

MORTGAGE

THIS MORTGAGE is made on 12th day of Nov, 2012, between the mortgagor, **HELENA PROPERTIES, LLC** (hereinafter "Mortgagor"), a limited liability company organized existing under the laws of the State of Alabama, and the mortgagee, **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** (hereinafter "Mortgagee"), a corporation organized and existing under the laws of the State of Connecticut.

WHEREAS there is an indebtedness to the Mortgagee pursuant to indebtedness which is evidenced by an Indemnity Agreement dated October 9, 2003, ("the Indemnity Agreement"), executed by Harcon, Inc., 905 Union Hill, LLC, Helena Properties, LLC, Hardin Realty, LLC, Janet Hardin and Michael A. Hardin and evidenced by the Trust Agreement dated August 29, 2012, (the "Trust Agreement"), executed by Harcon, Inc., Michael A. Hardin, and Travelers Casualty and Surety Company of America, which collectively are hereinafter referred to as "the Agreements";

WHEREAS, under the Agreements, there is a valid and enforceable legal obligation to pay the Mortgagee for indebtedness as it arises under the Agreements and the Mortgagor has agreed to grant the herein described property as SECURITY for the legal obligation to pay;

THEREFORE, AS SECURITY to the Mortgagee, the Mortgagor agrees to mortgage, grant, and convey to the Mortgagee the property located at the address of 204 ROLLING MILL STREET, HELENA, AL 35080, SHELBY COUNTY ("Property Address"), which is described in more detail on Exhibit "A";

THEREFORE WITH all the improvements now or subsequently erected on the property; all easements, rights, appurtenances, and rents; all royalties, mineral, oil, and gas rights and profits; all water, water rights, and water stock; and all fixtures now or subsequently attached to the property. All of these properties and rights, including replacements and additions, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of them, together with the property (or the leasehold estate if this Deed is on a leasehold) are collectively referred to as the "Property";

THE PROPERTY SHALL BE SECURITY to the Mortgagee for (1) the repayment of the indebtedness evidenced by the Agreements, with interest, and the payment of all other sums, with interest, advanced in accordance with the Mortgage to protect the security of this Mortgage; (2) the performance of the covenants and agreements of the Mortgagor contained in this Mortgage; and (3) the repayment of any future advances, with interest, made to the Mortgagor by the Mortgagee pursuant to Paragraph 21 of this Mortgage ("Future Advances"); and

THE MORTGAGOR COVENANTS that the Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to mortgage, grant, and convey the Property; that the Property is unencumbered; and that the Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the Mortgagee's interest in the Property.

NOW, THEREFORE, the Mortgagor and the Mortgagee covenant and agree as follows:

Payment of Principal and Interest

1. The Mortgagor shall promptly pay when due the principal of, and the interest on, the indebtedness evidenced by the Agreements; and the principal of and interest on any Future Advances secured by this Mortgage.

Funds for Taxes and Insurance

2. Subject to applicable law or to a written waiver by the Mortgagee, the Mortgagor shall pay the Mortgagee principal and interest when due under the Agreements, until the indebtedness is paid in full. The Mortgagor shall pay all yearly taxes, assessments and hazard insurance.

Application of Payments

3. Unless applicable law provides otherwise, all payments received by the Mortgagee under the Agreements and under Paragraphs 1 and 2, above, shall be applied by the Mortgagee, first in payment of interest payable on the Agreements, then to the principal of the Agreements.

Charges and Liens

4. The Mortgagor shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property that may attain a priority over this Mortgage, as well as any leasehold payments or ground rents in the manner provided under Paragraph 2, above, or if not paid in that manner, by the Mortgagor making payment when due directly to the payee. The Mortgagor shall promptly furnish to the Mortgagee all notices of amounts due under this paragraph, and if the Mortgagor shall make payment directly, the Mortgagor shall promptly furnish to the Mortgagee receipts evidencing the payments. The Mortgagor shall promptly discharge any lien that has priority over this Mortgage, provided that the Mortgagor shall not be required to discharge any lien, as long as the Mortgagor shall agree in writing to the payment of the obligation secured by the lien in a manner acceptable to the Mortgagee or shall in good faith contest the lien by, or defend enforcement of the lien in, legal proceedings that prevent the enforcement of the lien or the forfeiture of all or any part of the Property.

Hazard Insurance

5. (a) The Mortgagor shall keep the improvements now existing or subsequently erected on the Property insured against loss by fire hazards included within the term "extended coverage," in addition to other hazards for which the Mortgagee may require insurance coverage. Insurance shall be obtained and maintained in such amounts and for such periods as the Mortgagee may require, provided that the Mortgagee shall not require that the amount of the coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

(b) All insurance policies and renewals shall be in a form acceptable to the Mortgagee and shall include a standard mortgage clause in favor of, and in a form acceptable to, the Mortgagee. The Mortgagee shall have the right to hold the policies and renewals, and the Mortgagor shall promptly furnish to the Mortgagee all renewal notices and all receipts of paid premiums. In case of loss, the Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. The Mortgagee may make proof of loss if such proof is not made promptly by the Mortgagor.

(c) Unless the Mortgagee and the Mortgagor agree otherwise in writing, insurance proceeds shall be applied to restoration or repair of the damaged Property, provided that restoration or repair is economically feasible and that the security of this Mortgage is not impaired. If restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with any excess paid to the Mortgagor. If the Property is abandoned by the Mortgagor, or if the Mortgagor fails to respond to the Mortgagee within thirty (30) days from the date the notice is mailed by the Mortgagee to the Mortgagor indicating that the insurance carrier offers to settle a claim for insurance benefits, the Mortgagee is authorized to collect and apply the insurance proceeds, at the Mortgagee's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments

6. The Mortgagor shall keep the Property in good repair, shall not commit waste or permit impairment or deterioration of the Property, and shall comply with the provisions of any lease if this Mortgage is on leasehold.

Expenses

7. The Mortgagor will pay or reimburse the Mortgagee for all reasonable attorneys' fees, costs and expenses incurred by the Mortgagee 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 Mortgagee is

made a party, or appears as a party plaintiff or defendant, affecting this Mortgage, the Agreements, Mortgagor or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be added to the indebtedness secured hereby and shall be further secured by the lien of this Mortgage.

Performance by Mortgagee or Defaults by Mortgagor

8. If the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property; 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; or in the performance of any observance of any other covenant, condition or term of this Mortgage, of the Agreements, or of the Other Indebtedness Instrument, then the Mortgagee, at its option may perform or observe the same, and all payments made for costs or expenses incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at the rate of the Prime Rate as set forth in the Wall Street Journal on the day of default. The 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 actions and of the amount necessary to be paid in satisfaction thereof. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any person in possession holding under Mortgagor.

Protection of Mortgagee's Security

9. (a) If the Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects the Mortgagee's interest in the Property (including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent), then the Mortgagee, at the Mortgagee's option and after notice to the Mortgagor, may make appearances, disburse any sums, and take any action that is necessary to protect the Mortgagee's interest (including, but not limited to, disbursement of reasonable attorneys' fees and entry on the Property to make repairs). The Mortgagor shall pay the premiums required to maintain the insurance in effect until such time as the insurance terminates in accordance with the Mortgagor's and the Mortgagee's written agreement or applicable law. The Mortgagor shall pay the amount of all mortgage insurance premiums in the manner provided under Paragraph 2, above.

(b) Any amounts disbursed by the Mortgagee pursuant to this paragraph, with interest on those amounts, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the Mortgagee agree to other terms of payment, the amounts shall be payable on notice from the Mortgagee to the Mortgagor requesting payment and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal at the prime rate appearing in the Wall Street Journal at the date of disbursement, unless payment of interest at that rate would be contrary to applicable law. In that event, the amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require the Mortgagee to incur any expense or take any action.

Inspection

10. The Mortgagee may make, or may cause to be made, reasonable entries on and inspections of the Property, provided that prior to inspection the Mortgagee shall give the Mortgagor notice, specifying reasonable cause for the inspection related to the Mortgagee's interest in the Property.

Condemnation

11. The proceeds of any award or claim for damages, direct or consequential, in connection with any conveyance, condemnation, or other taking of all or any part of the Property are assigned and shall be paid to the Mortgagee by the Mortgagor. If the entire Property is taken, the proceeds shall be applied to the sums secured by this Mortgage, with any excess paid to the Mortgagor. On a partial taking of the Property, unless the Mortgagor and the Mortgagee agree otherwise in writing, there shall be applied to the sums secured by this Mortgage the proportion of the proceeds that equals the proportion that the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to the Mortgagor.

Mortgagor Not Released

12. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Mortgagee to any successor in interest of the Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and the Mortgagor's successors in interest. The Mortgagee shall not be required to commence proceedings against the successor, to refuse to extend time for payment, or to otherwise modify amortization of the sums secured by this Mortgage because of any demand made by the original Mortgagor or the Mortgagor's successors in interest.

Forbearance by Mortgagee Not a Waiver

13. Any forbearance by the Mortgagee in exercising any right or remedy under this Mortgage, or otherwise afforded by applicable law, shall not be a waiver of, nor shall preclude the exercise of, any such right or remedy.

Remedies Cumulative

14. All remedies provided in this Mortgage are distinct and cumulative as to any other right or remedy that is allowed by this Mortgage or that is afforded by law or equity, and any remedy may be exercised concurrently, independently, or successively.

Successors and Assigns Bound

15. The covenants and agreements contained in this Mortgage shall bind, and the rights under this Mortgage shall inure to, the respective successors and assigns of the Mortgagee and the Mortgagor. All covenants and agreements of the Mortgagor shall be joint and several.

Notice and Default

16. (a) Except for any notice required under applicable law to be given in another manner, any notice to the Mortgagor provided for in this Mortgage shall be given by mailing the notice by certified mail addressed to the Mortgagor at the Property Address or at any other address that the Mortgagor may designate by written notice to the Mortgagee. Unless required otherwise by law, any notice to the Mortgagee shall be given by certified mail, return receipt requested, to the Mortgagee's address stated in this Mortgage or to any other address the Mortgagee may designate by written notice to the Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to the Mortgagor or the Mortgagee when given in the manner designated in this paragraph.

(b) Notwithstanding anything in this Instrument to the contrary, prior to any event being a default hereunder, Mortgagee shall give written notice to Mortgagor of a default hereunder, and Mortgagor shall have a period of sixty (60) days thereafter to cure such default. In the event a default is of a nature which is incapable of being cured within said sixty (60) day cure period, Mortgagor shall be entitled to extend such cure period if Mortgagor commences appropriate actions reasonably acceptable to Mortgagee to cure such default within ten (10) days of said written notice of default and diligently and continuously pursues such appropriate actions to completion. A lapse of such diligent and continuous pursuit for more

than five (5) days shall terminate the cure period. Mortgagor shall give written notice of such default by commercial courier service or certified mail, return receipt requested to **c/o Mr. Mike Hardin, Harcon, Inc., 1121 Alderman Drive, Suite 101, Alpharetta, GA 30005-4102**. Such notice shall be deemed received on the earlier of (i) actual receipt thereof by Mortgagor and (ii) five (5) calendar days after the mailing of such notice as evidenced by the date shown on the return receipt.

Governing Law and Severability

17. This Mortgage shall be governed by the laws of the State of Alabama. If any provision or clause of this Mortgage or of the Agreements conflicts with the applicable law, the conflict shall not affect any other provisions of this Mortgage or the Agreements that can be given effect without the conflicting provision. To this end, the provisions of the Agreements are declared to be severable.

Mortgagor's Copy

18. The Mortgagor shall be furnished a conformed copy of the Agreements and of this Mortgage at the time of execution or after recordation.

Transfer of Property and Assumption

19. (a) If all or any part of the Property or an interest in the Property is sold or transferred by the Mortgagor without the Mortgagee's prior written consent, the Mortgagee may elect to declare all the sums secured by this Mortgage to be immediately due and payable, except in the following cases: (1) the creation of a lien or encumbrance subordinate to this Mortgage; (2) a transfer by devise, decent, or by operation of law on the death of a joint tenant; or (3) the rent of any leasehold interest of three (3) years or less not containing an option to purchase. The Mortgagee shall have waived the option to accelerate if, prior to the sale or transfer, the Mortgagee and the person to whom the property is to be sold or transferred reach an agreement in writing that the credit of that person is satisfactory to the Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at the rate the Mortgagee requests. If the Mortgagee has waived the option to accelerate, and if the Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by the Mortgagee, the Mortgagee shall release the Mortgagor from all obligations under this Mortgage.

(b) If the Mortgagee exercises the option to accelerate, the Mortgagee shall mail to the Mortgagor a notice of acceleration in accordance with Paragraph 14, above. The notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which the Mortgagor may pay the sums declared due. If the Mortgagor fails to pay the sums

prior to the expiration of the period, the Mortgagee may, without further notice or demand on the Mortgagor, invoke any remedies permitted by in the paragraphs below.

Environmental Matters

20. Mortgagor represents and warrants as follows: None of the Mortgaged Property does or shall while any part of the indebtedness secured by this Mortgage is unpaid contain (a) asbestos in any form; (b) urea formaldehyde foam insulation; or (c) any other chemical, material, or substance the exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may pose a hazard to the health and safety of the occupants of the Mortgaged Property or the owners of the property adjacent thereto. Mortgagor further warrants that (i) all Mortgaged Property complies in all respects with applicable environmental laws, regulations, and court or administrative orders; (ii) that there are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment or regulatory requirements; and (iii) there are no areas on the Mortgaged Property where hazardous substances have been disposed of, released or found. Mortgagor will give immediate oral and written notice to the Mortgagee of its receipt of any notice of violation of any law, standard or regulation covered by this Paragraph.

Mortgagor agrees to indemnify and hold Mortgagee harmless from all loss, cost, damage, claim and expense incurred by Mortgagee on account of the violation of any representation or warranty set forth in this paragraph, or of Mortgagor's failure to perform any obligations of this paragraph, or to fully comply with all environmental laws, rules and regulations.

Event of Default

21. The Term "Event of Default", wherever used in this Mortgage, shall mean any one or more of the following events:
- (a) Failure by the Mortgagor to pay as and when due and payable any installment or principal, interest or escrow deposit, or charge payable under the Agreements, this Mortgage; or
 - (b) Failure by Mortgagor or to duly observe any other covenant, condition or agreement of this Mortgage or of the Agreements; or
 - (c) The filing by Mortgagor of a voluntary petition in bankruptcy or the Mortgagor's adjudication as a bankrupt or insolvent, or the filing by the Mortgagor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for themselves under any present

or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtor's, or the Mortgagor's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of the Mortgagor of all or any substantial part of the Mortgaged Property or any or all of the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of creditors or the admission in writing of inability to pay debts generally as they become due; or

The entry by a court of competent jurisdiction of any order, judgment, or decree approving a petition filed against the Mortgagor of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for themselves under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Mortgagor of all or any substantial part of the Mortgaged Property or any or all of the rents, revenues, issues, earnings, profits or income thereof without the consent or acquiescence of the Mortgagor which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(d) The interest of Mortgagee in the Mortgaged Property, real and personal, secured by this Mortgage becoming endangered by the reason of enforcement of any prior lien or encumbrance thereon, so as to endanger the security hereby given; or

(e) Any other event of default set forth in any of the Agreements.

Acceleration of Maturity

22. If an Event of Default shall have occurred, then the entire principal amount of the indebtedness secured hereby with interest accrued thereof, and all Other Indebtedness secured hereby (or such parts as Mortgagee may elect) shall, at the option of Mortgagee, become due and payable without notice or demand, time being of the essence and any omission on the party of the Mortgagee to exercise such option when entitled to do so shall not be considered a waiver of such right.

Right of Mortgagee to Enter and Take Possession

23. (a) If an Event of Default shall have occurred and be continuing, the Mortgagor, upon the demand of Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the

Mortgaged Property, and if and to the extent permitted by law, the Mortgagee may enter and take possession of all the Mortgaged Property, and may exclude the Mortgagor and their agents and employees wholly therefrom.

(b) Upon every such entering or taking possession, the Mortgagee 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; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Mortgagee, all as the Mortgagee from time to time may determine to be to its best advantage; and the Mortgagee may collect, receive and commingle all the income, revenues, rents, issues, and profits of all of Mortgaged Property, including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing, and operating all of the Mortgaged Property (including compensation for the services of all persons employed for such purpose); (bb) the costs of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the costs of such insurance; (dd) such taxes, assessments and other charges prior to the lien of this Mortgage as the Mortgagee may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Mortgagee; shall apply there remainder of the moneys so received by the Mortgagee, first to the payment of accrued interest; second to the payment of all tax deposits; third to the payment of any other sums required to be paid under this Mortgage or under the Agreements; fourth to the payment of overdue installments of principal; fifth to the payment of any sums due, to the Mortgagor, or as otherwise may be provided by law.

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

Receiver

24. (a) If an Event of Default shall have occurred and be continuing, the Mortgagee, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security of the indebtedness hereby secured or by 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, profits, issues, and revenues thereof.

(b) The Mortgagor will pay to the Mortgagee upon demand all expenses, including the receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Paragraph 4.04; and all such expenses shall be secured by this Mortgage.

Mortgagee's Power of Enforcement

25. In an Event of Default shall have occurred and be continuing, the Mortgagee may, either with or without entry or taking possession as herein above provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Agreements or the performance of any term thereof or any right; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, as provided by law; and (c) to pursue any other remedy available to it, all as the Mortgagee shall deem most effectual for such purposes.

Power of Sale

26. If an Event of Default shall have occurred Mortgagee may sell the Mortgaged Property to the highest bidder at public auction in front of the Courthouse door in the county where the Mortgaged Property 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) consecutive weeks prior to the said sale in some newspaper published in said county, and, upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale, a deed to the Mortgaged Property so purchased. Mortgagee may bid at said sale and purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offer 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 Mortgagee may elect.

Application of Foreclosure Proceeds

27. The proceeds of any foreclosure sale pursuant to Paragraph 26:
- (a) First, to the expenses of making the sale, including a reasonable attorney's fee for such services as may be necessary in the collection of said indebtedness of the foreclosure of this Mortgaged Property;

(b) Second, to the repayment of any money, with interest thereon, which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as herein above provided, and as may be provided in the Agreements;

(c) Third, to the payment and satisfaction of the indebtedness hereby specifically secured with interest to the date of sale, and to the payment of any and all obligations and liabilities secured hereby, principal and interest, whether such, obligations and liabilities be then due or not;

(d) Fourth, the balance, if any, shall be paid as provided by law.

Waiver of Exemptions

28. Mortgagor hereby 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 Mortgagor hereby waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Mortgaged Property be set off against any part of the indebtedness secured hereby.

Waiver of Jury Trial

29. Mortgagor and Mortgagee hereby waive any right that they may have to a trial by jury on any claim, counterclaim, setoff, demand, action or cause of action (a) arising out of or in any way related to this mortgage or the loan or (b) in any way connected with or pertaining or related to or incidental to any dealings of Mortgagee and/or Mortgagor with respect to the Agreements or in connection with this Mortgage or the exercise of either party's rights and remedies under this Mortgage or otherwise, or the conduct or the relationship of the parties hereto, in all of the foregoing case whether now existing or hereafter arising and whether sounding in contract, tort or otherwise. Mortgagor and Mortgagee agree that either party may file a copy of this Mortgage with any Court as written evidence of the knowing, voluntary, and bargained agreement of either party hereto to irrevocably waive their rights to a trial by jury as an inducement of Mortgagee to make the Agreements and that, to the extent permitted by applicable law, any dispute or controversy whatsoever (whether or not modified herein) between Mortgagor and Mortgagee shall instead be tried in a Court or competent jurisdiction by a Judge sitting without a jury.

Mortgagor's Rights to Reinstate

30. Notwithstanding the Mortgagee's acceleration of the sums secured by this Mortgage, the Mortgagor shall have the right to have any proceeding begun by the Mortgagee to enforce this

Mortgage discontinued at any time prior to at least one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage, if: (1) the Mortgagor pays the Mortgagee all sums that would then be due under this Mortgage, and the Agreements; (2) the Mortgagors cures all breaches of any other covenants or agreements of the Mortgagor contained in this Mortgage; (3) The Mortgagor pays all reasonable expenses incurred by the Mortgagee in enforcing the covenants and agreements of the Mortgagor contained in this Mortgage and in enforcing the Mortgagee's remedies as provided herein, above, and (4) the Mortgagor takes any action the Mortgagee may reasonably require to assure that the lien of this Mortgage, the Mortgagee's interest in the Property, and the Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. On payment and cure by the Mortgagor, this Mortgage and the obligations secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred.

Assignment of Rents; Mortgagee in Possession

31. As additional security under this Mortgage, the Mortgagor assigns to the Mortgagee the rents of the Property, provided that the Mortgagor shall, prior to acceleration, abandonment of the Property, have the right to collect and retain rent as they become due and payable. On acceleration or abandonment of the Property, the Mortgagee, in person, by agent, or by judicially appointed receiver, shall be entitled to enter on, take possession of, and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the Mortgagee or the receiver shall be applied first to premiums on the receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The Mortgagee and the receiver shall be liable to account only for those rents actually received.

Prepayment of Rent

32. Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Mortgaged Property for more than one month in advance and that the payment of none of the rents to accrue for any portion of said Mortgaged Property has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by Mortgagor. Mortgagor agrees that they will not assign any of the rents or profits except to the purchaser or Mortgagor of the Mortgaged Property.

No Obligation of Mortgagee Under Leases

33. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, subleases or rental agreements relating to the Mortgaged Property, and Mortgagor shall and do hereby agree to indemnify and hold Mortgagee harmless of and from and all liability, loss or damage which it may or might incur under any leases, subleases or agreements or under or by reason of the

assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in such leases, subleases or agreements. Should Mortgagee incur any such liability, loss or damage, under such leases or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against Mortgagee in connection with any one or more of such leases, subleases or agreements, Mortgagor agrees to reimburse Mortgagee for the amount thereof, including costs, expenses and reasonable attorney's fees immediately upon demand, and until the same are fully reimbursed by Mortgagor, all such costs, expenses, and attorney's fees shall be secured by the assignment hereunder and by this Mortgage.

Instruction to Lessees

34. Mortgagor does further specifically authorize and instruct each and every present and future lessee, tenant, sublessee or subtenant of the whole or any part of the Mortgaged Property to pay all unpaid rental agreed upon in any lease, sublease or tenancy to Mortgagee upon receipt of demand from said Mortgagee to pay same.

Future Advances

35. On the request of the Mortgagor, the Mortgagee, at the Mortgagee's option prior to release of this Mortgage, may make Future Advances to the Mortgagor pursuant to the Trust Agreement. The Future Advances, with interest, shall be secured by this Mortgage.

Release

36. On payment of all sums secured by this Mortgage, the Mortgagee shall discharge this Mortgage without charge to the Mortgagor. The Mortgagor shall pay all costs of recordation, if any.

Captions

37. The captions and headings of the paragraph of this Mortgage are for convenience only and are not to be used to interpret or define the provisions of this Mortgage.
38. Prior to any event being a default under this Mortgage, Mortgagee shall give written notice to Mortgagor of a default hereunder and Mortgagor shall have a period of sixty (60) days thereafter to cure such default. In the event default is of a nature which is incapable of being cured within said sixty (60) day cure period, Mortgagor shall be entitled to extend such cure period if Mortgagor commences appropriate actions reasonably acceptable to Mortgagee to cure such default within sixty (60) days of said written notice of default and diligently and continuously pursues such appropriate actions to completion. A lapse of such diligent and continuous pursuit for more than five (5) days shall terminate the cure period. Mortgagee

shall give notice of such default by commercial courier service or certified mail, return receipt requested to Mortgagor at **c/o Mr. Mike Hardin, Harcon, Inc., 1121 Alderman Drive, Suite 101, Alpharetta, Georgia 30005**. Such notice shall be deemed received on the earlier of (i) actual receipt thereof by Mortgagor and (ii) five (5) calendar days after the mailing of such notice as evidenced by the date shown on the return receipt.

This Mortgage is given, executed, and delivered by the undersigned.

[SIGNATURE ON FOLLOWING PAGE]

MORTGAGOR:

HELENA PROPERTIES, LLC

By: Michael A. Hardin

Its: Managing Member

**STATE OF GEORGIA
COUNTY OF FULTON**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Michael A. Hardin**, whose name as **Managing Member** of **Helena Properties, LLC**, a Georgia limited liability company, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

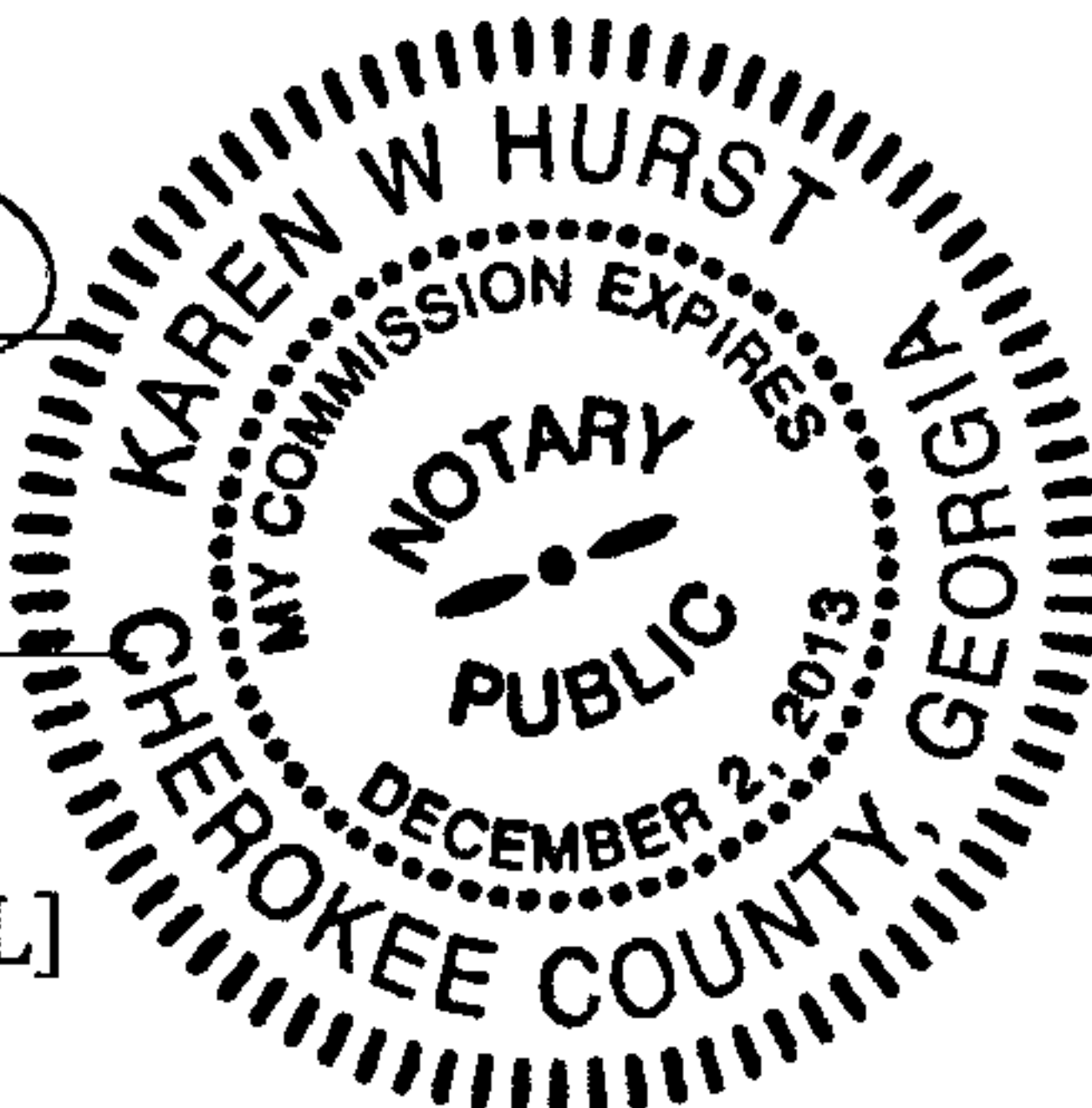
Given under my hand and seal of office this 12th day of Nov., 2012.

Karen W. Hurst

Notary Public

My Commission Expires: _____

[NOTARY SEAL]



Amy Hazelton
2019 Third Avenue North
Birmingham AL, 35203

Exhibit A

Legal Description

Beginning at the Northwest corner of Lot 1, Block 1, Mullins East Side Addition to Helena, as recorded in Map Book 4, page 25, in the Office of the Judge of Probate of Shelby County and run thence North 82° 28' 39" East along the North line of said Lot 1 a distance of 163.05 feet to the Northwest corner of Lot 15, Block 1, of same said Subdivision; thence run North 82° 17' 12" East along the North line of said Lot 15 a distance of 173.99 feet to the Northeast corner of same said Lot 15; thence continue North 83° 10' 04" East, crossing the Northerly end of the Vacated Mimosa Street a distance of 51.15 feet to the Northwest corner of Lot 9, Block 2 of same said Subdivision; thence continue North 80° 02' 41" East a distance of 180.57 feet to a corner; thence run North 35° 54' 28" East a distance of 38.14 feet to a corner; thence run North 80° 05' 13" East a distance of 231.10 feet to a found capped corner; thence run South 06° 46' 41" East a distance of 87.40 feet to a cross in concrete corner; thence run South 10° 57' 15" East a distance of 91.97 feet to a found rebar corner; thence run South 74° 26' 16" West a distance of 191.12 feet to a found rebar corner; thence run South 60° 15' 51" West a distance of 42.65 feet to a found rebar corner; thence run South 07° 54' 53" East a distance of 185.78 feet to a set rebar corner on a cul de sac property line having a central angle of 77° 29' 14" and a radius of 50.0 feet; thence run Southwesterly along the arc of said cul de sac distance of 67.62 feet to a set rebar corner; thence run North 85° 24' 07" West a distance of 366.10 feet to a set rebar corner; thence run North 13° 13' 14" West a distance of 127.78 feet to a found rebar corner; thence run South 82° 14' 09" West a distance of 199.32 feet to a found rebar corner on the East margin of Rolling Mill Street; thence run North 02° 58' 06" West along said margin of said street a distance of 199.91 feet to the point of beginning.

SUBJECT TO:

1. Ad valorem taxes for the current tax year.
2. All easements, restrictions, covenants and rights-of-way of record.
3. Municipal assessments, if any, due Helena.
4. Right of way to Alabama Telephone and Telegraph Company, recorded in Real 254, Page 507 in the Probate Office of Shelby County, Alabama.
5. Easement to Water Works Board of the Town of Montevallo, recorded in Volume 145, Page 465 and Volume 176, Page 390, in the Probate Office of Shelby County, Alabama.
6. Right of Way granted to Alabama Power Company by instrument recorded in Volume 266, Page 739; Volume 199, Page 446; Volume 57, Page 88 and Volume 146, Page 309 in the Probate Office of Shelby County, Alabama.
7. Coal, oil, gas and other mineral interest in, to or under the land.
8. Unrecorded 6" cast iron water main crossing the Property from East to West.



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Shelby Cnty Judge of Probate, AL
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9. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded Deed Book 352, page 670 and under Instrument Number 1995-11385.
10. Right of Way and easement granted to AT&T as recorded in Deed Book 173, page 954.
11. Rights of tenants in possession under unrecorded leases.
12. Riparian and other rights created by the fact that subject property lies adjacent to or is bounded by creek.
13. Rights outstanding by reason of utility lines and underground fiber optic line crossing insured premises, as shown by survey of Joseph E. Conner, Jr. dated June 12, 2001.
14. Encroachment by fence along northerly and easterly sides of insured premises and variance of fence line along the property lines, as shown by survey of Joseph E. Conn, Jr. dated June 12, 2001.
15. Encroachment by structure along northerly side of insured premises and over underground water line, as shown by Survey of Joseph E. Conn, Jr. dated June 12, 2001.
16. Encroachment of concrete slap over easterly lot line and into Oak Street and Mimosa Street as shown by Survey of Joseph E. Conn, Jr., dated June 12, 2001.
17. Rights, if any, of property owners adjoining on the north in and to that portion of insured premises lying between the north line and the fence inside said line, as shown on survey of Joseph E. Conn, Jr. dated June 12, 2001.

Inst. # 2001-37753

09/31/2001-37753

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SHELBY COUNTY JUDGE OF PROBATE

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