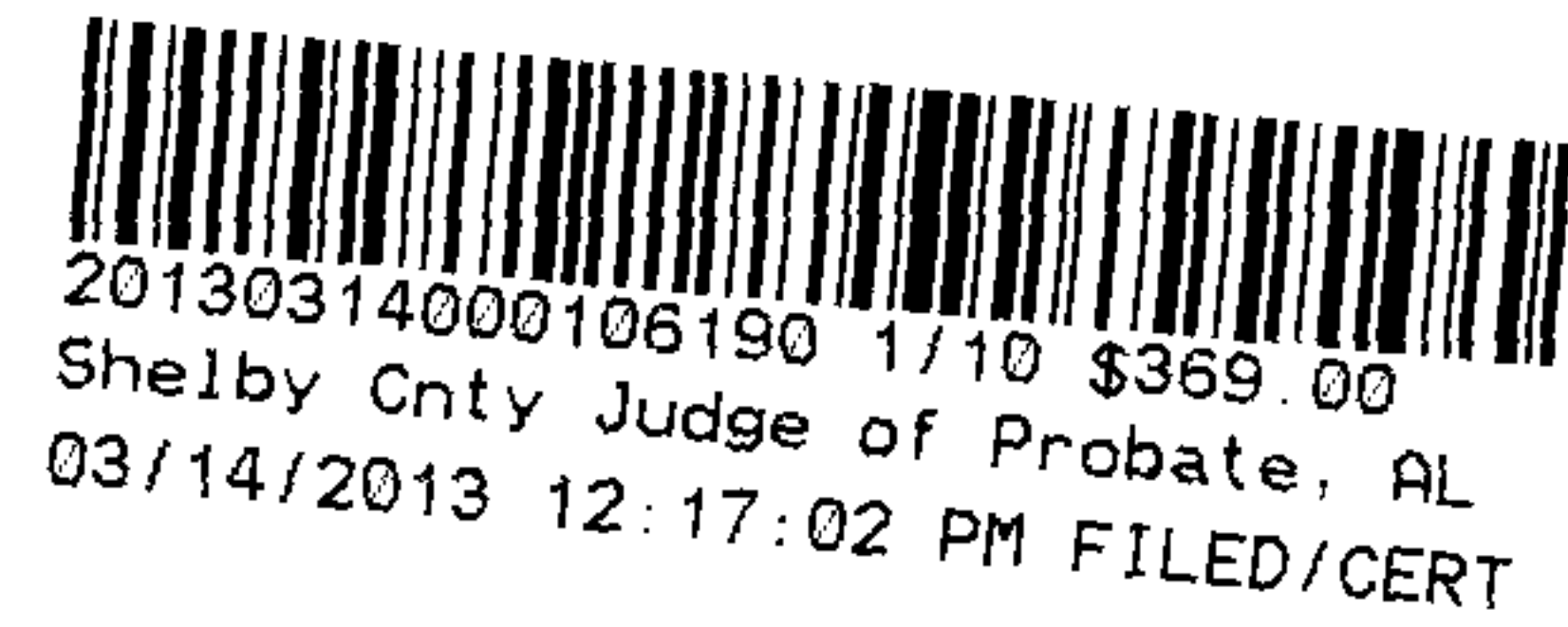


This instrument prepared by:

Brock G. Murphy, Esq.  
Brock G. Murphy Law Firm, LLC  
One Chase Corporate Center  
Suite 400  
Birmingham, Alabama 35244



**LEASEHOLD MORTGAGE, MORTGAGE AND SECURITY AGREEMENT**

**THIS LEASEHOLD MORTGAGE, MORTGAGE AND SECURITY AGREEMENT** (the "Mortgage") is made and entered into as of this the \_\_\_\_ day of March, 2013, by **SPEEDTRAC, INC.**, an Alabama corporation, having an address of 11845 Hwy 25, Calera, AL 35040, Attention: Mr. Upjinder Singh Grewal ("Speedtrac"), **UPJINDER SINGH GREWAL** (a/k/a Upinder Grewal a/k/a Upinder S. Grewal a/k/a Upinder S. Grewal) (having an Alabama address of: 2404 Meadow Ridge Rd. Birmingham AL 35242) ("Grewal") and **SURPINDER GILL** (a/k/a Sukpinder S. Gill), (having an Alabama address of: \_\_\_\_\_) ("Gill")

(hereinafter, Speedtrac, Grewal and Gill to be collectively referred to as the "Mortgagors" and each singularly as a "Mortgagor"), in favor of **HIGGINBOTHAM OIL COMPANY, INC.**, an Alabama corporation, having an address of 562 Cahaba Valley Rd., Pelham, AL 35124-1365, Attention: Mr. Burnie Higginbotham, Jr. ("HOC"). Any capitalized term used herein but not defined shall have the meaning ascribed to such term in that certain Promissory Note of even date herewith among Mortgagors and HOC (as amended from time to time, the "Note").

**WITNESSETH:**

**WHEREAS**, Mortgagors (hereinafter also referred to collectively as the "Borrowers"), are justly indebted to HOC in the principal amount of **two hundred twenty thousand and 00/100 Dollars (\$ 220,000.00)** such indebtedness being evidenced by the Note, and payable to HOC with interest thereon as provided for in the Note and other loan documents; and

**WHEREAS**, Mortgagors desire to secure the Obligations, including, but not limited to, the obligations to pay the principal of and interest on the Note in accordance with the respective terms thereof or of the other Loan Documents, including any and all extensions, modifications, and renewals thereof and substitutions therefor.

**NOW, THEREFORE**, for and in consideration of HOC making the Loans and to secure the prompt payment and performance of the Obligations, each Mortgagor and/or Borrower does hereby irrevocably CONVEY, WARRANT, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, PLEDGE and set over unto HOC, and the successors and assigns of HOC, all of such Mortgagor's and/or Borrower's right, title and interest of whatever kind, nature or description, whether now existing or hereafter arising, and wherever located (hereinafter referred to as a "Mortgagor's Interest") in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and



including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in the County of Richmond in the State of Georgia and the County of Shelby in the State of Alabama, and more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by any Mortgagor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all Persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by any Mortgagor;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of any Mortgagor of, in and to the same;

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of



any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief; and,

(f) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of each Mortgagor of, in and to any of the foregoing.

**TO HAVE AND TO HOLD** the Mortgaged Property and all parts, rights, members and appurtenances thereof, to the use and benefit of HOC and the successors, successors-in-title and assigns of HOC, forever; and each Mortgagor covenants that such Mortgagor is lawfully seized and possessed of such Mortgagor's Interest in the Mortgaged Property as aforesaid and has good right to convey the same, that the same are unencumbered except for those matters expressly set forth in Exhibit A hereto, and each Mortgagor does hereby warrant and will forever defend the title thereto against the claims of all Persons whomsoever, except as to those matters set forth in said Exhibit A.

The Lien of this Mortgage automatically will attach to any further, greater, additional or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time hereafter acquired by any Mortgagor by whatsoever means and without any further action or filing or recording on the part of any Mortgagor or HOC or any other Person.

**MORTGAGORS HEREBY COVENANT AND AGREE WITH HOC AS FOLLOWS:**

### ARTICLE I

**1.01 Payment and Performance of Loan Documents.** Mortgagors will perform, observe and comply with all the provisions hereof, and of each of the other Loan Documents, including, but not limited to, the due and punctual payment of the principal amount due under the Note, together with interest thereon, and all other sums of money required to be paid by Mortgagors pursuant to any one or more of the Loan Documents.

**1.02 Security Agreement.** With respect to all personal property (the "Personal Property") constituting part of the Mortgaged Property which is subject to the provisions of Article 9 of the Uniform Commercial Code as enacted in the state wherein the Land is situated (the "UCC"), this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such Personal Property in compliance with the provisions of the UCC, and each Mortgagor hereby grants to HOC a security interest in said Personal Property. Each Mortgagor authorizes HOC to file a financing statement or statements reciting this Mortgage to be a security agreement affecting all of such Personal Property. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage, or otherwise in respect of an Event of Default, shall be (a) as prescribed herein or in any other Loan Document with respect thereto, or (b) as prescribed by applicable Law, including the UCC, all at HOC's sole election. Each Mortgagor agrees that the filing of such financing statement(s) in the



records normally having to do with personal property shall not in any way affect the agreement of Mortgagors and HOC that everything used in connection with the production of income from the Mortgaged Property or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings both legal or equitable, shall be regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an Exhibit to this Mortgage, or (iii) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (A) the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain proceedings for taking or for loss of value, or (C) any Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of HOC as determined by this instrument or affect the priority of HOC's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement(s) is solely for the protection of HOC in the event any court shall at any time hold, with respect to the foregoing items (A), (B), or (C), that notice of HOC's priority of interest, to be effective against a particular class of persons, must be filed in the UCC records. This Mortgage may be filed as a financing statement in any office where HOC deems such filing necessary or desirable and Mortgagors will promptly upon demand reimburse HOC for the costs therefor.

**1.03 Use of Mortgaged Property.** Mortgagors shall at all times operate the Mortgaged Property as convenience stores and office space. Mortgagors shall not be permitted to alter or change the use of the Mortgaged Property without the prior written consent of HOC.

**1.04 Conveyance of Mortgaged Property.** Except as otherwise expressly permitted by the Credit Agreement, Mortgagors shall not directly or indirectly encumber (by Lien, junior mortgage, or otherwise), pledge, convey, transfer or assign any or all of its interest in the Mortgaged Property without the prior written consent of HOC.

**1.05 Acquisition of Collateral.** Except as otherwise expressly permitted by the Credit Agreement, Mortgagors shall not acquire any Personal Property subject to any Lien taking precedence over the Lien of this Mortgage.

## **ARTICLE II**

**2.01 Events of Default.** The term "Event of Default", wherever used in this Mortgage, shall mean an "Event of Default" as defined in the Credit Agreement.

**2.02 Rights and Remedies.**

(a) If an Event of Default shall have occurred, then in addition to the rights and remedies provided for under any other Loan Document or under applicable Law, then at the option of HOC this Mortgage may be foreclosed in any manner now or hereafter provided by Alabama law, and to the extent provided or allowed by Alabama law, HOC, or its agent, may sell



the Mortgaged Property or any part of the Mortgaged Property at one or more public sales before the front or main door of the courthouse of the county or counties, as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required. At any such sale, HOC may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. HOC shall have the right to enforce any of its remedies set forth herein without notice to Mortgagors, except for such notice as may be required by law. In the event of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels and in such manner or order as HOC in its sole discretion may elect, and if HOC so elects, HOC may sell the personal property covered by this Mortgage at one or more separate sales in any manner permitted by the UCC, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or the Obligations are paid in full. If the Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, HOC at its option may exhaust the remedies granted under any of said security instruments or this Mortgage either concurrently or independently, and in such order as HOC may determine.

Said sale may be adjourned by HOC, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

(b) In the event of any sale of the Mortgaged Property as authorized by this Section, all prerequisites of such sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment or non-performance of the Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

**2.03 Purchase by HOC.** Upon any foreclosure sale or sale of all or any portion of the Mortgaged Property under the power herein granted, HOC may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price.

**2.04 Mortgagors as Tenants Holding Over.** In the event of any such foreclosure sale or sale under the powers herein granted, Mortgagors (if Mortgagors shall remain in possession) and all Persons holding under Mortgagors shall be deemed tenants holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

**2.05 Waiver of Appraisement, Valuation, Etc.** Each Mortgagor agrees, to the full extent permitted by law, that in case of an Event of Default, neither any Mortgagor nor anyone claiming through or under any Mortgagor will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage,



or the absolute sale of the Mortgaged Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and each Mortgagor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Mortgage marshaled upon any foreclosure or sale under the power herein granted.

**2.06 Waiver of Homestead.** Each hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Mortgaged Property as against the collection of the Obligations, or any part thereof.

**2.07 Leases.** HOC, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by any Mortgagor, a defense to any proceeding instituted by HOC to collect the sums secured hereby.

**2.08 Discontinuance of Proceedings.** In case HOC shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to HOC, then in every such case, Mortgagors and HOC shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of HOC shall continue as if no such proceedings had occurred.

**2.09 Remedies Cumulative.** No right, power or remedy conferred upon or reserved to HOC by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

**2.10 Suits to Protect the Mortgaged Property.** HOC shall have power to institute and maintain such suits and proceedings as it may deem expedient (a) to prevent any impairment of the Lien 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 materially impair the security hereunder or be prejudicial to the interest of HOC.

**2.11 Proofs of Claim.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting any Mortgagor, its creditors or its property, HOC, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of HOC allowed in such proceedings for the entire amount due and payable by Mortgagors under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by Mortgagors hereunder after such date.

### ARTICLE III

**3.01 Successors and Assigns.** This Mortgage shall be binding upon Mortgagors, their respective successors and assigns and subsequent owners of the Mortgaged Property, or any part thereof, and shall inure to the benefit of HOC, its successors and assigns and any holder of the Obligations.

**3.02 Applicable Law.** This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama.

**3.03 Notices.** All notices provided for herein shall be given and deemed received when given and received in accordance with the terms of the Credit Agreement.

**3.04 Assignment.** This Mortgage is assignable by HOC and any assignment of this Mortgage by HOC shall operate to vest in the assignee all rights and powers herein conferred upon and granted to HOC.

**3.05 Future Advances.** Upon request of Borrowers, HOC, at HOC's option so long as this Mortgage secures indebtedness held by HOC, may make future advances to Borrowers. Such future advances, with interest thereon, shall be secured hereby if made under the terms of this Mortgage or the other Loan Documents, or if made pursuant to any other promissory note, instrument or agreement stating that sums advanced thereunder are secured hereby.

\* \* \* \* \*



IN WITNESS WHEREOF, Mortgagors have caused this Mortgage to be duly executed and delivered as of the day and year first above written.

**SPEEDTRAC, INC.,**  
an Alabama corporation

By: [Signature]  
UPJINDER SINGH GREWAL, President

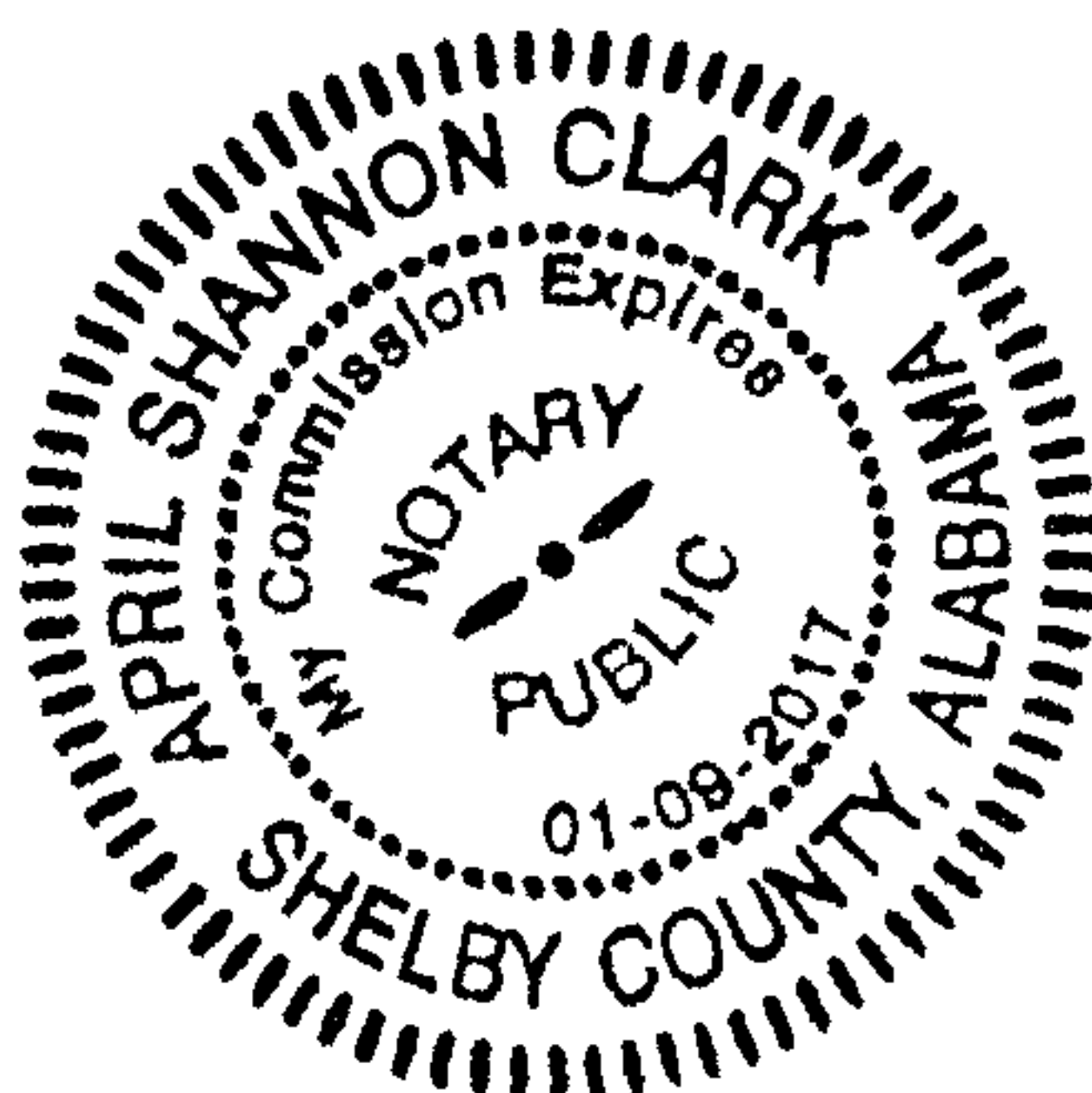
[Signature]  
UPJINDER SINGH GREWAL a/k/a  
UPINDER GREWALL a/k/a  
UPJINDER S. GREWAL a/k/a UPINDER S. GREWAL

[Signature]  
SURPINDER GILL a/k/a  
SUKHPINDER S. GILL

STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that UPJINDER SINGH GREWAL, whose name as President of Speedtrac, Inc., an Alabama corporation, is registered with the Alabama Secretary of State and is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 8<sup>th</sup> day of March, 2013.  
[SEAL]



[Signature]  
Notary Public  
My Commission Expires: 1-9-17



STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that UPJINDER SINGH GREWAL (a/k/a UPINDER GREWALL a/k/a UPJINDER S. GREWAL a/k/a UPINDER S. GREWAL), whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and official seal, this the 6<sup>th</sup> day of March, 2013.

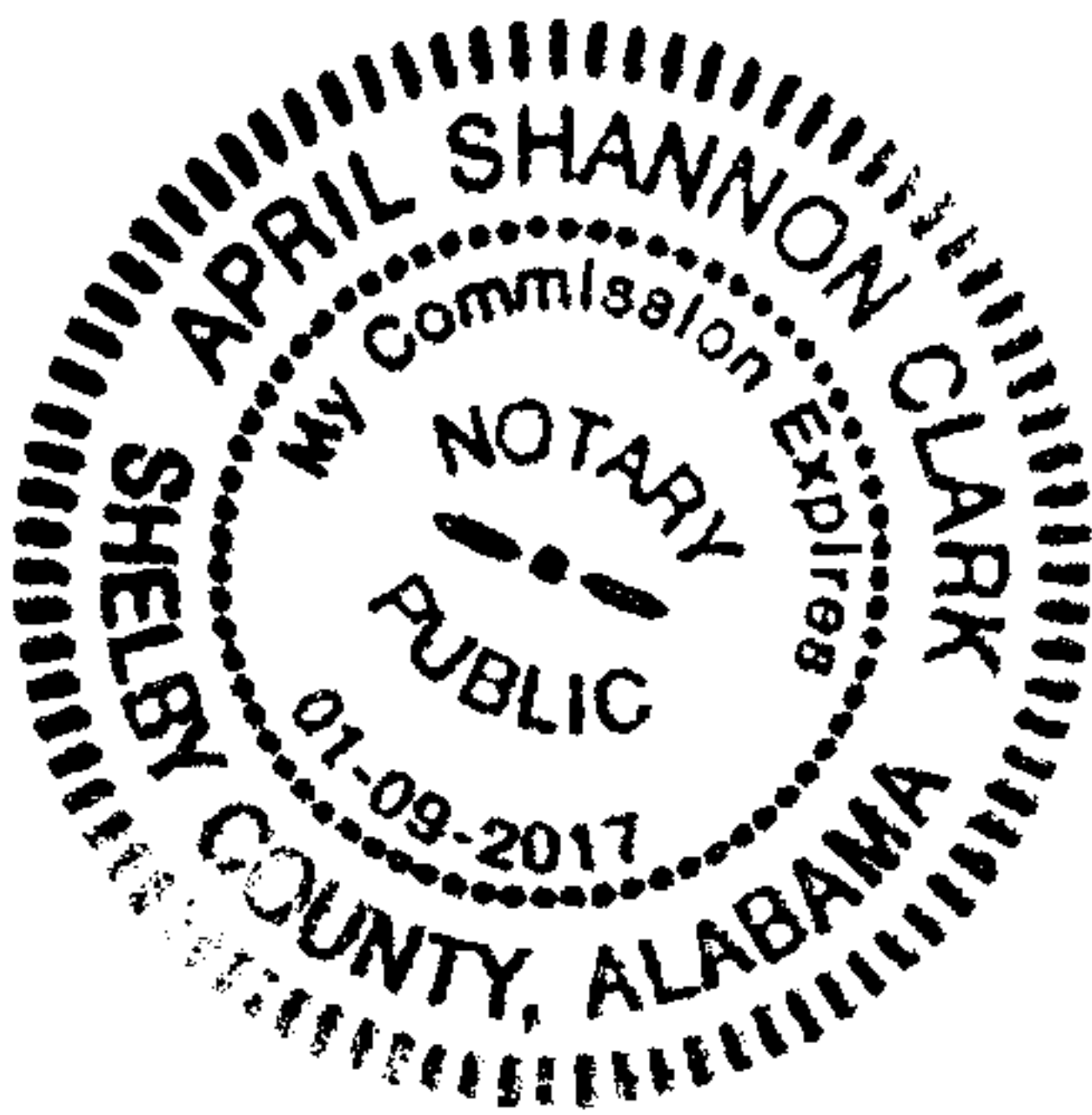


STATE OF ALABAMA  
COUNTY OF Shelby

April Clark [SEAL]  
Notary Public  
My Commission Expires: 1-9-17

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that SURPINDER GILL a/k/a SUKHPINDER S. GILL, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily.

Given under my hand and official seal, this the 8<sup>th</sup> day of March, 2013.



April Clark [SEAL]  
Notary Public  
My Commission Expires: 1-9-17



## EXHIBIT A

### DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS

#### **First Property:**

All that lot or parcel of land with improvements thereon, situated, lying and being in the State of Georgia, County of Richmond, fronting on the West side of Seago Road consisting of 54.76 acres, more or less, and being contiguous and more particularly designated as Tract 1, 14.17 acres, more or less; Tract, 14.93 acres, more or less; Tract 3, 13.85 acres, more or less; and, Tract 4, 11.81 acres, more or less, as shown on a plat dated May 16, 1995, prepared for Tower Financial Services, Inc. by AyerCorp, RLS, and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 496, Pages 872-877; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is hereby conveyed subject to any and all other easements and restrictions of record in the aforesaid Clerk's office.

Tax map & parcel numbers:     254-0-001-14-0 (Tract 1)  
   253-0-038-00-0 (Tract 2)  
   253-0-039-00-0 (Tract 3)  
   254-0-001-13-0 (Tract 4)

#### **Second Property:**

A tract of land situated in the NE ¼ of Section 22, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the SE corner of the NW ¼ of the NE ¼ of said Section 22; using an assumed bearing of South 00 degrees 45 minutes 00 seconds West for the East line of said ¼-¼, thence turn an angle to the right of 60 degrees 37 minutes 12 seconds and run South 61 degrees 22 minutes 12 seconds West a distance of 682.22 feet to a point to the North right of way of Alabama Highway 25, said point being the point of beginning of the parcel herein described; thence run North 40 degrees 59 minutes 28 seconds West a distance of 407.84 feet to a point; thence run South 63 degrees 02 minutes 04 seconds West a distance of 184.66 feet to a point; thence run South 28 degrees 58 minutes 47 seconds East a distance of 305.00 feet to a point; thence run South 59 degrees 12 minutes 39 seconds East a distance of 138.72 feet to a point on the North right of way of said Alabama Highway 25; thence run in a Northeasterly direction along a curve of said highway right of way a distance of 200.70 feet to the point of beginning, said curve being concave to the Northwest and having a radius of 1382.75 feet, a central angle of 8 degrees 18 minutes 58 seconds a chord of 200.52 feet with a bearing of North 55 degrees 27 minutes 08 seconds East. Being situated in Shelby County, Alabama.