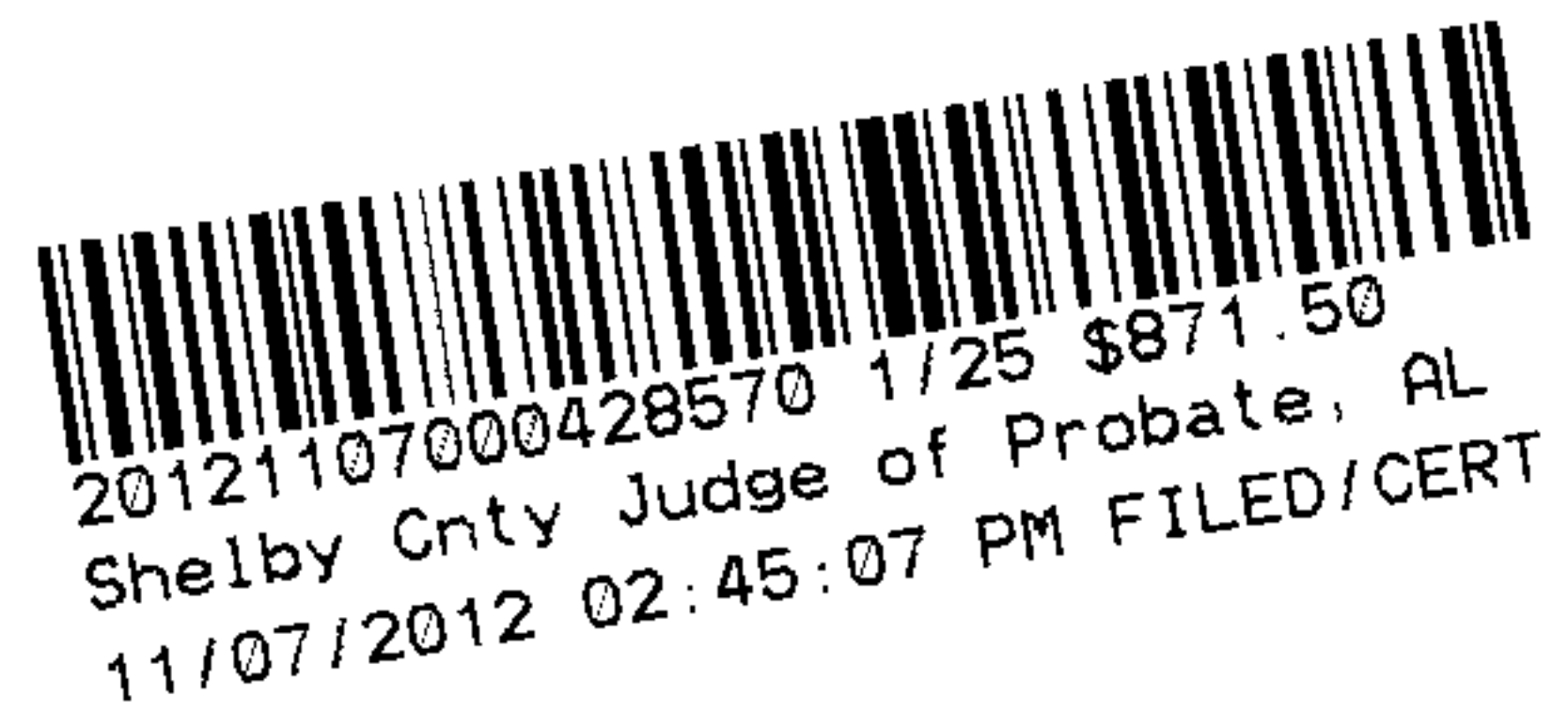


THIS INSTRUMENT PREPARED BY:

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**MORTGAGE, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

Mortgagor:

Maplewood Lane Assisted Living, LLC
411 South 8th Street
Opelika, Alabama 36801

Mortgagee:

Aegis Alabama Venture Fund, LP
2120 16th Avenue South, Suite 100
Birmingham, Alabama 35205

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

THIS MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (herein called the “**Mortgage**”) made as of this 31st day of October, 2012, by **Maplewood Lane Assisted Living, LLC**, an Alabama limited liability company, as Mortgagor (herein called the “**Mortgagor**”) to **Aegis Alabama Venture Fund, LP**, an Alabama limited partnership (herein, together with its successors and assigns, called the “**Lender**”).

Simultaneously with the execution hereof, the Lender is making a loan to the Mortgagor pursuant to a Loan Agreement between Mortgagor and Lender of even date herewith (the “**Loan Agreement**,” all capitalized terms not otherwise defined herein shall have the meaning attributed to such terms in the Loan Agreement) in the aggregate principal amount of Five Hundred Twenty-Five Thousand and No/100ths Dollars (\$525,000.00) (the “**Loan**”), as evidenced by a senior secured promissory note executed by Mortgagor on even date herewith (the “**Note**”). In consideration of the Loan and as security therefor, the Mortgagor has agreed to execute this Mortgage as security for the Obligations. As used herein, “**Obligations**” shall mean the obligation of the Company:

(A) to pay the principal of and interest on the Promissory Note (if issued) in accordance with the terms thereof and to satisfy all of its other liabilities and obligations to Aegis, whether

This is a purchase money mortgage.

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hereunder or otherwise, whether now existing or hereafter incurred, matured or unmatured, direct or contingent, joint or several, including any extensions, modifications, and renewals thereof and substitutions therefor;

(B) to repay to Aegis all amounts advanced by Aegis hereunder or otherwise on behalf of the Company, including, but without limitation, advances for principal or interest payments to prior secured parties, mortgagees, or lienors, or for taxes, levies, insurance, rent, repairs to or maintenance or storage of any of the Collateral;

(C) to reimburse Aegis, on demand, for all of Aegis's expenses and costs, including the reasonable fees and expenses of its counsel, in connection with the preparation, administration, amendment, modification, and enforcement of this Agreement and the documents required or contemplated hereunder, including, without limitations, any proceeding brought or threatened to enforce payment of any of the obligations referred to in the foregoing paragraphs (A) and (B);

(D) the payment of all amounts now or hereafter becoming due and payable under any other Loan Documents, including without limitation the principal amount of the Loan, all interest (including interest that, but for the filing of a petition in bankruptcy, would accrue on any such principal) and all other reasonable fees, charges and costs (including reasonable attorneys' fees and disbursements) payable in connection therewith;

(E) the observance and performance by the Company of all of the provisions of the Loan Documents;

(F) the payment of all sums advanced or paid by the Lender in exercising any of its rights, powers or remedies under the Loan Documents, and all interest (including post-bankruptcy petition interest, as aforesaid) on such sums provided for herein or therein;

(G) the payment and performance of all other indebtedness, obligations and liabilities of the Company to the Lender (including obligations of performance) in connection with this Agreement of every kind whatsoever, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, contracted or arising, joint or several, liquidated or unliquidated, regardless of how they arise or by what agreement or instrument they may be evidenced or whether they are evidenced by agreement or instrument; and

(H) all renewals, extensions, modifications and amendments of any of the foregoing, whether or not any renewal, extension, modification or amendment agreement is executed in connection therewith.

NOW, THEREFORE, in consideration of the Loan and the promises and covenants contained herein and in the Loan Agreement, and in order to secure the payment of the Obligations with the interest thereon, and any extensions or renewals thereof and further to secure the performance of the covenants, conditions and agreements hereinafter set forth, the Mortgagor hereby does irrevocably grant, bargain, sell, convey, assign, alien, remise, release and confirm to the Lender, and to its successors and assigns, in fee simple, with right of entry and possession as pro-

vided below, and grants to the Lender a security interest in, the following (herein together called the “**Mortgaged Property**” or “**Collateral**”):

(A) The land described in Exhibit A attached hereto and made a part hereof (the “**Land**”) as well as all development rights, air rights, water, water rights and water stock relating to the Land, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to any of the Land, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law and in equity of the Mortgagor of, in and to the same, including but not limited to the other rights herein enumerated.

(B) All present and future structures, buildings, improvements and appurtenances of any kind now or hereafter situated on the Land (herein called the “**Improvements**”) and all fixtures, fittings, apparatus, equipment and appliances of every kind and character now or hereafter attached or appertaining to the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all plumbing fixtures, ornamental and decorative fixtures, elevators, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances and sprinkling, smoke, fire and intrusion detection devices, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Mortgage, whether or not attached or affixed to the Land.

(C) All appurtenances to the Land and all rights of the Mortgagor in and to any streets, roads, public places, easements or rights of way relating to the Land.

(D) All the Rents, revenues, receipts, royalties, issues, income and profits of the Land and the Improvements and all rights of the Mortgagor under all present and future leases and subleases affecting the Land and the Improvements.

(E) All proceeds and claims arising on account of any damage to or taking of the Land or any Improvements thereon or any part thereof and all causes of action and recoveries for any loss or diminution in the value of the Land or any Improvements.

(F) All cash, building materials, equipment, fixtures, fittings and appliances of every kind and character now owned or hereafter acquired by the Mortgagor for the purpose of being used for or incorporated in the Improvements, whether such building materials, equipment, fixtures, fittings and appliances are actually located on or adjacent to the Land and whether in storage or otherwise, wheresoever the same may be located, including, without limitation, all lumber and lumber products, bricks, building stones and blocks, sand, cement, roofing and flooring material, paint, doors, windows, hardware, nails, insulations, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures and all gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances.

(G) All furniture, machinery, equipment, appliances and other personal property of every kind and character now owned or hereafter acquired by the Mortgagor and located on or used in

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connection with the Land and the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all furniture (including desks, tables, chairs, sofas, shelves, lockers and cabinets), office furnishings, appointments and supplies, office machines, equipment, appliances and apparatus, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking, washing and cleaning equipment and appliances, floor and window coverings and treatments (including rugs, carpets, draperies, shades, curtains and awnings), building maintenance equipment, appliances and apparatus, tools, implements and instruments, and machinery, equipment and apparatus used or useful in the manufacture, fabrication, production, processing, assembly, handling, conversion, treatment, storage and distribution of goods, raw materials, products, merchandise, articles, stock, wares and commodities.

(H) All general intangibles relating to the development or use of the Land, including, without limitation, all water and sewer allocations, all licenses, all governmental permits relating to construction on the Land, all names under or by which the Land or any Improvements on the Land may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land; and

(I) All shares of stock or other evidence of ownership of any part of the Land that is owned by the Mortgagor in common with others and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Land.

(J) All claims and rights arising under any policy or policies of insurance, and all rights of Company to returned or unearned premiums under all policies of insurance;

(K) all of Mortgagor's rights represented by a judgment or judgments, including any judgment taken on a right to payment that is otherwise a part of the collateral and also any judgment whether or not related to any such right of payment; and all claims arising in tort;

(L) to the extent not listed above as original collateral, Proceeds and products, whether tangible or intangible, of any of the above-described property, and any other tangible or intangible property or rights resulting from the sale, exchange, collection, or other disposition of any of the foregoing, or any portion thereof or interest therein, and the Proceeds thereof; and

(M) to the extent not listed above, any other property or asset of any type whatsoever which is owned, held or controlled by Mortgagor, and any interest of Mortgagor in any property or asset not listed above.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender and to its successors and assigns forever, subject however to the terms and conditions contained herein;

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Obligations shall be paid, at the times and in the manner stipulated in the Note and other Loan Documents and the Mortgagor shall perform and observe or cause to be performed and observed all the covenants

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and promises contained in the Note, this Mortgage and all the other Loan Documents, and any extension, renewal, substitution, modification or replacement thereof, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease, terminate and be void, but shall otherwise remain in full force and effect.

ARTICLE I

COVENANTS OF THE MORTGAGOR

In addition to covenants contained elsewhere herein, the Mortgagor covenants and agrees with the Lender as follows:

1.1 Performance of Loan Documents. The Mortgagor covenants and agrees to pay, perform and observe all covenants, terms, conditions and obligations contained herein and in the other Loan Documents in accordance with their respective terms and to duly and punctually pay the principal and interest due under the Note and all other Obligations secured hereby.

1.2 Warranty of Title. The Mortgagor covenants that it is lawfully seized of an indefeasible estate in fee simple in the Land and other real property hereby mortgaged and has good and absolute title to all existing personal property hereby mortgaged and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges and encumbrances whatsoever except for the Permitted Encumbrances as set forth in the Loan Agreement and that the Mortgagor will warrant and forever defend the title thereto unto the Lender and its successors and assigns against the claims of all persons whomsoever.

1.3 Further Assurances; After Acquired Property. The Mortgagor covenants and represents that all the Loan Documents executed by the Mortgagor have been duly executed and delivered and are valid and enforceable obligations of the Mortgagor in accordance with the terms thereof. The Mortgagor agrees to execute and deliver to the Lender on demand and at the Mortgagor's expense any documents, additional mortgages and instruments of further assurance required or desired by the Lender to effectuate, complete, enlarge, perfect, continue and preserve (a) the Obligations and (b) the lien of this Mortgage as a first lien upon all the Mortgaged Property, whether now owned or hereafter acquired by the Mortgagor. Upon any failure of the Mortgagor to execute and deliver any such instruments, the Lender may execute and record any such instruments for and in the name of the Mortgagor, and the Mortgagor irrevocably appoints the Lender the agent and the attorney-in-fact of the Mortgagor for such purpose. The lien hereof will automatically attach, without further act, to all after-acquired property attached to, made a part of or substituted for any of the Mortgaged Property.

1.4 Assignment of Leases and Rents.

(a) All the existing and future rents, revenues, royalties, issues, income and profits of the Mortgaged Property that arise from its use or occupancy, including, without limitation, security deposits and advance rentals (herein together called the "**Rents**") and all leases, subleases or

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management, leasing or occupancy agreements pertaining to the Land or the Improvements, including, without limitation, any tenant leases (herein together called the "**Leases**") are hereby absolutely and presently assigned to the Lender.

(b) The Mortgagor will not execute any Leases without first having received the prior written approval from the Lender of the form and content of the same. Without limiting the foregoing, any managing, leasing or similar fee shall be subordinated to the lien of this Mortgage.

(c) Without the prior written consent of the Lender, the Mortgagor will not accept prepayments of rent exceeding one month under any of the Leases, nor modify or amend any of the Leases, nor in any manner impair the Mortgagor's interest in the Rents. The Mortgagor will perform all covenants of the lessor under the Leases. Simultaneously with the execution hereof, the Mortgagor will execute and deliver to the Lender for recordation an assignment of leases in form acceptable to the Lender.

(d) If required by the Lender, the Leases must provide, in a manner approved by the Lender, that the Leases are junior and subordinate to the lien of this Mortgage, and that the tenant will recognize as its lessor any person succeeding to the interest of the Mortgagor upon any foreclosure of this Mortgage.

(e) Nothing herein shall render the Lender liable under any existing or future Leases, regardless of the collection of Rents thereunder, for any of the covenants or agreements of the Mortgagor under such Leases.

1.5 Transfer Prohibited. If the Mortgaged Property, or any material part thereof, is sold, transferred, conveyed or encumbered in any manner, voluntarily or involuntarily without the Lender's prior written consent, then such sale, transfer, conveyance, or encumbrance shall constitute a default under this Mortgage and the Lender, at its option, may declare the entire principal indebtedness plus accrued interest due and payable. If any of the stock or membership interest of Mortgagor shall be sold, conveyed, transferred, assigned or exchanged to or with someone other than one of the existing members after the execution and delivery of this Mortgage without the Lender's prior written consent, such transfer shall constitute a transfer or conveyance of the Property which is hereby prohibited. For purposes of this section, "material" shall mean personal property with a value in excess of \$5,000.00.

1.6 Compliance with Laws. The Mortgagor will promptly comply with all present and future laws, ordinances, rules, regulations and requirements of all governmental authorities having jurisdiction over the Mortgaged Property or any part thereof including, without limitation, all zoning regulations and building codes. Without the prior written consent of the Lender, the Mortgagor will not seek, make or consent to any change in the zoning or conditions of use of the Mortgaged Property. The Mortgagor will comply with and make all payments required under the provisions of any covenants, conditions or restrictions affecting the Mortgaged Property.

1.7 Books and Records; Financial Statements; Property Income and Expense Statement. The Mortgagor will keep true and correct financial books and records in which it will make full and correct entries of all its business activities and financial affairs and the operation of

the Mortgaged Property sufficient to reflect correctly the results of all operations, leasing and other income-producing activities by the Mortgagor on the Mortgaged Property, and to permit the preparation of financial statements therefrom in accordance with generally accepted accounting principles. The Lender will have the right to examine, copy, and audit the Mortgagor's records and books of account at all reasonable times. The Mortgagor will deliver to the Lender at such times and in such form and containing such information as shall be required by the Lender, financial statements, including, without limitation, balance sheets, profit-and-loss statements, income and expense statements and all schedules and exhibits thereto as are customarily required by sound accounting practice. Such statements and information shall be prepared in accordance with generally accepted accounting principles by the Mortgagor or, at the Lender's option, by an independent certified public accountant approved by the Lender in advance of delivery of such statements and information.

1.8 Performance by the Lender. The Mortgagor will, at its own expense, appear in and defend any action or proceeding that might affect the Lender's security or the rights or powers of the Lender or that purports to affect any of the Mortgaged Property. If the Mortgagor fails to perform any covenant, condition, term or agreement contained in this Mortgage, or if any action or proceeding of any kind (including but not limited to any bankruptcy, insolvency, arrangement, reorganization or other debtor-relief proceeding) is commenced which might affect the Lender's interest in the Mortgaged Property or the Lender's right to enforce its security, then the Lender may, at its option, take any actions and disburse any sums as may be necessary or desirable to protect or enforce this Mortgage or to remedy the failure of the Mortgagor to perform its covenants (without, however, waiving any default of the Mortgagor). The Mortgagor agrees to pay all reasonable expenses of the Lender thus incurred (including, without limitation, fees and disbursements of counsel). Any such expenses incurred by the Lender will be additional Obligations of the Mortgagor to the Lender secured by this Mortgage, will bear interest as specified in the Note and will be payable by the Mortgagor upon demand. The Lender shall be the sole judge of the necessity for any such actions and of the amount to be paid or expended in connection therewith. The Lender is hereby empowered to enter and to authorize others to enter upon the Land or any part thereof for the purpose of performing or observing any defaulted covenant, condition, term or agreement hereof, without thereby becoming liable to the Mortgagor or any party in possession holding under the Mortgagor. This paragraph will not be construed to require the Lender to incur any expenses or take any actions.

Fixture Filing

1.9 Personal Property.

(a) This Mortgage constitutes a SECURITY AGREEMENT AND FIXTURE FILING with respect to all personal property in which the Lender is granted a security interest hereunder and constitutes a lien on such property, and the Lender shall have all the rights and remedies of a secured party under the Alabama Uniform Commercial Code as well as all other rights and remedies available at law or in equity. The Mortgagor hereby agrees to execute and deliver on demand and to file with the appropriate filing officer or office such security agreements, financing statements, continuation statements or other instruments as the Lender may require in order to impose or perfect, or continue the perfection of, the lien or security interest created hereby, such as a

Handwritten mark

similar description of the Collateral covered by the lien of Lender as set forth in Exhibit B. Notwithstanding the foregoing, the Lender may execute and record any such instruments, and the Mortgagor irrevocably appoints the Lender the agent and the attorney-in-fact of the Mortgagor and authorizes the Lender to make filings for such purpose. Upon the occurrence of an Event of Default hereunder, the Lender shall have the right to cause any of the Mortgaged Property which is personal property and subject to the security interest of the Lender hereunder to be sold at any one or more public or private sales as permitted by applicable law, and the Lender shall further have all other rights and remedies, whether at law, in equity or by statute, as are available to secured creditors under applicable law. At Lender's option, Lender may proceed as to both the personal property and the real property conveyed hereby or any Loan Documents in accordance with the rights and requirements with respect to the real property. Any such disposition may be conducted by an employee or agent of the Lender. Any person, including both the Mortgagor and the Lender, shall be eligible to purchase any part or all of such property at such disposition.

(b) The expenses of retaking, holding, preparing for sale, selling or the like shall be borne by the Mortgagor and shall include the Lender's attorneys' fees and legal expenses. Upon demand of the Lender the Mortgagor shall assemble such personal property and make it available to the Lender at the Land, a place which is hereby deemed to be reasonably convenient to the Lender and the Mortgagor. The Lender shall give the Mortgagor at least five (5) days' prior written notice of the time and place of any public sale or other disposition of such property or of the time of or after which any private sale or other intended disposition is to be made, and if such notice is sent to the Mortgagor, as the same is provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notice to the Mortgagor.

1.10 Expenses. The Mortgagor will pay or reimburse the Lender for all costs and expenses (including, without limitation, attorneys' fees) incurred by the Lender in connection with the closing of the Loan (whether or not collected at closing and including, without limitation, all title, recording, survey, and legal fees and expenses), in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which the Lender is involved or is made a party, or appears as party plaintiff or defendant, affecting the Note, Mortgage, the other Loan Documents, the Mortgagor or the Mortgaged Property, including, without limitation, the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property or any action to protect the security hereof or to enforce any provision hereof and in any situation where the Lender employs an attorney to protect the Lender's rights hereunder, whether or not legal proceedings are commenced or involved. Any such expenses incurred by the Lender will be additional Obligations of the Mortgagor to the Lender secured by this Mortgage, will bear interest at the rate specified in the Note and will be payable by the Mortgagor upon demand.

1.11 Monthly Insurance Premium and Tax Deposits. At any time upon the demand by Lender, the Mortgagor will pay to the Lender on the first day of each month, together with and in addition to the regular installment of principal and interest on the Note, an amount equal to one-twelfth (1/12) of the yearly taxes, assessments and hazard insurance premiums as estimated by the Lender to be sufficient to enable the Lender to pay, at least thirty (30) days before they become due, all taxes, assessments, casualty insurance premiums and other similar charges against the Mortgaged Property or any part thereof. Such added payments shall not be deemed to be trust funds but may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereof.

Such amounts shall be used by the Lender to pay ad valorem taxes, assessments and casualty insurance premiums when due. Upon demand of the Lender, the Mortgagor agrees to deliver to the Lender such additional moneys as are necessary to make up any deficiencies in the amounts necessary to enable the Lender to pay such taxes, assessments, insurance premiums and similar charges. In the event of an occurrence of an Event of Default under any of the Loan Documents as herein or therein defined, the Lender may apply to the reduction of the sums secured hereby, in such manner as the Lender shall determine, any such amount remaining to the Mortgagor's credit.

1.12 Other Taxes, Utilities and Liens.

(a) The Mortgagor will pay promptly when and as due, and will promptly deliver to the Lender receipts for the payment of, all taxes, assessments, water rates, dues, charges, fines and impositions of every nature whatsoever levied, assessed or imposed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Lender in the Mortgaged Property, as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality, district or other taxing authority upon the Mortgagor or in respect of the Mortgaged Property or any part thereof, or any lien or charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of the Mortgage for any amounts secured hereby or would have priority over or equality with the Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof.

(b) The Mortgagor will promptly pay all charges by utility companies, whether public or private, for electricity, gas, water, sewer or other utilities.

(c) The Mortgagor will promptly pay and will not suffer any mechanic's, laborer's, statutory or other lien which might or could be prior to or equal to the lien of the Mortgage to be created or to remain outstanding upon any of the Mortgaged Property.

(d) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Lender with respect to the Loan, the entire balance of the principal sum secured by the Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Lender.

1.13 Insurance.

(a) Mortgagor shall keep the Improvements insured, and shall maintain during the entire term of this Mortgage, comprehensive general liability coverage and such other coverages requested by Lender, by carrier(s), in amounts and in form at all times satisfactory to Lender, which carrier(s), amounts and form shall not be changed without the prior written consent of Lender. All such policies of insurance shall be issued by insurers qualified under the laws of the state in which the Land is located, duly authorized and licensed to transact business in such state and reflecting a rating of AA or better. Mortgagor shall maintain all coverages on the Property as are required by Lender at the closing of the Loan, and all other coverages as may be deemed necessary by Lender

from time to time during the term of the Loan. Any failure by Lender to insist on full compliance with all of the above insurance requirements at closing does not constitute a waiver of Lender's right to subsequently require full compliance with these requirements. All policies required hereunder shall be indicated by evidence of insurance on the Accord 28 form of certificate (as such form may be updated and renamed from time to time), naming Lender as loss payee and as additional insured. Unless Mortgagor provides Lender with evidence of the insurance coverage required by this Mortgage, Lender may purchase insurance at Mortgagor's expense to protect Lender's interests in the Property and to maintain the insurance required by this Mortgage. This insurance may, but need not, protect Mortgagor's interests. The coverage purchased by Lender may not pay any claim made by Mortgagor or any claim that is made against Mortgagor in connection with the Property or any required insurance policy. Mortgagor may later request to cancel any insurance purchased by Lender, but only after providing Lender with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Lender purchases insurance for the Property or insurance otherwise required by this Mortgage, Mortgagor will be responsible for the costs of that insurance, including interest and other charges imposed by Lender in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Obligations. The costs of the insurance may be more than the cost of insurance Mortgagor is able to obtain on its own. If the Land is located in a flood hazard area or if required pursuant to §102 of the Flood Disaster Protection Act of 1973, flood insurance in an amount acceptable to the Lender shall also be provided by the Mortgagor. The Mortgagor shall deliver to the Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the Obligations secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

(b) The Lender is hereby authorized and empowered to adjust or compromise any loss under any insurance policies on the Mortgaged Property 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 the Lender instead of to the Mortgagor and the Lender jointly. Prior to exercising its rights under this subparagraph, Lender will make a good faith effort to consult with Mortgagor concerning the adjustment or compromise of any loss. After deducting from said insurance proceeds any expenses incurred by it in the collection or handling of such proceeds, the Lender may apply the net proceeds, in its sole discretion, either toward restoring the Improvements or as a credit on any portion of the Obligations secured hereby whether then matured or to mature in the future, or at the option of the Lender, such sums either wholly or in part may be paid over to the Mortgagor to be used to repair the Improvements or to construct new improvements in their place or for any other purpose or object satisfactory to the Lender without affecting the lien of the Mortgage for the full amount secured hereby before such payment took place. The Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

1.14 Condemnation. If all or any part of the Land or the Improvements shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the Obligations secured hereby shall at the option of the Lender become immediately due and payable. The Lender 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 the Mortgagor's name any action or proceeding relating to any condemnation. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Lender, which, after deducting therefrom all its expenses, including attorney's fees, may release any moneys so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Lender shall determine to the payment of the Obligations secured hereby, and any balance of such moneys then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require.

1.15 Care of the Property; Inspection.

(a) The Mortgagor will preserve and maintain the Mortgaged Property in good condition and repair and 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 Mortgaged Property or any part thereof or which might invalidate any insurance carried on the Mortgaged Property.

(b) Except as otherwise provided herein, no buildings, fixtures, personal property or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender. The Mortgagor may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, appliances, machinery, fixtures or appurtenances which are subject to the lien hereof and which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at the time of disposition thereof Ten Thousand Dollars (\$10,000.00) for any single transaction, or a total of Twenty-Five Thousand Dollars (\$25,000.00) in any one year, upon replacing the same by, or substituting for the same, other furniture, furnishings, equipment, appliances, machinery, fixtures or appurtenances not necessarily of the same character but of at least equal value to the Mortgagor and costing not less than the amount realized from the property sold or otherwise disposed of, and such replacement or substitute property shall forthwith become, without further action, subject to the lien of this Mortgage.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Mortgagor will give immediate written notice of the same to the Lender.

(d) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Mortgagor will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether insurance proceeds exist, are made available or are sufficient. If any part of the Mortgaged Property shall be physically damaged through condemnation, the Mortgagor will promptly restore, repair or alter the remaining property in a manner satisfactory to the Lender.

1.16 Estoppel Affidavits. Within ten (10) days after written request from the Lender, the Mortgagor shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Note and stating whether or not any offsets or defenses exist against such principal and interest, specifying the nature of the same.

1.17 **Environmental Matters.**

(a) The Mortgagor represents and warrants that the Mortgagor and the tenants of the Mortgaged Property will fully comply with all applicable federal, state or local laws, ordinances and regulations governing or pertaining to the use, generation, manufacture, release, storage or disposal of hazardous, toxic or dangerous waste, substances or materials (herein collectively called "**Hazardous Substances**") defined as such in or for purposes of CERCLA and all other applicable federal, state or local laws, ordinances and regulations. The Mortgagor will adequately secure, protect and supervise the Mortgaged Property to prevent unregulated, unpermitted or illegal generation, manufacture, release, storage or disposal of any Hazardous Substance.

(b) The Mortgagor further agrees to indemnify the Lender from loss (including, without limitation, attorneys' fees) arising directly or indirectly by reason of the violation, whether past, present or future, of the foregoing warranties, representations and agreements or arising from the presence, existence, use, generation, manufacture, release, storage or disposal of any Hazardous Substance on the Mortgaged Property.

(c) Subject to Section 3.2 of the Environmental and Hazardous Substance Indemnity Agreement, the Lender shall have the right, without prior notice, to conduct an inspection of the Mortgaged Property for Hazardous Substances, including, without limitation, asbestos, at any time during the term of the Loan and in sufficient detail to permit the Lender to determine whether Hazardous Substances are present, in use or have been disposed of on the Mortgaged Property. The Mortgagor will pay or reimburse the Lender for all reasonable expenses incurred in connection with any environmental inspection of the Mortgaged Property and any such expenses will be additional Obligations of the Mortgagor to the Lender secured by this Mortgage, will bear interest as specified in the Note and will be payable on demand. The Lender is hereby empowered to enter and to authorize others to enter upon the Land or Improvements for the purpose of performing an environmental inspection, without thereby becoming liable to the Mortgagor or any party in possession holding under the Mortgage.

ARTICLE II

EVENTS OF DEFAULT AND REMEDIES

2.1 Events of Default. The following shall be "Events of Default" hereunder, and the term "**Event of Default**" as used herein shall mean any one or more of the following events:

(a) Upon the occurrence of a default under Section 1.5 hereof or upon the failure of the Mortgagor to insure the Mortgaged Premises as required by the Loan Documents;

(b) The failure by the Mortgagor to perform any other covenant, condition or agreement contained in this Mortgage and the continuation of such failure for a period of fifteen (15) days; or

(c) The occurrence of any other event which under the Loan Documents constitutes an "Event of Default" thereunder.

2.2 Remedies. Upon the occurrence of an Event of Default, the Lender may, at its continuing option, and without notice to or demand upon the Mortgagor

(a) Declare all or any part of the Obligations secured by this Mortgage and the interest accrued thereon to be due and payable immediately;

(b) Enter onto and take possession of the Mortgaged Property and manage and operate the same, all as more particularly provided hereafter;

(c) Collect the Rents as more particularly provided hereinafter;

(d) Cause all or any part of the Mortgaged Property to be sold under the power of sale granted by this Mortgage in any manner permitted by applicable law as more particularly provided hereinafter; or

(e) Exercise any other right or remedy granted hereunder or under any of the other Loan Documents or available at law or in equity.

2.3 Right of Lender to Enter and Take Possession.

(a) If an Event of Default shall have occurred, upon demand of the Lender the Mortgagor shall forthwith surrender to the Lender the actual possession of the Mortgaged Property, and if and to the extent permitted by law, the Lender may enter and take possession of all or any part of the Mortgaged Property and may exclude the Mortgagor and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, the Lender may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property, (ii) insure or keep the Mortgaged Property insured, (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the 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 the Lender, all as the Lender from time to time may determine to be to its best advantage, and the Lender may collect and receive all the Rents of such Mortgaged Property including those past due as well as those accruing thereafter.

(c) The Lender may deduct from such Rents (i) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (ii) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions, (iii) the cost of such insurance, (iv) such taxes, assessments and other charges prior to the lien of this Mortgage as

the Lender may determine to pay, (v) other proper charges upon the Mortgaged Property or any part thereof, and (vi) the reasonable compensation, expenses and disbursements of the attorneys and agent of the Lender. The Lender shall apply the remainder of the moneys so received to the payment of Obligations secured by this Mortgage, whether due or to become due, in whatever order and proportions the Lender elects in its absolute discretion and without regard to the adequacy of its security.

(d) Whenever all such Events of Default have been cured and satisfied, the Lender may, at its option, surrender possession of the Mortgaged Property to the Mortgagor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur.

2.4 Collection of Rents. If an Event of Default shall have occurred, the Lender may collect the Rents itself or by an agent or receiver. No action taken by the Lender to collect any Rents will make the Lender a "mortgagee-in-possession" of the Mortgaged Property, and possession by a court-appointed receiver will not be considered possession by the Lender. All Rents collected by the Lender or a receiver will be applied first to pay all expenses of collection, and then to the payment of all costs of operation and management of the Mortgaged Property, and then to the payment of Obligations secured by this Mortgage in whatever order and proportions the Lender elects in its absolute discretion and without regard to the adequacy of its security.

2.5 Power of Sale. If an Event of Default shall have occurred, the Lender may sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the courthouse door in the county where the Land is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county. Upon payment of the purchase money, the Lender or any person conducting the sale for the Lender is authorized to execute to the purchaser at said sale a deed to the property so purchased. The Lender may bid at said sale and purchase said property or any part thereof if the highest bidder therefor. At any foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner the Lender may elect in its sole discretion.

2.6 Application of Sale Proceeds. The proceeds of any sale under this Mortgage will be applied in the following manner:

First, to the payment of the costs and expenses of the sale, including but not limited to the Lender's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of the Lender, together with interest at the rate provided under the Note on all advances made by the Lender.

Second, to the payment of all sums expended by the Lender under the terms of this Mortgage and not yet repaid, together with interest on such sums at the rate provided herein.

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Third, to the payment of the Obligations secured by this Mortgage, whether due or to become due, in whatever order and proportions the Lender elects in its absolute discretion and without regard to the adequacy of its security.

Fourth, to the remainder, if any, to the person or persons appearing of record to have an interest in the property sold.

2.7 Lender's Option on Foreclosure. At the option of the Lender, this Mortgage may be foreclosed as provided by law or in equity, in either event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. The Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and in the event the Lender exercises its option to foreclose the Mortgage in equity, the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Mortgagor, a defense to any proceedings instituted by the Lender to collect the sums secured hereby.

2.8 Receiver.

(a) If an Event of Default shall have occurred, the Lender, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the Obligations or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the Rents.

(b) The Mortgagor will pay to the Lender upon demand all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this paragraph. All such expenses will be additional Obligations secured by this Mortgage, will bear interest as specified in the Note and will be payable upon demand.

2.9 Waiver of Manner of Sale. The Mortgagor waives all rights to direct the order or manner in which any of the Mortgaged Property will be sold in the event of any sale under this Mortgage, and also any right to have any of the Mortgaged Property marshaled upon any sale. The Lender may in its discretion sell any real and personal property together or in parts, in one or more sales, and in any sequence the Lender selects.

2.10 Suits to Protect the Mortgaged Property. The Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the Rents 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 would impair the security hereunder or be prejudicial to the interest of the Lender.



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ARTICLE III

GENERAL PROVISIONS

3.1 Waiver of Exemption. The Mortgagor waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and the Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the Obligations secured hereby.

3.2 Delay or Omission No Waiver. No delay or omission of the Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every right, power and remedy given by this Mortgage to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

3.3 No Waiver of One Default to Affect Another.

(a) No waiver of any Event of Default hereunder shall extend to or shall affect any subsequent or any other Event of Default or shall impair any rights, powers or remedies consequent thereto.

(b) If the Lender (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security for the payment thereof, (iii) waives or does not exercise any right granted herein or in the other Loan Documents, (iv) releases any part of the Mortgaged Property from the lien of this Mortgage or otherwise changes any of the terms of the Note or this Mortgage, (v) consents to the filing of any map, plat or replat of the Land, (vi) consents to the granting of any easement on the Land, (vii) makes or consents to any agreement subordinating the lien hereof, or (viii) enters into any agreement with the Mortgagor or any partner or stockholder of the Mortgagor or any one or more of them changing any term of the Loan Documents or releasing any partner or stockholder of the Mortgagor or any security or respecting any matter whatsoever, then any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, this Mortgage or otherwise of the Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor, nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted upon an Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender, shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Lender, without notice to any party is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the Obligations secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

3.4 Discontinuance of Proceedings; Position of Parties Restored. In case the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or

otherwise, and such proceedings shall have been discontinued or abandoned for any reason, then and in every such case the Mortgagor and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding has been taken.

3.5 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any 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. The Lender may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

3.6 Notices. All notices given under this Mortgage must be in writing and must be served as provided for in the Loan Agreement.

3.7 Inspection.

(a) The Lender and its respective agents and representatives will have the right at any reasonable time to enter the Property and inspect all parts thereof. The Lender will also have the right to examine, copy, and audit the books, records, accounting data and other documents of the Mortgagor relating to the Mortgaged Property.

(b) The Lender is under no duty to supervise or inspect the Mortgaged Property or the operation of the Mortgaged Property or to examine any books and records. Any inspection or examination by the Lender is for the sole purpose of protecting the Lender's security and preserving the Lender's rights under this Mortgage. No default of the Mortgagor will be waived by any inspection by the Lender.

3.8 Status and Authority. If the Mortgagor is a corporation, partnership or other entity:

(a) The Mortgagor warrants that (i) it is duly organized and validly existing, in good standing under the laws of the State of Alabama; (ii) it has the power, authority and legal right to carry on the business now being conducted by it and to engage in the transactions contemplated by the Loan Documents; and (iii) the execution and delivery of the Loan Documents and the performance and observance of the provisions thereof have been duly authorized by all necessary action.

(b) The Mortgagor agrees that so long as any of its obligations hereunder or under the Loan Documents remain unsatisfied, it will not dissolve or liquidate (in whole or in part) its existence and that it will maintain its existence and will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or partnership without the prior written consent of the Lender.

3.9 Joint and Several Liability. If the Mortgagor consists of more than one person or entity, each will be jointly and severally liable to perform the Obligations of the Mortgagor.

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3.10 Successors. The terms of this Mortgage will bind and benefit the heirs, legal representatives, successors and assigns of the Mortgagor and the Lender.

3.11 Amendments. This Mortgage may not be modified or amended except by a written agreement signed by the parties. Mortgagor agrees that any modification entered into by the parties, including, without limitation, any changes in the interest rate, payment schedule, maturity date or increases in the amount outstanding, shall not affect or impair the priority of the lien of this Mortgage.

3.12 Applicable Law. This Mortgage shall be governed by the laws of the State of Alabama.

3.13 Venue. Mortgagor hereby irrevocably and unconditionally agrees that the sole and exclusive venue for any dispute arising out or relating to this Mortgage, any action arising from or relating to the Loan Documents, or any dispute whatsoever between the Mortgagor and Lender, unless altered by written agreement of the parties, shall be in either (i) the United States District Court for the Northern District of Alabama, or (ii) the Circuit Court of Jefferson County, Alabama, Birmingham Division, and the Mortgagor consents to such jurisdiction and venue, and knowingly waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same. Notwithstanding this selection of venue, Lender, at its sole and exclusive option, may pursue any remedies as to real property in the county in which the real property lies.

3.14 Service of Process. Mortgagor hereby irrevocably and unconditionally agrees that service of process in any such action or proceeding as set forth in Section 3.13 may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Mortgagor at its address set forth the Loan Agreement, or at such other address of which the Lender shall have been notified pursuant to the terms of the Loan Agreement; and that nothing herein shall affect the right of the Lender to effect service of process in any other manner permitted by law.

3.15 WAIVER OF TRIAL BY JURY. MORTGAGOR AND LENDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM OF ANY TYPE AS TO ANY MATTER ARISING DIRECTLY OR INDIRECTLY OUT OF OR WITH RESPECT TO THIS MORTGAGE, THE GUARANTY AGREEMENTS, THE PROMISSORY NOTE, OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HERewith OR THEREWITH, AS WELL AS ANY OTHER CLAIM OF ANY KIND WHATSOEVER BETWEEN THE MORTGAGOR AND LENDER, REGARDLESS OF THE SOURCE OF THE DISPUTE; AND THE MORTGAGOR AND LENDER AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED FOR AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY OF ANY KIND WHATSOEVER BETWEEN THEM

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SHALL INSTEAD OF TRIED IN A COURT OF COMPETENT JURISDICTION, AS CHOSEN BY THE PARTIES HEREIN, BY A JUDGE SITTING WITHOUT A JURY.

3.16 Counterparts. This Mortgage may be executed in counterparts, but all counterparts shall constitute but one and the same document.

3.17 Entire Agreement. This Mortgage and the other Loan Documents constitute the entire agreement between the parties and supersede all prior agreements and understandings including, without limitation, any loan commitment letter from the Lender to the Mortgagor.

3.18 Severability. The provisions of this Mortgage are severable, and the invalidity or unenforceability of any one or more provisions of this Mortgage will in no way affect any other provision.

3.19 Interpretation. The term "Mortgagor" includes both the original Mortgagor and any subsequent owner or owners of any of the Mortgaged Property, and the term "Lender" includes the original Lender, and also any future owner or holder, including pledgees, assignees and participants, of the Note or any interest therein. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs of this Mortgage are for convenience only and do not define or limit any terms or provisions.

[SIGNATURE PAGE FOLLOWS]



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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage, Assignment of Rents, Security Agreement and Fixture Filing to be executed by its duly authorized manager on the day and year first above written.

MORTGAGOR:

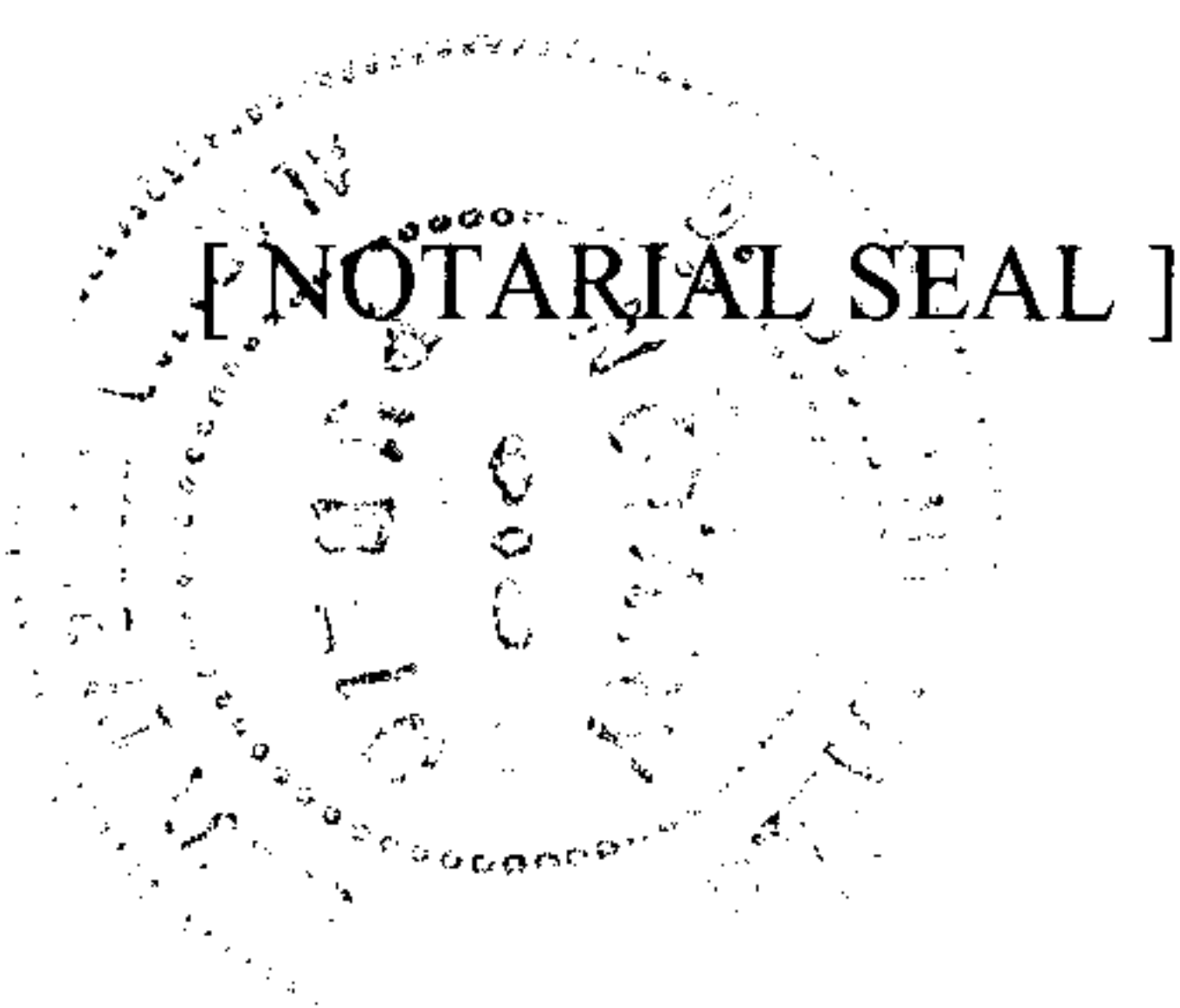
MAPLEWOOD LANE ASSISTED LIVING, LLC

Shashi Sharma
By: Shashi Sharma, M.D.
Its: Manager and Authorized Representative

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Shashi Sharma, M.D.**, whose name as the manager and/or authorized member of **Maplewood Lane Assisted Living, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and official seal of office, this 1st day of ^{November}~~October~~, 2012.



D3 Fur
Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 12, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS

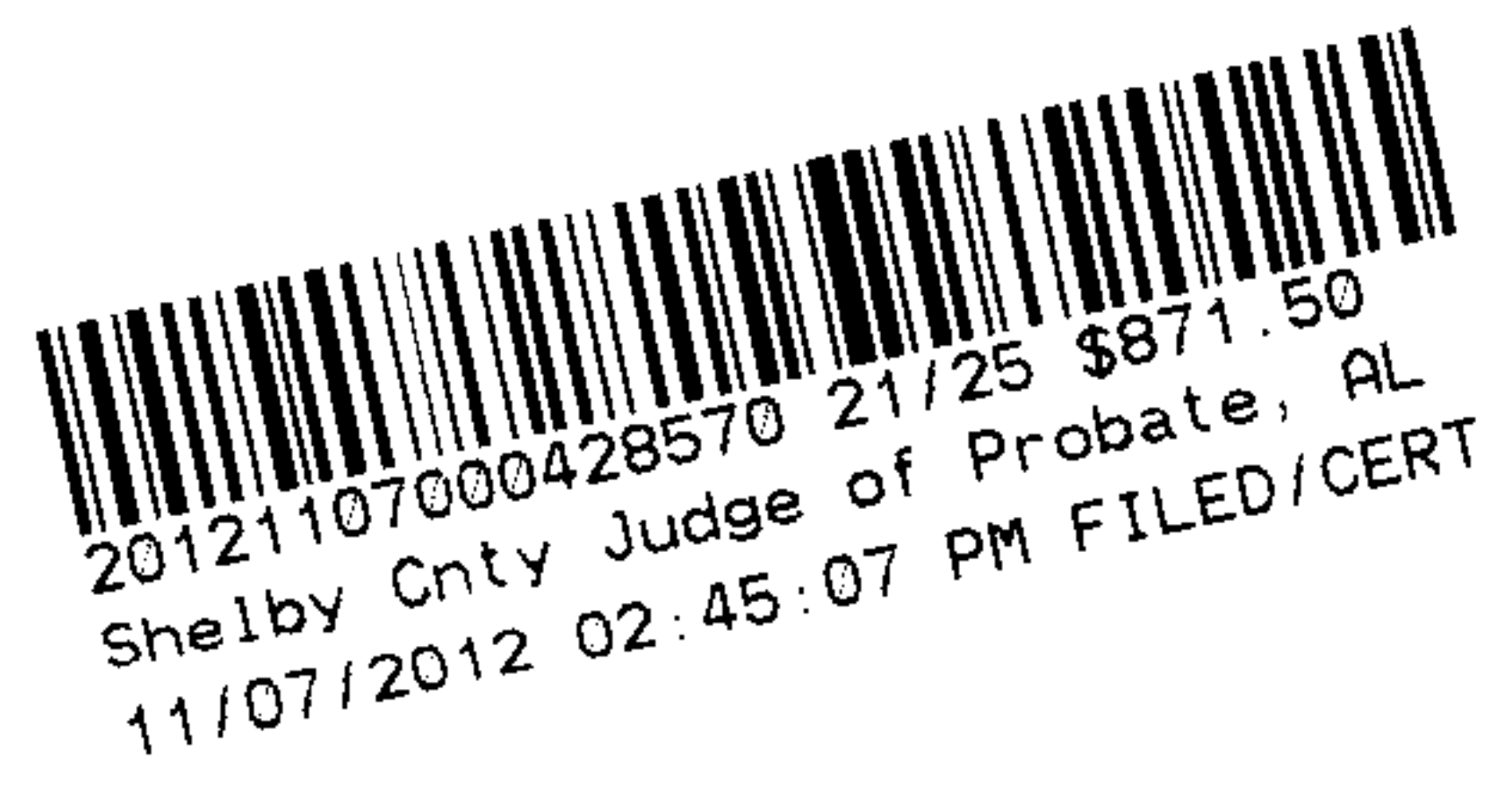
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Shelby Cnty Judge of Probate, AL
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EXHIBIT A

The "Land"

A parcel of land situated in the SE 1/4 of the SW1/4 of Section 15, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of the SE 1/4 of the SW 1/4; thence South 84 degrees 57 minutes 14 seconds East along said Quarter-Quarter line for a distance of 355.00 feet to a point on the Easterly right-of-way line of an unnamed R.O.W.; thence run North 08 degrees 08 minutes 12 seconds East along said R.O.W. for a distance of 173.90 feet to the POINT OF BEGINNING; thence continue Northerly along said line for a distance of 203.99 feet, thence run South 85 degrees 00 minutes 16 seconds East for a distance of 8.37 feet; thence run South 71 degrees 49 minutes 09 seconds East for a distance of 81.44 feet; thence run South 80 degrees 01 minutes 28 seconds East for a distance of 86.24 feet; thence continue Easterly along said line for a distance of 44.05 feet; thence run South 08 degrees 07 minutes 00 seconds West for a distance of 174.07 feet, thence North 85 degrees, 00 minutes 00 seconds West for a distance of 19.03 feet; thence continue Westerly along said line for a distance of 200.11 feet to the POINT OF BEGINNING. ALSO, commence at the Southwest corner of the SE 1/4 of the SW 1/4; thence run South 84 degrees 57 minutes 14 seconds East along said Quarter-Quarter line for a distance of 355.00 feet to a point on the Easterly right-of-way line of an unnamed R.O.W., said point being the POINT OF BEGINNING; thence run North 08 degrees 08 minutes 12 seconds East for a distance of 173.90 feet; thence run South 85 degrees 00 minutes 00 seconds East for a distance of 200.11 feet; thence run South 08 degrees 07 minutes 00 seconds West for a distance of 174.06 feet; thence run North 84 degrees 57 minutes 14 seconds West for a distance of 200.16 feet to the POINT OF BEGINNING.



SL

EXHIBIT B

EXHIBIT TO UCC-1 FINANCING STATEMENT

COMPANY:

Maplewood Lane Assisted Living, LLC
411 South 8th Street
Opelika, Alabama 36801

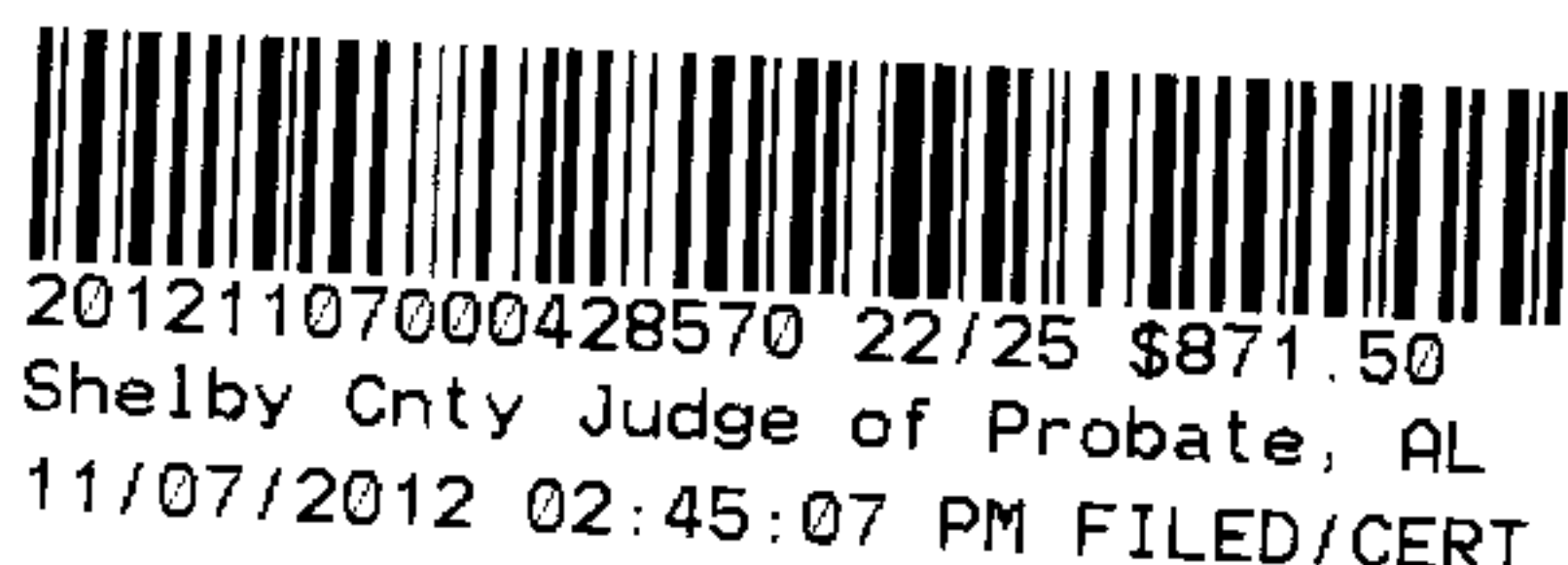
SECURED PARTY:

Aegis Alabama Venture Fund, LP
2120 16th Ave. South, Suite 100
Birmingham, Alabama 35205

This financing statement covers the following types (or items) of property:

All of Company's right, title and interest in and to the following property, assets and rights, and all Proceeds and products thereof, all of which shall constitute original collateral hereunder, wherever located, and whether now owned or hereafter acquired or arising (all of the same being hereinafter referred to as the "**Collateral**");

- (a) all Accounts;
- (b) all Inventory, including all goods, merchandise, raw materials, work in process, finished goods, and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Company's business;
- (c) all Equipment;
- (d) all General Intangibles, including Payment Intangibles, Software (including, without limitation, all code (whether object code, source code, program code or otherwise) and all documentation associated therewith), patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, engineering drawings, service marks, customer lists, goodwill, all other intellectual property rights, all licenses of intellectual property rights from third parties, and all other licenses, permits, agreements of any kind or nature pursuant to which Company possesses, uses or has the authority to possess or use property of others;
- (e) all Records indicating, summarizing or evidencing its assets or liabilities, or relating to its business operations, financial condition or any of the other Collateral, and all media and storage devices or cabinets in or on which such records are kept or stored;
- (f) all Accessions and Commingled Goods;
- (g) all Goods, including returned and repossessed Goods;
- (h) all Investment Property and Commodity Accounts;
- (i) all Letters of Credit, Letter-of-Credit Rights, Instruments, Promissory Notes, Drafts, Documents, and Chattel Paper (including Electronic Chattel Paper and Tangible Chattel Paper);



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(j) all Money or other assets of Company that now or hereafter come into the possession, custody, or control of Secured Party or any agent or bailee thereof;

(k) all Deposit Accounts;

(l) all As-Extracted Collateral;

(m) all Commercial Tort Claims held by the Company;

(n) all Farm Products and timber;

(o) all Fixtures;

(p) all claims and rights arising under any policy or policies of insurance, and all rights of Company to returned or unearned premiums under all policies of insurance;

(q) all of Company's rights represented by a judgment or judgments, including any judgment taken on a right to payment that is otherwise a part of the collateral and also any judgment whether or not related to any such right of payment;

(r) all claims arising in tort;

(s) all other right, title and interest of Company in any claim or any right in personal property, whether tangible or intangible, that is capable of being assigned or transferred under applicable law without obligating Secured Party, other than with its consent or at its election, to perform Company's obligations thereunder or with respect thereto;

(t) all Supporting Obligations with respect to any of the Collateral; and

(u) to the extent not listed above as original collateral, Proceeds and products, whether tangible or intangible, of any of the above-described property, and any other tangible or intangible property or rights resulting from the sale, exchange, collection, or other disposition of any of the foregoing, or any portion thereof or interest therein, and the Proceeds thereof.

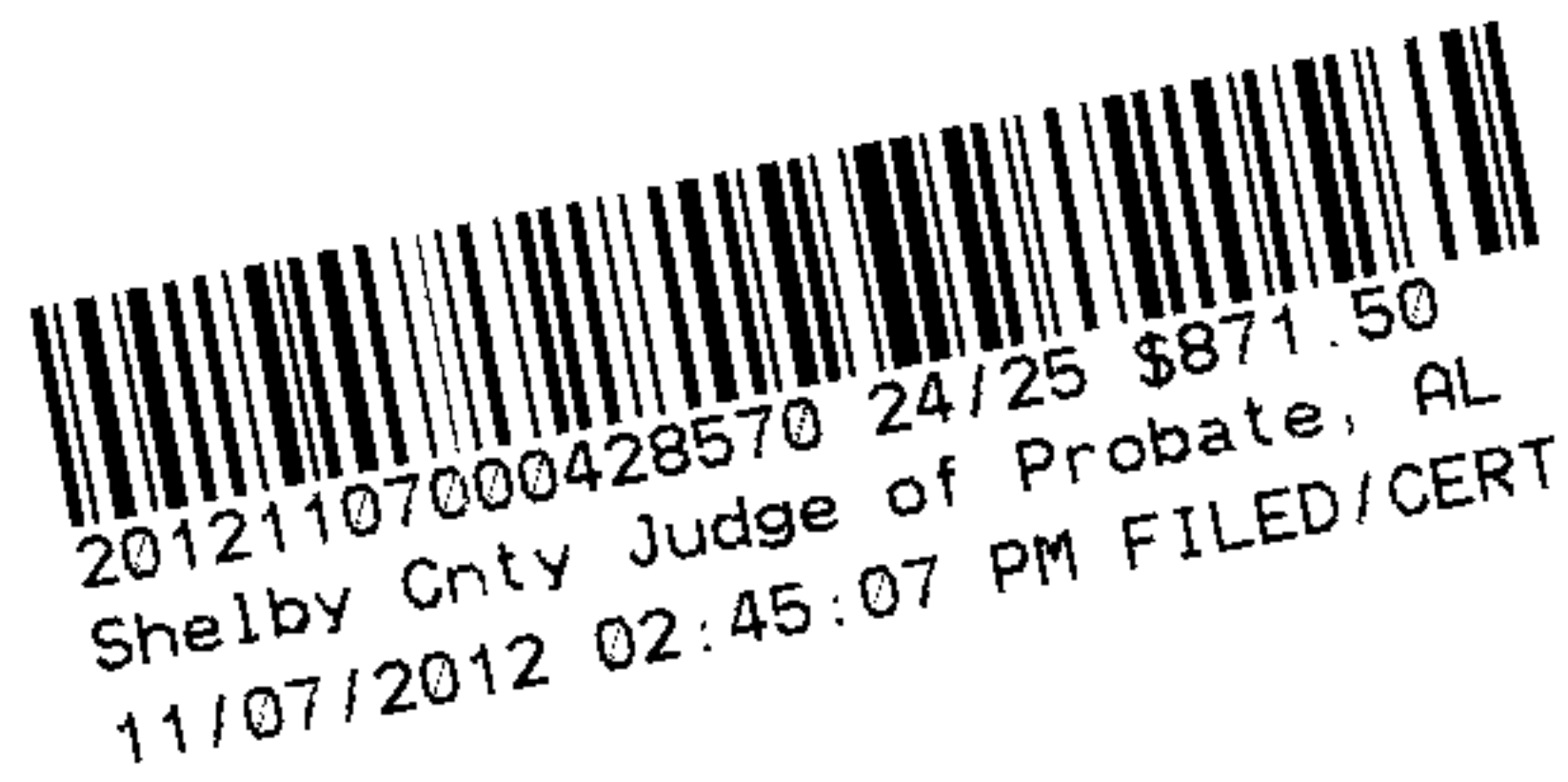
Capitalized terms used in this financing statement without definitions shall have the respective meanings given to them under the Uniform Commercial Code as adopted and in effect from time to time under the applicable jurisdiction. As used in this financing statement, unless the context clearly requires otherwise:

(a) References to "Proceeds" do not authorize any sale, transfer, or other disposition of Collateral by the Company.

(b) The words "includes" and "including" are not limiting, but instead have the inclusive meaning represented by the phrase "including, without limitation."

(c) The word "or" has the inclusive meaning represented by the phrase "and/or."

- (d) The word “all” includes “any” and the word “any” includes “all.”
- (e) References to the plural include the singular, and references to the singular include the plural.
- (f) References to any gender include each other gender.
- (g) References to any law include every amendment or supplement to it, rule and regulation adopted under it, and successor or replacement for it.



gls

(Legal Description)

for UCC-1 Exhibit B

A parcel of land situated in the SE 1/4 of Section 15, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama being more particularly described as follows: Commence at the Southwest corner of the SE 1/4 of the SW 1/4; thence South 84 degrees 57 minutes 14 seconds East along said Quarter-Quarter line for a distance of 355.00 feet to a point on a Easterly right-of-way line of an unnamed R.O.W.; thence run North 08 degrees 08 minutes 12 seconds East along said R.O.W. for a distance of 173.90 feet to the POINT OF BEGINNING; thence continue Northerly along said line for a distance of 203.99 feet, thence run South 85 degrees 00 minutes 16 seconds East for a distance of 8.37 feet; thence run South 71 degrees 49 minutes 09 seconds East for a distance of 81.44 feet; thence run South 80 degrees 01 minutes 28 seconds East for a distance of 86.24 feet; thence continue Easterly along said line for a distance of 44.05 feet; thence run South 08 degrees 07 minutes 00 seconds West for a distance of 174.07 feet; thence North 85 degrees 00 minutes 00 seconds West for a distance of 19.03 feet; thence continue Westerly along said line for a distance of 200.11 feet to the POINT OF BEGINNING.

ALSO, commence at the Southwest corner of the SE 1/4 of the SW 1/4; thence run South 84 degrees 57 minutes 14 seconds East along said Quarter-Quarter line for a distance of 355.00 feet to a point on the Easterly right-of-way line of an unnamed R.O.W., said point being the POINT OF BEGINNING; thence run North 08 degrees 08 minutes 12 seconds East for a distance of 173.90 feet; thence run South 85 degrees 00 minutes 00 seconds East for a distance of 200.11 feet; thence run South 08 degrees 07 minutes 00 seconds West for a distance of 174.06 feet; thence run North 84 degrees 57 minutes 14 seconds West for a distance of 200.16 feet to the POINT OF BEGINNING.



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Shelby Cnty Judge of Probate, AL
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