortgagee shall be added to the indebtedness secured by this Mortgage.

1.08 SUBROGATION. Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.09 PERFORMANCE BY MORTGAGEE OF DEFAULTS BY MORTGAGOR. If Mortgagor shall default (or if it appears to Mortgagee that Mortgagor may default) in the payment of any tax, lien, assessment or charge levied or assessed against the Premises, in the payment of any utility charge, whether public or private, in the payment of insurance premiums, in the procurement of insurance coverage and the delivery of the insurance policies required hereunder, in any obligation of Mortgagor, as landlord, under any tenant lease of all or part of the Premises, or in the performance or observance of any other covenant, condition or term of this Mortgage, then Mortgagee, at its option, may perform or observe the same, and all payments made for or costs incurred by Mortgagee in connection therewith shall be secured by this Mortgage and shall be immediately repaid by Mortgagor to Mortgagee upon notice and demand with interest thereon. Mortgagee shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium, of the necessity for any such action and of the amount necessary to be paid or incurred in

satisfaction thereof. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

1.10 REPORTS AND RECORDS. Mortgagor shall maintain complete and accurate books and records pertaining to the ownership, operation and leasing of the Premises. Mortgagee shall have the right to inspect all books and records pertaining to the ownership, operation and leasing of the Premises at any time at the place of business of Mortgagor. Within ninety (90) days after the close of the fiscal or operational year of the Premises and without expense to Mortgagee, furnish an annual statement of the operations of the Premises showing in reasonable detail: (i) gross rents itemized by tenant and other income of the Premises; (ii) operating expenses such as taxes, assessments, insurance premiums, repairs, maintenance, salaries and wages; (iii) net operating income; and (iv) depreciation claimed for federal income tax purposes. Such reports shall be certified and sworn by Mortgagor to be correct and, in the event of default hereunder, on demand of Mortgagee, Mortgagor will cause such reports to be audited and certified by a certified public accountant as being in accordance with generally accepted accounting principles.

1.11 CONDEMNATION. If all or any part of the Premises shall be damaged or taken through condemnation (which term shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, Mortgagee shall be entitled to all compensation, awards and other payments or relief thereof and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned to Mortgagee who, after deducting therefrom all its expenses, including reasonable attorneys' fees may, without affecting the lien and title of this Mortgage, apply the same to the repair, restoration or replacement of the Premises of any damage resulting from said condemnation or to the payment or reduction of indebtedness secured hereby. Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as Mortgagee may require. The payment to Mortgagee of any condemnation proceeds shall not excuse or delay the payment of any installment of the indebtedness secured hereby.

1.12 SECURITY AGREEMENT. As to that portion of the Premises (if any) which constitutes personal property, as opposed to real property or fixtures, this Mortgage and Security Agreement shall constitute a security agreement, and Mortgagee, as a secured party, shall have all of the rights and remedies of a secured party under the Uniform Commercial Code, in addition to the rights and remedies provided herein or in any other instrument evidencing or securing the Note or by applicable law. Nevertheless, to the full extent permitted by law, all parts of the Premises shall be deemed to be real property or fixtures and a part of the freehold, and not personal property.

1.13 OBLIGATIONS VALID. Mortgagor covenants and warrants that the Note, this Mortgage and the other instruments securing the Note or relating to the loan evidenced by the Note are valid, binding and enforceable in accordance with their terms, and that the execution and delivery of said instruments and the performance by Mortgagor of Mortgagor's obligations thereunder do not contravene any law or regulation or any other mortgage or any agreement, indenture, judgment, order or decree affecting Mortgagor or the Premises or to which Mortgagor may be bound.

1.14 IDENTITY OF MORTGAGOR. The identity of Mortgagor and the continued ownership of the Premises by Mortgagor is a material inducement to the making of the loan secured by this instrument. Therefore, Mortgagor agrees not to convey the Premises, or any part thereof or interest therein, either voluntarily or by operation of law, nor to further encumber the Premises nor secure secondary financing on the Premises, without the written consent of Mortgagee.

1.15 HAZARDOUS WASTE. Mortgagor warrants and represents to Mortgagee, to the best of its knowledge after diligent inquiry and investigation, that the Premises is not now and has never been used for the manufacture, storage, handling, use or disposal of any hazardous, toxic, radioactive or dangerous material or waste. Mortgagor covenants with Mortgagee that the Premises will not be used for the manufacture, storage, handling, use or disposal of such materials, nor will any such

materials be brought on or kept about the Premises. Mortgagor will indemnify and hold Mortgagee harmless from and against any such claim or loss as a result of a breach of the foregoing representations and covenants, including, but not limited to, costs of clean-up, removal, fines, damage awards, attorneys' fees and court costs. This indemnity survives the repayment of the Note and discharge of this instrument.

1.16 MONTHLY DEPOSITS. To further secure the payment of taxes, assessments and premiums for hazard insurance on the Premises, Mortgagor will deposit with Mortgagee, on the due date of each monthly installment under the Note, a sum which in the estimation of Mortgagee shall be equal to one-twelfth (1/12th) of the annual taxes, assessments and hazard insurance premiums for the Premises; said deposits to be held by Mortgagee free of interest and free of any liens or claims on the part of creditors of Mortgagor and as a part of the security of Mortgagee. Such sums shall be used by Mortgagee to pay current taxes, assessments and hazard insurance premiums on the Premises as the same accrue and are payable, but said sums shall not be deemed trust funds and may be commingled with the general funds of Mortgagee. Mortgagee shall be under no obligation to pay such taxes, assessments and hazard insurance premiums unless sufficient funds are available from said deposits to pay same, and if said deposits are insufficient, Mortgagor will deposit with Mortgagee an additional sum or sums as may be required in order for Mortgagee to pay such taxes, assessments and hazard insurance premiums in full when due. Upon any default under the provisions of this indenture or in the Note, Mortgagee may, at its option, apply any money in the funds resulting from said deposits to the payment of the indebtedness secured hereby in such manner as it may elect.

ARTICLE II

2.01 EVENT OF DEFAULT. The term "default" or "event of default", wherever used in this indenture, shall mean any one or more of the following events:

(a) Should the indebtedness secured hereby or any part thereof or interest or charge thereon not be paid within five (5) days after the same shall become due and payable.

(b) Should any other covenant, condition, or agreement of Mortgagor under this indenture not be observed and complied with, and such failure is not cured within fifteen (15) days after Mortgagee or its representative gives notice of such default to Mortgagor.

(c) Any assignment by Mortgagor for the benefit of creditors, or the appointment of a receiver, liquidator or trustee for the Premises or for any of Mortgagor's property, or the filing of any voluntary petition for the bankruptcy, reorganization or arrangement of Mortgagor pursuant to the Federal Bankruptcy Code or any similar state statute, or the adjudication of Mortgagor as a bankrupt or insolvent, or if Mortgagor dies or is dissolved, terminated or expires.

(d) Default of Mortgagor under and as defined in any of the terms, conditions or covenants contained in the Assignment and Security Agreement, dated this date from Mortgagor to Mortgagee.

(e) Filing of any federal tax lien or claim of lien for labor and material against Mortgagor or the Premises if the same shall not be removed by payment or bond within thirty (30) days from the date of record in the county land records.

(f) If Mortgagor shall violate Section 114, above, or convey or transfer the Premises or any part thereof or interest therein, either absolutely or as security, without first obtaining the written consent of Mortgagee.

(g) Default under and as defined in the Construction Loan Agreement, if any, of even date herewith between Mortgagor and Mortgagee.

The foregoing defined events of default shall occur without notice to or demand on Mortgagor or any other person, and without grace period or opportunity to cure, except as is specifically set forth in this Section 2.01.

2.02 ACCELERATION OF MATURITY. If an event of default shall have occurred, then the whole unpaid principal sum of the indebtedness secured hereby, with interest accrued thereon shall, at the option of Mortgagee, become immediately due and payable without notice or demand, time being of the essence of this indenture; and any omission on the part of Mortgagee to exercise such option when entitled so to do shall not be considered as a waiver of such right.

2.03 MORTGAGEE'S POWER OF ENFORCEMENT. If an event of default shall have occurred, Mortgagee may, either with or without entry of taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy: (a) to enforce payment of the Note of the performance of any term hereof or any other right; (b) to foreclose this Mortgage under power of sale or court action and to sell, as an entirety or in separate lots or parcels, the Premises; and (c) to pursue any other remedy available to Mortgagee. Mortgagee may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Mortgagee may determine, separately or concurrently, and no such action shall impair the lien and title of this Mortgage.

2.04 RIGHT OF MORTGAGEE TO ENTER AND TAKE POSSESSION.

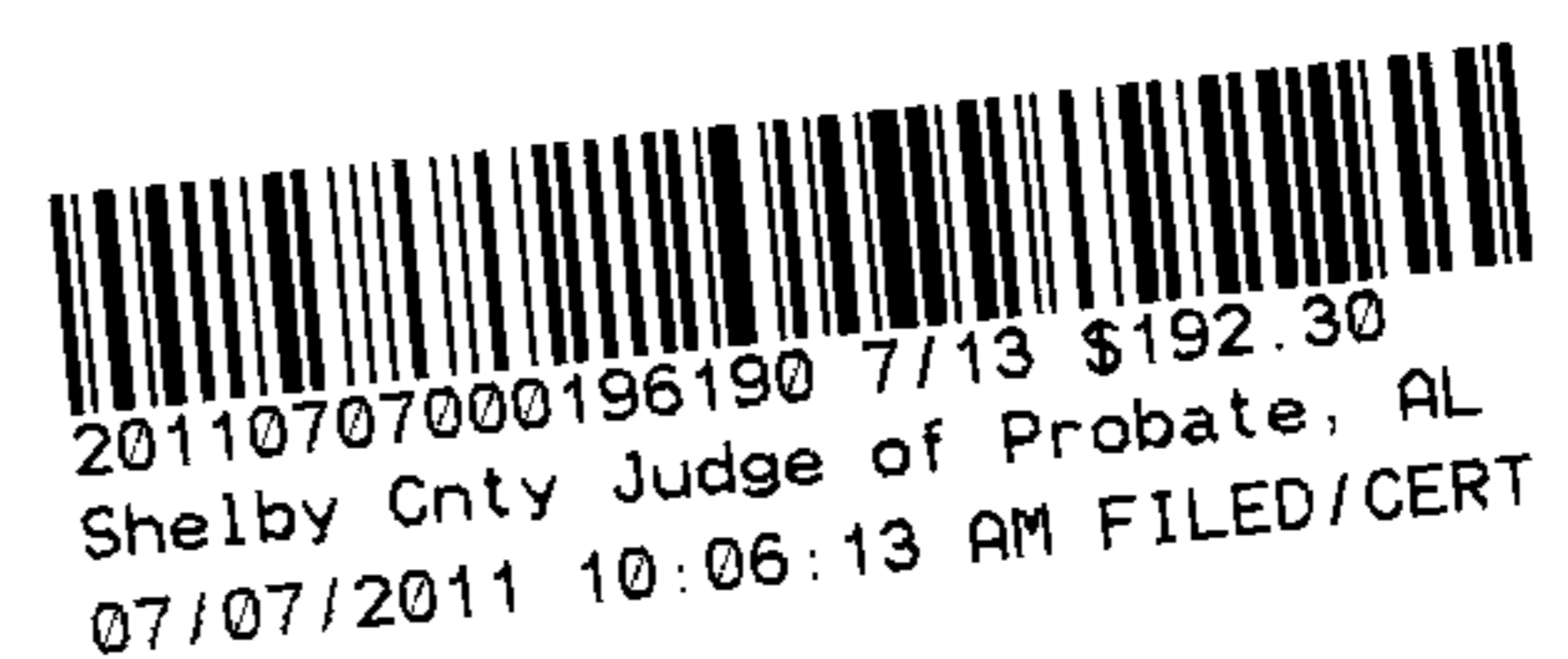
(a) If an event of default shall have occurred and be continuing, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Premises, and if and to the extent permitted by law, Mortgagee may enter and take possession of the Premises and may exclude Mortgagor and Mortgagor's agents and employees wholly therefrom.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Premises or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession, or requiring Mortgagor to deliver immediate possession of all or part of the Premises to Mortgagee.

(c) Mortgagor shall pay to Mortgagee, upon demand, all reasonable costs and expenses of obtaining such judgment or decree and reasonable compensation to Mortgagee, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(d) Upon every such entering and taking of possession, Mortgagee may hold, store, use, operate, manage, control and maintain the Premises and conduct the business thereof, and from time to time: (i) make all necessary and proper repairs, renewals, replacements, additions and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Premises insured; (iii) manage and operate the Premises and exercise all the rights and powers of Mortgagor in its name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Mortgagee, all as Mortgagee may from time to time determine to be to its best advantage; and Mortgagee may collect and receive all of the income, rents, profits, issues and revenues of the Premises, including past due as well as those accruing thereafter, and after deducting (aa) all expenses of taking, holding, managing and operating the Premises (including compensation for the services of all persons employed for such purposes), (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, improvements and acquisitions, (cc) the cost of insurance, (dd) such taxes, assessments and other charges as Mortgagee may determine to pay, (ee) other charges upon the Premises or any part thereof as Mortgagee shall determine to pay, and (ff) the reasonable compensation and expenses of attorneys and agents of Mortgagee, the remainder of the money so received by Mortgagee shall apply first to the payment of accrued interest and then to the payment of principal on the Note or other indebtedness secured hereby.

(e) For the purpose of carrying out the provisions of this Section 2.04, Mortgagor hereby constitutes and appoints Mortgagee the true and lawful attorney-in-fact of Mortgagor, to do and



perform from time to time any and all actions necessary and incidental to such purpose, and does, by these presents, ratify and confirm any and all actions of said attorney-in-fact.

(f) Whenever all such events of default have been cured and satisfied, Mortgagee shall surrender possession of the Premises to Mortgagor, provided that the right of Mortgagee to take possession from time to time, pursuant to Section 2.04, shall exist if any subsequent event of default shall occur and be continuing.


2.05 LEASES. Mortgagee, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Premises, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Premises. No foreclosure of this Mortgage shall terminate any lease of the Premises even if subordinate to this Mortgage unless Mortgagee or purchaser at foreclosure sale shall, at its option and in its sole discretion, elect to terminate said lease and notifies the tenant that its rights are terminated.

2.06 WAIVER OF APPRAISEMENT, VALUATION, STAY, EXTENSION AND REDEMPTION LAWS. Mortgagor agrees to the full extent permitted by law that in case of a default on its part hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Premises conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor does hereby waive, to the full extent permitted by law, the benefit of all such laws or right of redemption, appraisal, valuation or stay, and any and all right to have the assets comprising the Premises marshalled upon any foreclosure of this Mortgage, and agrees that Mortgagee or any court having jurisdiction to foreclose this Mortgage may sell the Premises in part or as an entirety.

2.07 RECEIVER. If an event of default shall have occurred, Mortgagee, without regard to the value or occupancy of the security or the solvency of any party or guarantor obligated to repay the Note, shall be entitled as a matter of right to the appointment of a receiver to enter upon and take possession of the Premises and related assets, to protect, operate and preserve same, to continue any development or sale of the Premises or parts thereof, and to collect all rents, revenues, issues, income, products and profits of the Premises, and apply the same to payment of the debt secured by this Mortgage or as the court may direct. The receiver shall have all rights and powers permitted by law and as are conferred by the court making such appointment. Mortgagor will pay to Mortgagee on demand the expenses, including (but not limited to) receiver's fees, attorneys' fees, management, maintenance and development or operation costs and expenses, incurred pursuant to the receivership, and they shall be secured by this Mortgage. Mortgagee may if it so desires loan money to the receiver, and all such sums shall be secured by this Mortgage. The right to a receivership, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to Mortgagee.

2.08 SUITS TO PROTECT THE PREMISES. Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable, either in its own name, in Mortgagor's name or both: (a) to prevent any impairment of the Premises by any acts which may be unlawful or any violation of this Mortgage; (b) to preserve or protect its interest in the Premises; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

2.09 POWER OF SALE.


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(a) Should Mortgagor fail to pay or cause the indebtedness secured hereby to be paid when the same shall become due, whether by acceleration or otherwise, Mortgagee (or its agents or any auctioneer appointed by Mortgagee) may, at its option, sell the Premises, or any part thereof, at a public sale or sales before the door of the courthouse of the county in which the Premises is situated to the highest bidder for cash in order to pay the indebtedness secured hereby, accrued interest, insurance premiums, liens, assessments, taxes and charges, including utility charges, if any, with accrued interest thereon, together with all expenses of such sale and all proceedings in connection therewith, including reasonable attorneys' fees. Mortgagee shall give advance notice of the time, place and terms of any such sale by publishing a notice thereof once a week for three (3) consecutive weeks prior to the date of such sale in some newspaper published or circulated in the county in which the Premises are located.

(b) At and after such sale, Mortgagee is authorized and empowered to execute and deliver to the purchaser at such sale a deed of conveyance of the Premises or any part thereof so purchased in fee simple, with full warranties of title, and to this end Mortgagor hereby constitutes and appoints Mortgagee the agent and attorney-in-fact of Mortgagor, to make such sale and conveyance and thereby to divest Mortgagor of all right, title and interest or equity of redemption in the Premises and to vest the same in the purchaser or purchasers at such sale or sales, with full power of substitution in the Premises, and all of the acts and doings of said agent and attorney-in-fact are hereby ratified and confirmed, and any recitals in said conveyance or conveyances of the facts relating to the sale under this power shall be binding upon Mortgagor. This power of sale and agency is coupled with an interest, is irrevocable by death or otherwise, is granted as cumulative of the other remedies provided by law for the collection of the indebtedness or the foreclosure of the Premises, and shall not be exhausted by any one exercise thereof, but may be exercised any number of times until the full payment of all the indebtedness secured hereby.

(c) Upon any such sale pursuant to the aforementioned power of sale and agency, the proceeds of such sale shall be first applied to the expenses of sale and all proceedings in connection therewith, including reasonable attorneys' fees of Mortgagee, then to the payment of interest due on the indebtedness secured hereby, then to principal of the indebtedness secured hereby, and the remainder, if any, shall be paid to Mortgagor or such other party as may be entitled thereto at the time Mortgagor shall vacate the Premises.

2.10 PURCHASE BY MORTGAGEE. Upon any foreclosure sale, Mortgagee may bid for and purchase the Premises and, upon compliance with the terms of sale, may acquire, hold, retain and possess and dispose of the Premises in its own absolute right, in fee simple and without further accountability. In such event, Mortgagee may, in lieu of paying cash for its bid, make settlement for the purchase price by crediting the indebtedness secured hereby, in whole or in part, against the purchase sales price and the expenses of sale.

2.11 MORTGAGOR AS TENANT HOLDING OVER. In the event of any foreclosure sale of the Premises, Mortgagor shall thereupon be deemed a tenant holding over, and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

2.12 DISCONTINUANCE OF PROCEEDINGS AND RESTORATION OF THE PARTIES. In case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by suit, receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to Mortgagee, then and in every such case, Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding has been taken.

2.13 REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Mortgagee by this indenture, or the Note, the Construction Loan Agreement or the Assignment and Security Agreement dated this date, or any other instrument now or hereafter securing the Note, is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. No act of Mortgagee shall be construed as a waiver or as an election to proceed under any provision herein or

the other documents evidencing the loan or securing same to the exclusion of any other provisions, and Mortgagee shall have the right to exercise any and all rights and remedies severally or concurrently as Mortgagee shall see fit. No release or subordination by Mortgagee of its intent in any part of the Premises or any other property, collateral or obligation securing the Note or any other indebtedness secured by this Mortgage shall release or impair the lien and title of this Mortgage as to the any property or collateral not released in writing.

2.14 WAIVER. MORTGAGOR ACKNOWLEDGES THE RIGHTS GIVEN HEREIN TO MORTGAGEE TO ACCELERATE THE DEBT SECURED HEREBY AND TO SELL THE PREMISES AT PUBLIC AUCTION PURSUANT TO THE POWER OF ATTORNEY GRANTED HEREIN. MORTGAGOR HEREBY EXPRESSLY WAIVES ANY RIGHTS TO NOTICE AND HEARING PRIOR TO SUCH SALE UNDER POWER, OTHER THAN THE ADVERTISEMENT ONCE A WEEK FOR THREE (3) WEEKS AS PROVIDED HEREIN. MORTGAGOR WAIVES ALL RIGHT OR EQUITY OF REDEMPTION IN THE PREMISES AFTER A FORECLOSURE SALE TO THE FULL EXTENT ALLOWED BY ALABAMA LAW.

ARTICLE III

3.01 SUCCESSORS AND ASSIGNS INCLUDED IN PARTIES. The words "Mortgagor" and "Mortgagee", whenever used herein, shall include the respective heirs, executors, administrators, legal representatives, successors, successors-in-title and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural.

3.02 HEADINGS. The headings of the sections, paragraphs and subdivisions of this indenture are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

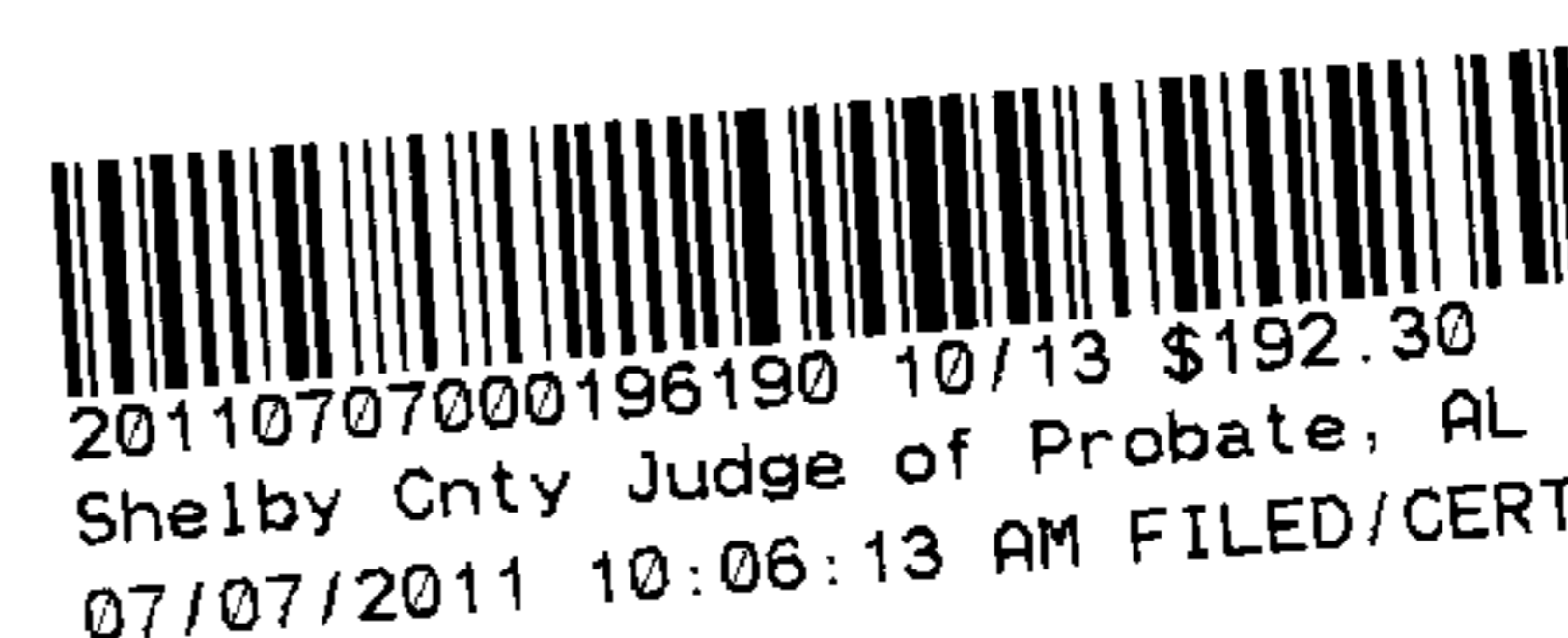
3.03 INVALID PROVISIONS TO AFFECT NO OTHERS. If fulfillment of any provisions hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, the obligation to be fulfilled shall automatically be reduced to the limit of such validity; and if any clause or provisions herein contained operates or would respectively operate to invalidate this indenture in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this indenture shall remain operative and in full force and effect.

3.04 DEPARTURE FROM TERMS. Any indulgence or departure at any time by the Mortgagee from any of the provisions hereof or of any obligation hereby secured, or failure to exercise rights and remedies, shall not modify the same or relate to the future, or waive future compliance therewith by Mortgagor.

3.05 INTEREST. Any sums which may be due to Mortgagee hereunder shall bear interest at the rate specified in the Note before default and, at Mortgagee's option, at any default rate specified in the Note after default.

3.06 NOTICES. Any notice or demand which Mortgagee may give or desire to give to Mortgagor shall be sufficiently given if a written notice or demand, signed by Mortgagee or its attorney or authorized representative, is either delivered to the address of Mortgagor as stated herein or sent by certified or registered mail addressed to Mortgagor at such address. Any notice or demand which is delivered to Mortgagor's address shall be deemed given and received on the date of delivery to Mortgagor's address and any notice which is mailed shall be deemed given and received two days after mailing. Mortgagor may change Mortgagor's address for notices by giving Mortgagee written notice of address change by certified mail, return receipt requested.

3.07 WAIVER OF HOMESTEAD. To the extent permitted by law, Mortgagor hereby waives and renounces all homestead and exemption rights provided for by the Constitution and laws of the United States and any state thereof as against the collection of the indebtedness secured hereby and any part thereof. Mortgagor covenants and warrant that the Premises is not his homestead.



3.08 TIME OF ESSENCE. Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage, the Note and any other instrument now or hereafter evidencing, securing or otherwise relating to the indebtedness secured hereby.

MISCELLANEOUS:

3.09 NON-ASSIGNABLE: Said mortgage shall not be transferrable, assignable, or further encumbered by a second mortgage or otherwise without the Express written consent of said Mortgagee. Said action shall be a breach of this agreement and subject the Mortgagor to all the terms and remedies as contained in this agreement.

3.10 LAND TAXES: Pay all land taxes on said real property when due and furnish to mortgagee a paid receipt for taxes by December 31 of each year until the mortgage is paid.

3.11 PREPAYMENT: There shall be no prepayment of this note and mortgage by the Mortgagor without the express written consent of the Mortgagee.

3.12 Purchaser acknowledges that said party has satisfied himself as to all matters relating to land, whether surface or subsurface and relies on his own information and investigation and does not rely on any representations of the Seller or Agent and acted on Purchaser's own information.

IN WITNESS WHEREOF, Mortgagor has signed and sealed this instrument as of the day and year first above written.

Dated this the 1st day of July, 2011.

Witness

Witness

Larry Grissom

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

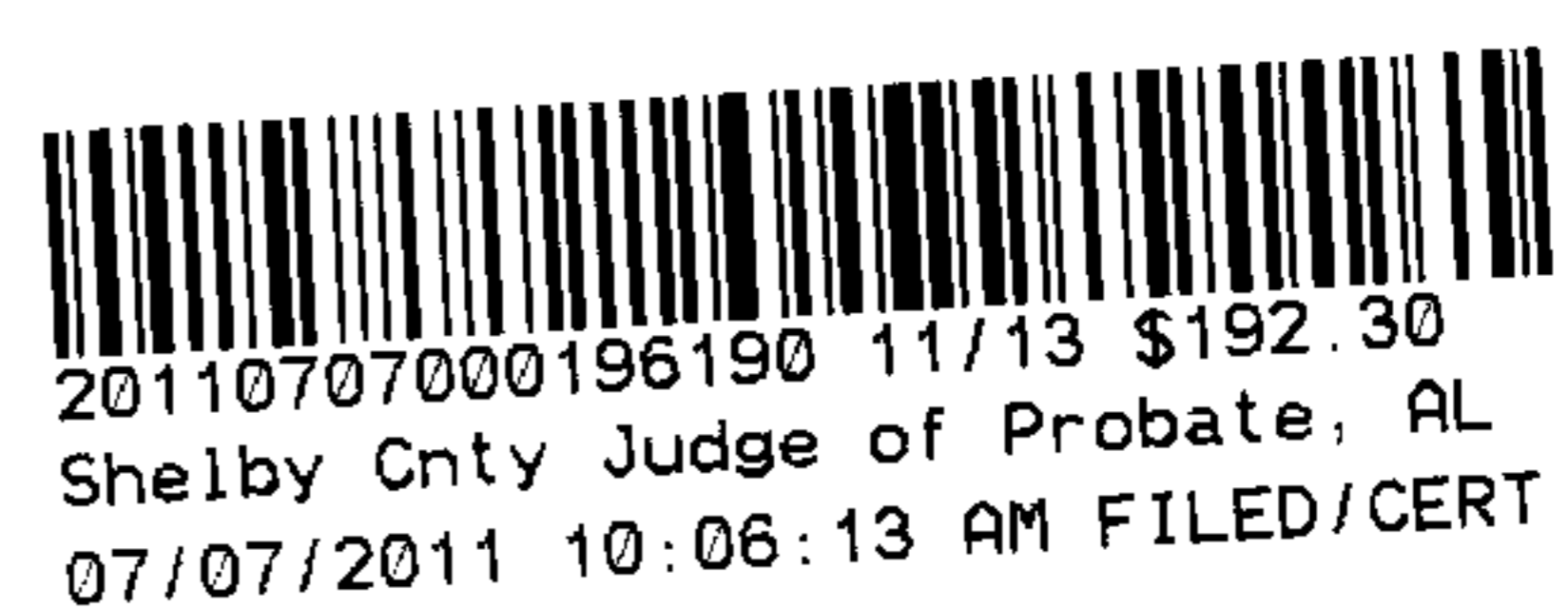
Before me, the undersigned, a Notary Public in and for said County in said State personally appeared, Larry Grissom, who, being by me first duly sworn makes oath that they have read the foregoing Mortgage and know the contents thereof, and that they aver that the facts therein are true and correct.

Larry Grissom Affiant

Sworn to and subscribed before me this 1st day of July, 2011.

My Commission expires: 1-1-2011

Notary Public



Legal Description

A parcel of land located in the SW ¼ of Section 4, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said Section; thence in an Easterly direction, along the South line of said Section, run a distance of 427.98 feet to the point of beginning; thence continue along last described course a distance of 511.32 feet; thence turn 69 degrees 57 minutes 07 seconds left and run in a Northeasterly direction a distance of 269.28 feet; thence turn 90 degrees right in a Southeasterly direction a distance of 490.0 feet to a point on the Northwesterly right of way line of Shelby County Highway 17; thence turn 90 degrees left in a Northeasterly direction a distance of 364.49 feet; thence turn 1 degree 47 minutes left in a Northeasterly direction a distance of 223.80 feet; thence turn 78 degrees 44 minute 34 seconds left in a Northwesterly direction a distance of 523.24 feet to a point, said point lying South of a branch, the center line of said branch being the boundary of herein described property, said center line being North and West of the following described traverse line; from last point turn 19 degrees 26 minutes 08 seconds left in a Northwesterly direction a distance of 81.32 feet; thence turn 14 degrees 54 minutes 45 seconds left in a Southwesterly direction a distance of 118.74 feet; thence turn 16 degrees 16 minutes 30 seconds right in a Northwesterly direction a distance of 199.90 feet; thence turn 89 degrees 28 minutes left in a Southwesterly direction a distance of 106.34 feet; thence turn 83 degrees 14 minutes 30 seconds right in a Westerly direction a distance of 166.20 feet; thence turn 108 degrees 42 minutes 30 seconds left a Southeasterly direction a distance of 85.38 feet; thence turn 98 degrees 41 minutes 15 seconds right in a Southwesterly direction a distance of 104.89 feet; thence turn 108 degrees 12 minutes left in a Southeasterly direction a distance of 110.58 feet; thence turn 62 degrees 54 minutes right in a Southwesterly direction a distance of


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Legal Description - continuation

55.46 feet; thence turn 22 degrees 35 minutes 30 seconds right in a Southwesterly direction a distance of 161.0 feet; thence turn 64 degrees 06 minutes left in a Southerly direction a distance of 73.21 feet; thence turn 71 degrees 21 minutes 15 seconds left in a Southeasterly direction a distance of 97.46 feet; thence turn 5 degrees 36 minutes 30 seconds right in a Southeasterly direction a distance of 54.53 feet; thence turn 82 degrees 06 minutes 44 seconds right in a Southwesterly direction a distance of 136.80 feet; thence turn 11 degrees 22 minutes 14 seconds left in a Southerly direction a distance of 120.78 feet; thence turn 28 degrees 58 minutes right in a Southwesterly direction a distance of 197.32 feet to the point of beginning and the end of said traverse of said creek.


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