


Prepared by and return to:

Aliant Bank, a division of USAmeriBank
1100 Corporate Parkway
Meadow Brook Corporate Park
Birmingham, AL 35242


20140115000013690 1/11 \$46.00
Shelby Cnty Judge of Probate, AL
01/15/2014 09:19:21 AM FILED/CERT

MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$599.55 WAS COLLECTED AND PAID ON THE MORTGAGE DATED NOVEMBER 20, 2012 AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA BY DOCUMENT # 20130227000082420. MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$202.50 IS BEING PAID WITH THIS AGREEMENT IN CONNECTION WITH THE NEW NOTE REFERENCED IN THIS AGREEMENT.

CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT

THIS CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT (the "Agreement") is made and entered into on December 10, 2013, by and between **Rose Office Systems, Inc.**, an Alabama corporation, (the "Borrower"), **Rose Office Systems, Inc.**, an Alabama corporation, (the "Grantor") and Garry Cain, Barbara Cain and **Rose Building Systems, LLC** (collectively the "Guarantor") and **Aliant Bank**, a division of USAmeriBank, a Florida banking corporation, (the "Lender").

RECITALS

A. Borrower is indebted to Lender as evidenced by that certain Promissory Note dated as of November 20, 2012 in the original principal amount of \$399,675.15 (the "Mortgage Note").

B. Repayment of the indebtedness evidenced by the Mortgage Note is secured by various security instruments as described on Exhibit "A" attached hereto and made a part hereof, which together with all documents and instruments delivered with respect thereto are hereinafter referred to as the "Mortgage Loan Documents", which encumbers the real property described on Exhibit "B" attached hereto and made a part hereof (the "Real Property").

C. Borrower is indebted to Lender as evidenced by a certain Promissory Note dated as of December 10, 2013 in the original principal amount of \$135,000.00 (the "New Note").

D. Repayment of the indebtedness evidenced by the New Note is secured by various security instruments described on Exhibit "C" attached hereto and made a part hereof, which together with all documents and instruments delivered with respect thereto are hereinafter referred to as the "New Loan Documents".

E. The Mortgage Note and the New Note are hereinafter sometimes together referred to as the "Notes".

F. The Mortgage Loan Documents and the New Loan Documents are hereinafter sometimes together referred to as the "Loan Documents".

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

1. Recitals. The above recitals are true and correct and are incorporated herein by reference for all purposes as if fully set forth herein.

2. Cross-Default. Both of the Notes shall be deemed to be in default in the event of any default made by Borrower or Grantor in connection with either one of the Notes or any one of the Loan Documents. Each and every one of the Loan Documents shall be deemed to be in default in the event of any default made by Borrower or Grantor in connection with either one of the Notes or any one of the Loan Documents. All references in all documents hereinabove mentioned to "obligations", "loans", "indebtedness" or "amounts secured" shall be deemed to include, but not be limited to, the entire indebtedness described in the Mortgage Note and the New Note, as may be hereinafter modified, amended, increased or renewed together with all other indebtedness of every kind owing by Borrower or Grantor to Lender, whether now existing or hereafter incurred, direct or indirect, and whether the indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred, and including any sums advanced and any expenses incurred by Lender pursuant to the Loan Documents or any other note or evidence of indebtedness.

3. Cross-Collateralization. All collateral named in each and every one of the Loan Documents shall be collateral for both the Notes and the proceeds received by Lender from such collateral whether by liquidation or otherwise shall be applied to such Notes and in such order as Lender may determine in Lender's sole discretion. Lender shall not be required to satisfy any Mortgage or Loan Document until all of the cross-collateralized obligations shall have been paid in full.

4. Ratification. Except as modified and amended hereby, the terms and conditions of the Notes and the Loan Documents and all other documents executed with respect thereto are hereby ratified and affirmed and shall remain in full force and effect.

5. Novation. It is the intent of the parties that this instrument shall not constitute a novation and shall in no way adversely affect the lien priority of the Loan Documents. In the event that this Agreement, or any part hereof, shall be construed by a court of competent jurisdiction as operating to affect the lien priority of the Loan Documents over claims which would otherwise be subordinate thereto then to the extent that this Agreement is so construed to create an additional charge or burden upon the collateral encumbered, and to the extent that third persons acquiring an

interest in such property between the time of execution of the Loan Documents and the execution hereof, are prejudiced thereby, this Agreement or such portion hereof, as shall be so construed, shall be void and of no force and effect and this Agreement shall constitute, as to that portion, a subordinate lien on the collateral, incorporating by reference the terms of the Loan Documents and at such time the Loan Documents shall be enforced pursuant to the terms therein contained independent of this Agreement; provided, however, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all terms and conditions hereof until all indebtedness owing from Borrower to the Lender shall have been paid in full.

6. Warranties and Representations.

a. Borrower and Grantor hereby affirm, warrant and represent that all of the warranties and representations made by Borrower and Grantor in the Notes and Loan Documents described herein are true and correct as of the date hereof, that Borrower and Grantor are not in default of any of the Loan Documents or Notes nor aware of any default with respect thereto.

b. There is no claim, cause of action or set-off against Lender arising from any of the Loan Documents referred to in this Agreement, and Borrower and Grantor hereby waive and release Lender from any and all claims which may have arisen pursuant to the Loan Documents.

7. Miscellaneous.

a. Paragraph headings used herein are for convenience only and shall not be construed as controlling the scope of any provisions hereof.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

c. Time is of the essence of this Agreement.

d. As used herein, the neuter gender shall include the masculine and/or feminine genders and vice versa, and the singular shall include the plural and vice versa, as the context demands.

e. In the event that Lender resorts to litigation to enforce this Agreement, all costs of such litigation, to include reasonable attorney's fees through all trials, appeals and proceedings, to include, without limitation, any proceedings pursuant to the bankruptcy laws of the United States, shall be paid by Borrower and/or Grantor.


f. This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.

g. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing at such counterpart.

BORROWER, GRANTOR AND GUARANTOR ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT AND BORROWER, GRANTOR AND GUARANTOR AGREE TO ITS TERMS.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

WITNESSES:



Signature of Witness
Patsy Leach

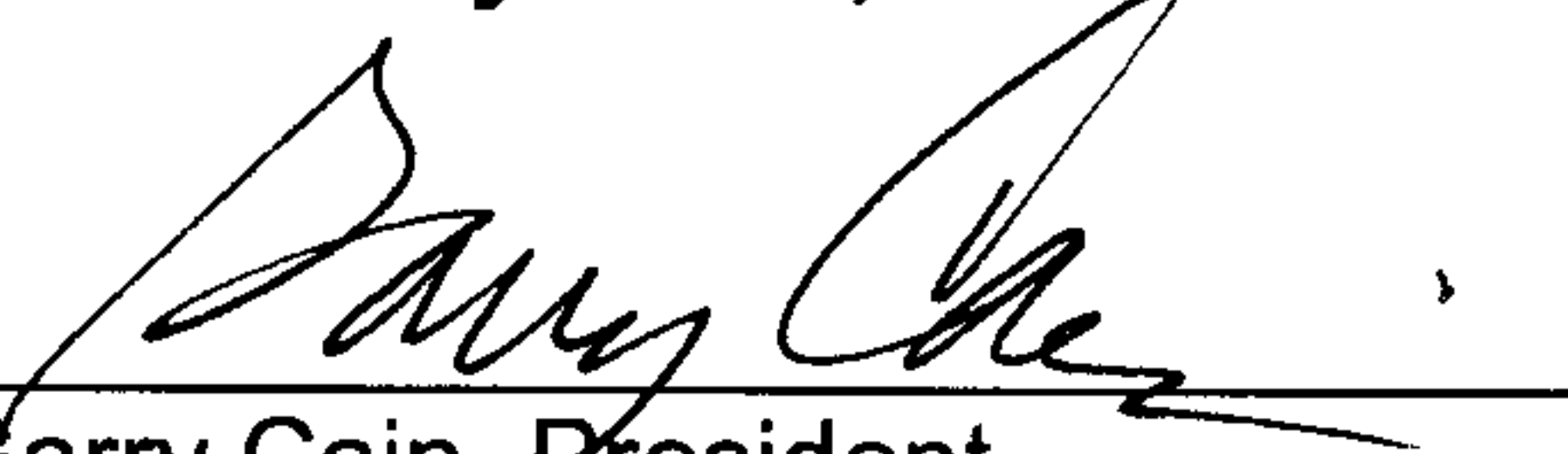
Print or type Name of Witness
Mary L Jones

Signature of Witness
Mary L Jones

Print or type Name of Witness


BORROWER

Rose Office Systems, Inc.

By: 

Garry Cain, President

WITNESSES:



Signature of Witness
Patsy Leach

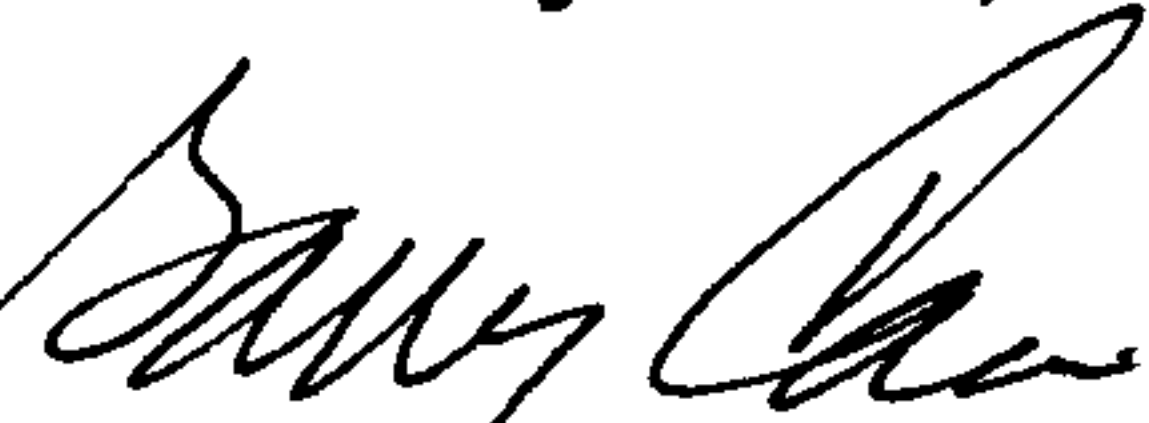
Print or type Name of Witness
Mary L Jones

Signature of Witness
Mary L Jones

Print or type Name of Wit

GRANTOR

Rose Office Systems, Inc.

By: 


Garry Cain, President

JOINDER BY GUARANTOR:

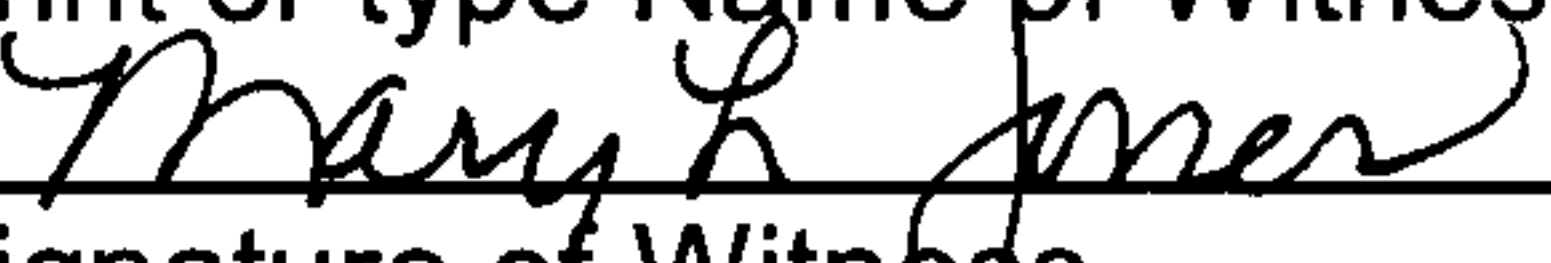
Guarantor joins in this Agreement for the purpose of consenting to the terms and conditions of said Agreement and to acknowledge and agree that Guarantor is liable for the repayment of the Notes as set forth herein and under the terms of the Loan Documents and pursuant to the terms and conditions of the Guaranty Agreements dated November 20, 2012 and December 10, 2013 from said Guarantor to Lender in connection with both Notes.

GUARANTOR:

WITNESSES:

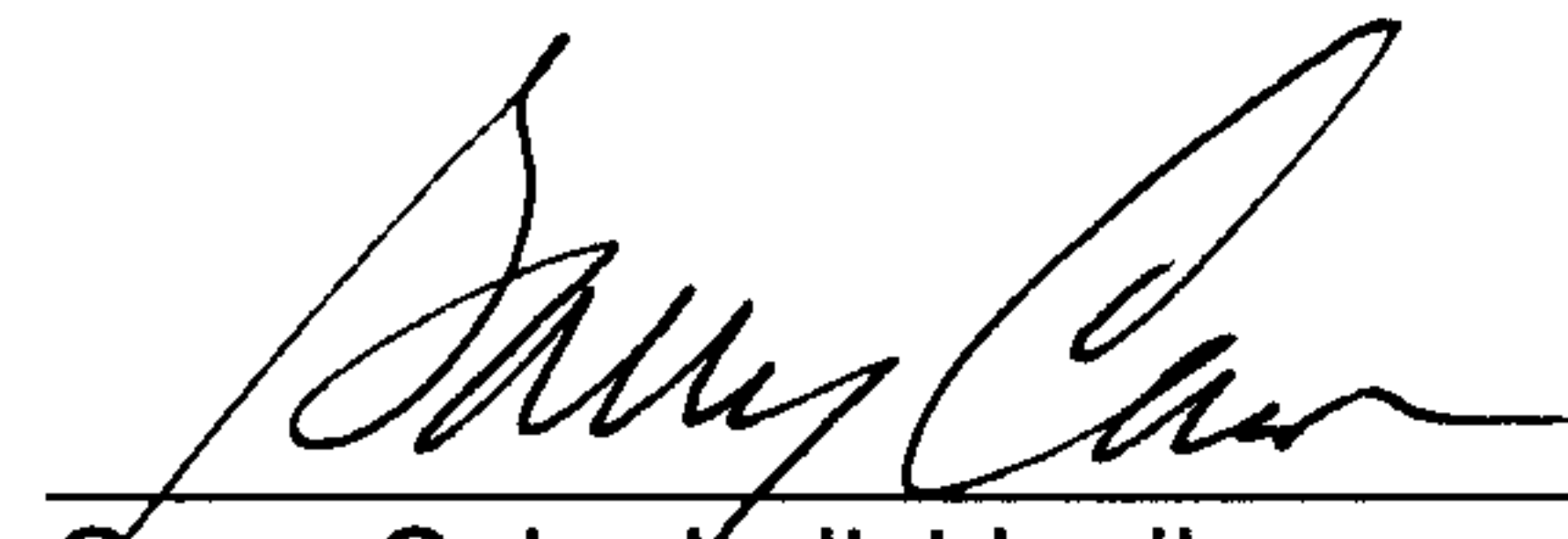


Signature of Witness
Patsy Leach

Print or type Name of Witness


Signature of Witness
Mary L Jones


Print or type Name of Witness




Garry Cain, Individually

GUARANTOR:

WITNESSES:

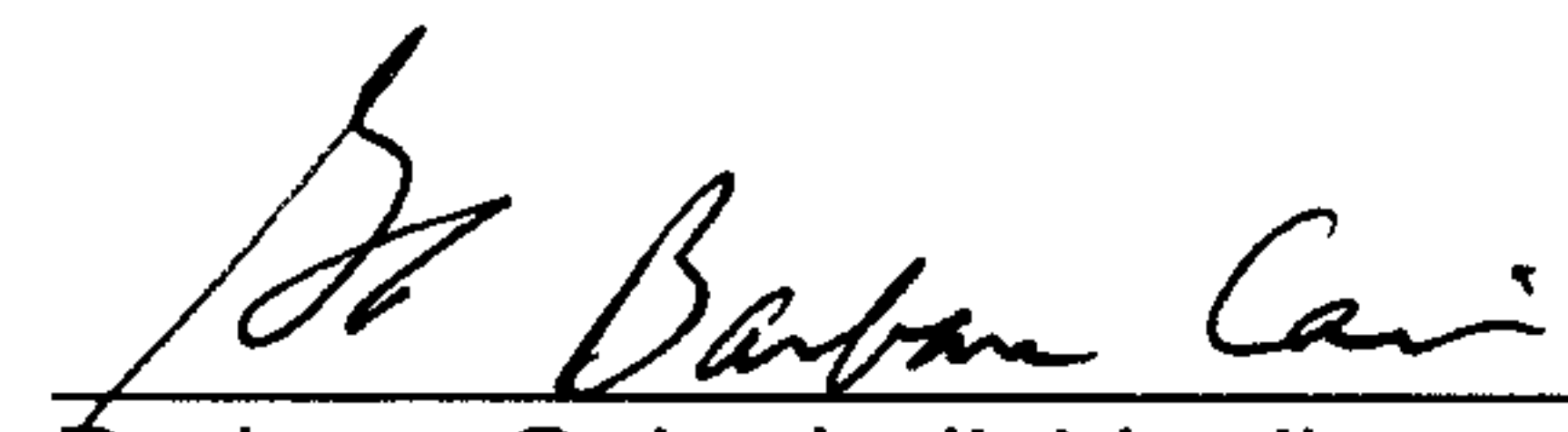


Signature of Witness
Patsy Leach

Print or type Name of Witness


Signature of Witness
Mary L Jones

Print or type Name of Witness



Barbara Cain, Individually

GUARANTOR:

Rose Building Systems, LLC

Garry Cain
Garry Cain, Manager

WITNESSES:

Patsy Leach
Signature of Witness

Patsy Leach
Print or type Name of Witness

Mary L Jones
Signature of Witness

Mary L Jones
Print or type Name of Witness

CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Garry Cain as President of Rose Office Systems, Inc., 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 said Agreement, he or she, as President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 11th day of December, 2013.

Mary L Jones
Notary Public

Mary L Jones
(Print, Type or Stamp Name)

My Commission Expires:

MARY L JONES
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES SEPT. 26, 2016

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Shelby

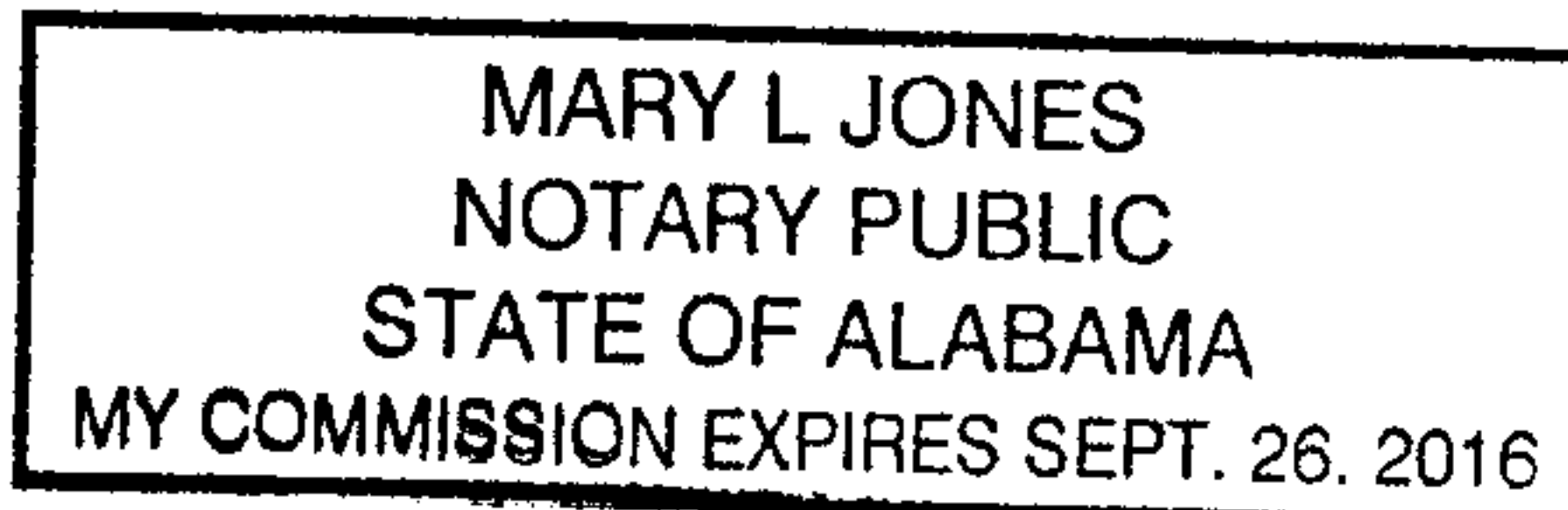
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Garry Cain as Manager of Rose Building Systems, LLC, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he or she, as Manager and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 11th day of December, 2013.

Mary L Jones
Notary Public

Mary L Jones
(Print, Type or Stamp Name)

My Commission Expires:



INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Shelby

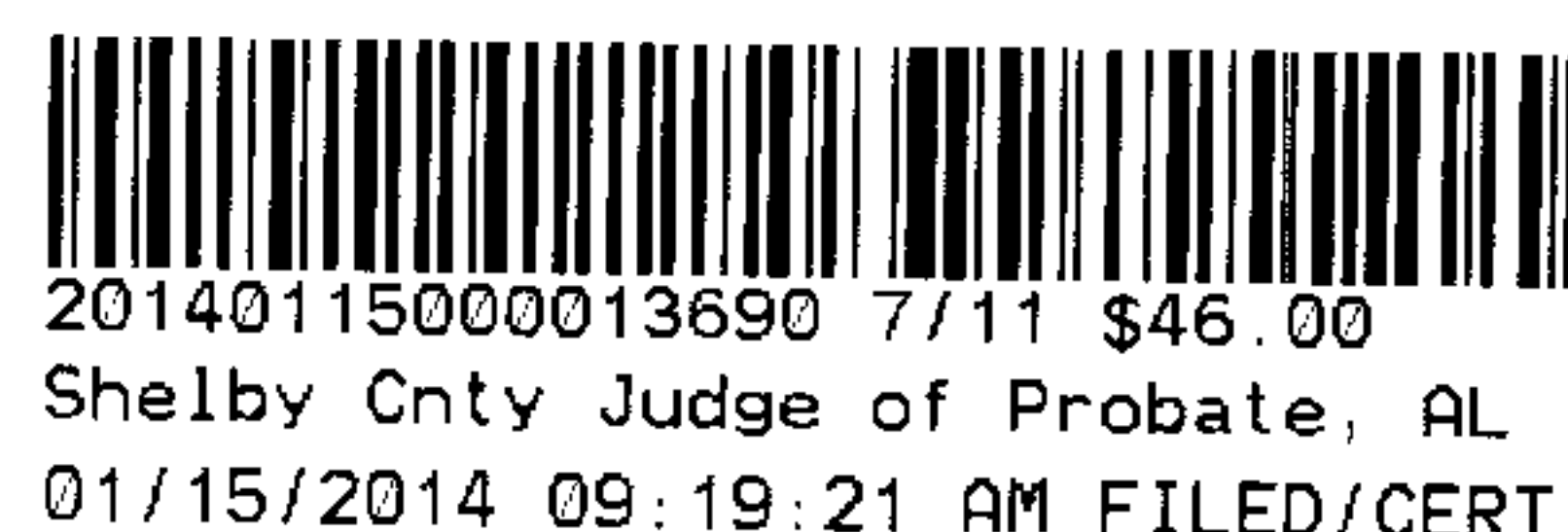
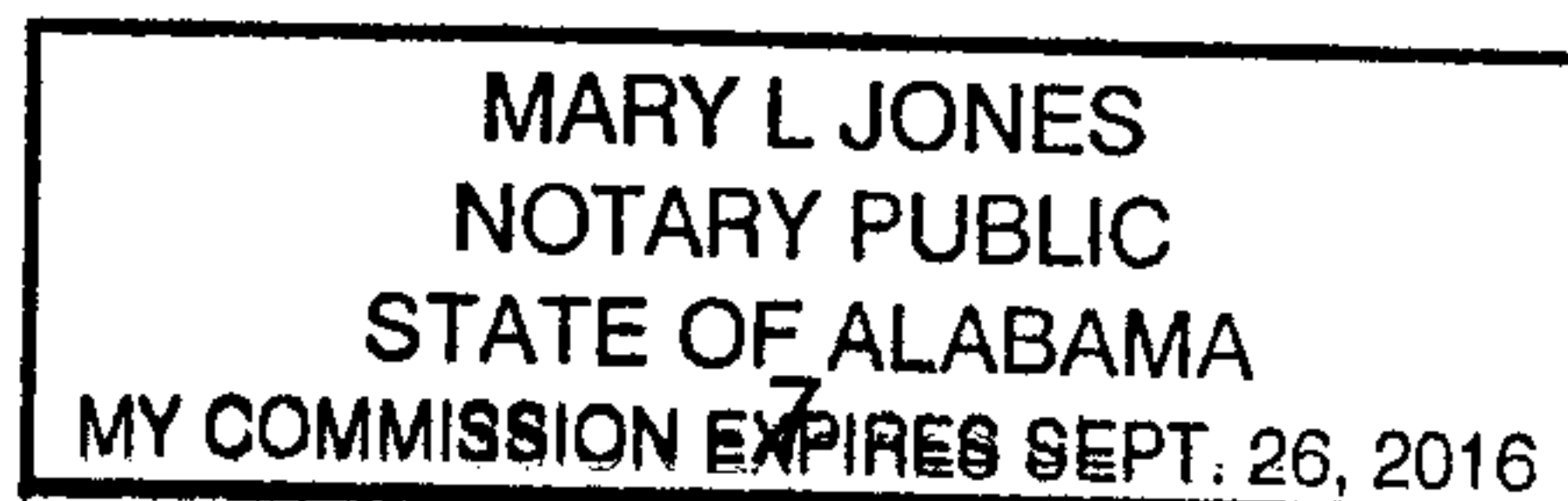
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Garry Cain, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of December, 2013.

Mary L Jones
Notary Public

Mary L Jones
(Print, Type or Stamp Name)

My Commission Expires:



INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Barbara Cain, 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 said Agreement, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of December, 2013.

Mary L Jones
Notary Public

Mary L Jones
(Print, Type or Stamp Name)

My Commission Expires:

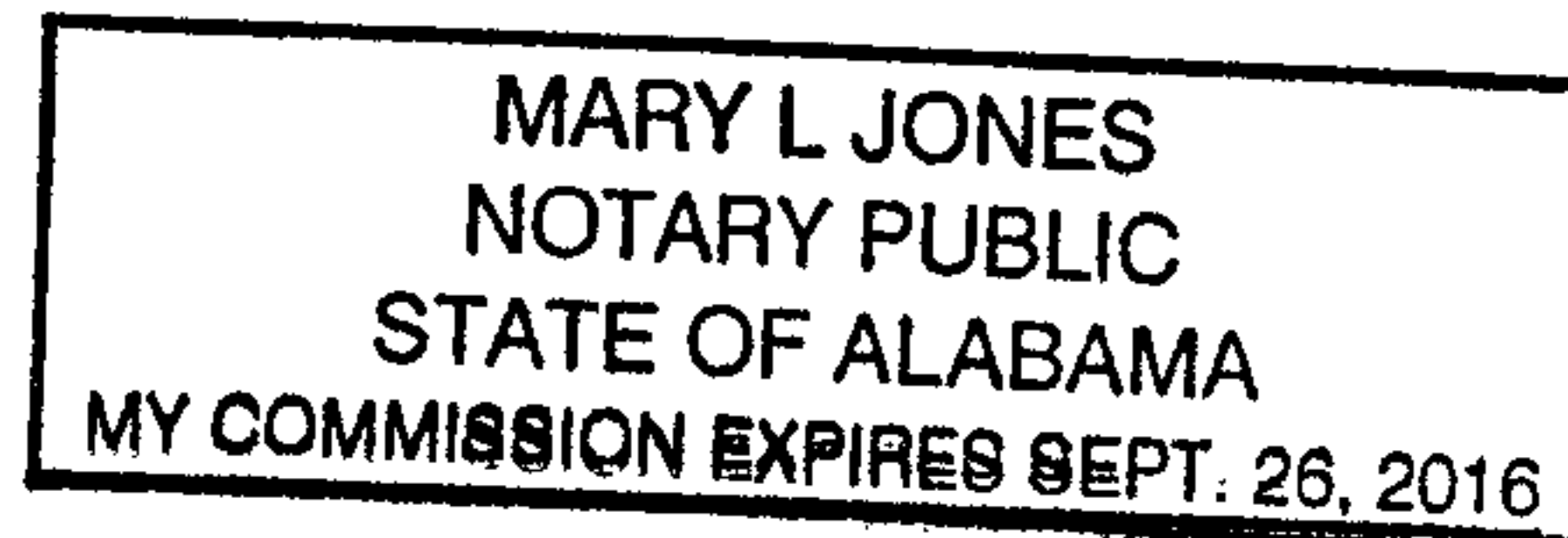


EXHIBIT "A"

- Promissory Note dated November 20, 2012 in the amount of \$399,675.15
- Mortgage dated November 20, 2012 and recorded by instrument #20130227000082420 in the Probate Office of Shelby County, Alabama.
- Assignment of Rents dated November 20, 2012 and recorded by instrument #20130227000082440 in the Probate Office of Shelby County, Alabama.
- Business Loan Agreement dated November 20, 2012
- Commercial Security Agreement dated November 20, 2012
- UCC Financing Statement recorded by instrument #20130418000157810 in the Probate Office of Shelby County, Alabama.
- UCC Financing Statement (RE fixture filing) to be filed with the State of Alabama.
- UCC Financing Statement (modular building) to be filed with the State of Alabama.
- Along with all other ancillary documents

EXHIBIT "B"

A parcel of land situated in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of section 30, Township 21 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast Corner of the above said $\frac{1}{4}$ - $\frac{1}{4}$; thence North 86 degrees, 34 minutes, 07 seconds West, a distance of 42.42 feet to the point of beginning; thence continue along the last described course, a distance of 249.28 feet; thence South 16 degrees, 43 minutes, 49 seconds East, a distance of 1114.25 feet; thence North 16 degrees, 21 minutes, 21 seconds West, a distance of 126.61 feet to the beginning of a curve to the right, having a radius of 890.00 feet, a central angle of 16 degrees, 20 minutes, 05 seconds and subtended by a chord which bears North 08 degrees, 11 minutes, 19 seconds West and a chord distance of 252.88 feet; thence along the arc of said curve, a distance of 253.73 feet; thence North 00 degrees, 01 minutes, 16 seconds West, a distance of 680.38 feet to the point of beginning.

EXHIBIT "C"

- Promissory Note dated December 10, 2013 in the amount of \$135,000.00
- Business Loan Agreement dated December 10, 2013
- Commercial Security Agreement dated December 10, 2013
- UCC Financing Statement to be filed with the State of Alabama
- Along with all other ancillary documents