

**MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
SECURITY AGREEMENT**

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") executed and effective as of June 17, 2014, (the "Effective Date"), from **BHM Es Tu Malade? #59, LLC**, an Alabama limited liability company, with a principal place of business at 5455 Troy Highway, Montgomery, Alabama 36116, Attn: Foy H. Tatum ("Mortgagor" or "Borrower"), to **Aliant Bank**, a division of USAmeriBank, with a principal place of business located at 2740 Zelda Road, Montgomery, Alabama 36106 (together with its successors and assigns, hereinafter referred to as "Mortgagee" or "Lender"). All capitalized terms in this Mortgage which are not defined in this Mortgage shall have the meaning ascribed to them in the Loan Agreement (as said term is hereinafter defined). All references in this Mortgage to any document or instrument shall be deemed to include all modifications, amendments, supplements, extensions and renewals thereof hereafter entered into by Borrower and Lender.

This Mortgage secures a maximum principal amount of indebtedness outstanding at any time not to exceed **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)**, plus accrued and unpaid interest thereon, fees and certain other amounts as more fully described and provided for herein including but not limited to future advances. This Mortgage also secures advances for the payment of taxes and municipal assessments, maintenance charges, insurance premiums, costs incurred for the protection of the Property (as defined below) or the lien of this Mortgage, expenses incurred by Mortgagee by reason of an Event of Default (as defined in Section 4.1 hereof) under this Mortgage and advances for erection, construction, alteration and repair of the Property or for any other purpose, together with all other sums due hereunder or secured hereby as hereinafter described.

I. RECITALS

WHEREAS, Mortgagor is the holder of a fee simple title in the Real Property (as hereinafter defined);

WHEREAS, reference is made to that certain Loan Agreement dated as of even date hereof (as amended, supplemented, restated or otherwise modified from time to time by Borrower and Lender, the "Loan Agreement"), by and among Borrower and the Lender pursuant to which, subject to certain terms and conditions, the Lender has agreed to make a loan and other extensions of credit to the Borrower as may be set forth therein;

WHEREAS, the loan and other extensions of credit from time to time by Lender to Borrower are evidenced by the Loan Agreement and certain other documents including that certain promissory note from Borrower to Lender of even date hereof in the principal amount of \$1,000,000.00 (the "Note") including any extensions, renewals, or amendments to, or replacements or restatements thereof entered into by Borrower and Lender;

WHEREAS, the obligations of Mortgagor to repay the Loan, advances and other extensions of credit made pursuant to the Loan Agreement, are evidenced by the Loan Agreement, the Note and the other Loan Documents;

WHEREAS, as a condition precedent to making the Loan and other extensions of credit by the Lender, pursuant to the Loan Agreement, the Lender requires the Mortgagor to, and the Mortgagor is willing to, execute this Mortgage securing the payment and performance of the Secured Obligations (as hereinafter defined);

WHEREAS, this Mortgage is given to secure the prompt payment and the performance in full when due, whether at stated maturity, by acceleration or otherwise (including the payment of amounts which would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)) of all Secured Obligations and also to secure the performance of all Secured Obligations herein contained; and

WHEREAS, Mortgagor wishes to provide further assurance and security to the Mortgagee and as a condition to the Lender executing the Loan Agreement and the other Loan Documents, the Mortgagee is requiring that Mortgagor grant to the Mortgagee a security interest in and a mortgage lien upon the Property, subject to the Permitted Exceptions, to secure all of the Secured Obligations.

II. GRANT

NOW, THEREFORE, to secure the payment and performance of the Secured Obligations (as hereinafter defined), Mortgagor has executed this Mortgage and does hereby agree as follows:

MORTGAGOR HAS IRREVOCABLY GRANTED, BARGAINED, SOLD, CONVEYED, ALIENED, REMISED, RELEASED AND CONFIRMED, AND BY THESE PRESENTS DOES IRREVOCABLY GRANT, BARGAIN, SELL, CONVEY, ALIEN, REMISE, RELEASE AND CONFIRM UNTO MORTGAGEE, ITS HEIRS, SUCCESSORS AND ASSIGNS, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, FOR ITSELF ITS SUCCESSORS AND ASSIGNS, THE TITLE TO THE PROPERTY DESCRIBED HEREIN.

The “Property” shall mean and include the following (and all proceeds thereof):

A. All of the right, title and interest of the Mortgagor in and to all that tract or parcel of land described on Exhibit A attached hereto and incorporated herein by reference, such tract or parcel of land being hereinafter called the “Real Property”;

B. The buildings, structures and improvements now or hereafter located on the Real Property (the “Improvements”), all of which are declared to be a part of the Real Property encumbered hereby and which shall not be removed from the Real Property, and all rights and interest of Mortgagor in and to: (i) the streets and roads abutting the Real Property to the center lines thereof, the strips and gores within or adjoining the Real Property; (ii) the air space and right to use said air space above the Real Property; (iii) all rights of ingress and egress by pedestrians and motor vehicles to parking facilities on or within the Real Property; (iv) all easements now or hereafter affecting the Real Property; (v) royalties and all rights appertaining to the use and enjoyment of the Real Property, including, without limitation, alley, drainage, sewer, mineral, water, oil and gas rights, rights-of-way, vaults, ways, passages, water courses, water rights and powers; and (vi) all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Real Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto and the reversion and reversions, remainder and remainders thereof;

C. All fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, now or hereafter owned by Mortgagor and attached to, contained in, used or intended to be incorporated in or used in connection with the Real Property or the Improvements or placed on any part thereof, though not attached thereto, including, but not limited to, all building materials, screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator plants, stoves, ovens (microwave, convection and others), refrigerators, freezers, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings, fixtures and articles of personal property, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property, and which shall be deemed to be a portion of the security for the Secured Obligations secured

by this Mortgage, and all trade names, trademarks, tradestyles, service marks, copyrights, service contracts, computers and computer software, telephone equipment and systems, warranties, guarantees, business and building licenses and permits, architects and engineers plans, blueprints and drawings relating to the Real Property (all of the items described in this paragraph C, the "Personal Property");

D. All leases, lettings and licenses of the Real Property or the Improvements or any part thereof now or hereafter entered into by the Mortgagor as landlord (the "Leases"), and the rents, receipts, issues, profits, accounts receivable and revenues of the Property from time to time accruing under the Leases (including without limitation all rental payments, tenant security deposits and escrow funds) including, without limitation, the right to receive and collect the rents, issues and profits payable thereunder (the "Rents");

E. All extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the foregoing, hereafter acquired by, or released to, Mortgagor, or constructed, assembled or placed by Mortgagor or by others for Mortgagor's benefit thereon, and all conversions of the security constituted thereby, which immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, to the extent of Mortgagor's interest therein, and with the same effect, as though now owned by Mortgagor and specifically described herein;

F. All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Mortgagor in respect of any of the foregoing Property under paragraphs A-E above and all proceeds of the conversion, voluntary or involuntary, of the foregoing Property under paragraphs A-E above or any part thereof into cash or liquidated claims, including, without limitation, proceeds of claims under hazard and title insurance policies and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the foregoing Property under paragraphs A-E above by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Improvements, Real Property or any easement therein, including awards for any change of grade of streets;

G. All rights of Mortgagor under any contracts executed by Mortgagor with any provider of goods or services for or in connection with any construction undertaken on or services performed or to be performed in connection with the Real Property or the Improvements; and

H. All products and proceeds of any of the foregoing Property under paragraphs A-G above including all such proceeds acquired with cash proceeds in whatever form, whether real or personal property and, if personalty, whether such property shall constitute "goods," "accounts," "inventory," "equipment," "instruments," "chattel paper," "documents" or "general intangibles," all as defined under Article 9 of the Uniform Commercial Code in effect in the State of Alabama.

TO HAVE AND TO HOLD the Property and all parts thereof together with the rents, issues, profits and proceeds thereof, hereby granted or mentioned and intended so to be, with the appurtenances, unto Mortgagee, its successors and assigns with the Power of Sale and the other Secured Parties, upon the trusts and for the uses and purposes hereinafter set forth.

Mortgagor represents and warrants that, except for Permitted Exceptions, Mortgagor has a fee simple estate in and title to the Property and has the right to grant, convey and assign the Property, that its title to the Property is unencumbered and that Mortgagor will warrant and defend generally the title to the Property against all lawful claims and demands, subject to the Permitted Exceptions. As used herein, the terms "Permitted Exceptions" shall mean and refer to all title exceptions listed in Schedule B Part II of that certain title commitment issued by First American Title Insurance Company to Lender in connection with the Loan.

THIS INSTRUMENT IS A MORTGAGE PURSUANT TO THE LAWS OF THE STATE OF ALABAMA, and is given as security for the performance of the covenants and agreements contained in the Loan Agreement, this Mortgage, the Note, the other Loan Documents and related documents, and among other obligations, the payment and performance of the following:

- (a) All obligations of Mortgagor under the Loan Agreement and the other Loan Documents and related documents. This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed ONE MILLION and NO/100 DOLLARS (\$1,000,000.00), plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Property, plus interest thereon.
- (b) All covenants and agreements, obligations, liabilities and other obligations of any kind (including, without limitation, principal, interest, fees, reimbursement obligations, administrative costs and indemnities) of Mortgagor or any other Borrower, or combination thereof, now existing or arising in the future from time to time under or in respect of this Mortgage, the Loan Agreement, the Note and the other Loan Documents and related documents.
- (c) The repayment of all sums due or that may become due under or in connection with any present or future agreement between Mortgagor and Mortgagee or any affiliate of Mortgagee, including, but not limited to, an ISDA Master Agreement, which provides for an interest rate, currency, equity, credit or commodity swap, cap, floor or collar, spot or foreign currency exchange transaction, cross currency rate swap, currency option, or any combination thereof or option with respect to any of the foregoing or similar transactions, for the purpose of hedging Mortgagor's exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio or loan valuations or commodity prices (each a "Hedge Agreement").
- (d) Any and all other amounts, liabilities, and obligations for which or for the performance of which Mortgagor or any other Borrower or any combination thereof is or may become indebted or obligated under the terms of this Mortgage, the Loan Agreement, the Note and the other Loan Documents.
- (e) Any and all renewals, increases, rearrangements, modifications, supplements, restatements and extensions of the foregoing items of indebtedness and obligations.
- (f) Costs and expenses of collection (including, without limitation, reasonable attorneys' fees and expenses actually incurred), actually incurred by Mortgagee in obtaining performance of, or in collecting any payments due under, the Loan Agreement, the Note and the other Loan Documents and commissions, expenses, charges, reimbursement obligations, indemnification obligations, reasonable fees and expenses due and payable to Lender under the Loan Agreement and the other Loan Documents.

Each and every such indebtedness, liability and obligation of any kind described and included in this Mortgage, whether such item is absolute or contingent, due or not due, liquidated or unliquidated, arising under or in connection with the Loan Agreement, this Mortgage, the Note and the other Loan Documents or any of them (including, without limitation, the foregoing, and the Obligations) is intended to be fully secured by the liens, assignments, and security interests created under and by virtue of this

Mortgage, and all such items so secured (now or hereafter existing or arising) are hereinafter collectively referred to herein as the "Secured Obligations."

PROVIDED ALWAYS, that if the Secured Obligations be paid and performed by Mortgagor to Mortgagee at all times and in the manner stipulated in this Mortgage, the Loan Agreement and the other Loan Documents, including any renewals, extensions, modifications or amendments thereof and the Mortgagee shall have no further commitment or agreement to make advances, incur obligations or give value under the Loan Agreement, then subject to and in accordance with the provisions hereof, this Mortgage shall terminate and the Mortgagee shall deliver to Mortgagor a satisfaction of this Mortgage in proper and recordable form, but otherwise shall remain in full force and effect.

III. GENERAL AGREEMENTS

3.1 Payment of Indebtedness. Mortgagor shall pay promptly and when due all amounts owing by Mortgagor in respect of the Secured Obligations at the times and in the manner provided in the Loan Agreement, the Note, this Mortgage or any of the other Loan Documents.

3.2 Impositions. Mortgagor shall pay prior to delinquency all general taxes, special taxes, special assessments, water charges, sewer charges, and any other charges, fees, taxes, claims, levies, expenses, liens and assessments, ordinary or extraordinary, governmental or nongovernmental, statutory or otherwise (all of the foregoing being herein collectively referred to as "Impositions"), that may be asserted against the Property or any part thereof or Mortgagor's interest therein; provided, however, that Mortgagor shall have the right to contest any such Impositions but shall post a bond or other security reasonably satisfactory to Mortgagee if required to prevent the enforcement of any lien against the Property or any part thereof for the enforcement of such Imposition.

3.3 Payment of Impositions by Mortgagee. Upon the occurrence and during the continuance of an Event of Default, Mortgagee is hereby authorized to make or advance, in the place and stead of Mortgagor, any payment relating to Impositions. Mortgagee may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy or the validity of any Impositions, lien, sale, forfeiture, or related title or claim. Mortgagee is further authorized to make or advance, in place of Mortgagor any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge, or payment otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this Section 3.3, whenever, in Mortgagee's reasonable judgment and discretion, such advance is necessary to protect the full security intended to be created by this Mortgage. All such advances and indebtedness authorized by this Section 3.3 shall constitute Secured Obligations and shall be repayable by Mortgagor upon demand with interest at the rate payable under the Note after an Event of Default (the "Default Rate").

3.4 Insurance. Mortgagor shall keep the Property insured against loss or damage by fire and such other casualties and risks, including without limitation general liability insurance coverage and loss of rents/business interruption insurance as may be required from time to time by Mortgagee; provided, however, notwithstanding anything to the contrary herein or in any other loan documents, Mortgagee shall not require flood insurance or earthquake insurance unless and during periods when either (a) required by applicable law, (b) the building or any part thereof is located in a special flood hazard classification by FEMA (in the case of flood of insurance), or (c) it is determined that the Real Property is located in an earthquake prone zone as determined by any applicable governmental authority or insurance rating agency. Irrespective of the insurance required and approved by Mortgagee hereunder, the security interest of Mortgagee hereunder shall cover all policies of insurance which insure against loss or damage to the Property, and the proceeds from any and all such policies required under this Mortgage. The insurance shall provide that no cancellation, reduction in amount or material change in coverage thereunder shall be effective unless the insurer first gives Mortgagee thirty (30) days prior written notice. Forthwith upon the issuance of all such policies required under this Mortgage, Mortgagor shall deliver the same to Mortgagee together with evidence reasonably satisfactory to Mortgagee that the premiums have

been paid. Within thirty (30) days prior to the expiration date of all insurance policies required under this Mortgage, Mortgagor shall deliver to Mortgagee a renewal policy together with evidence reasonably satisfactory to Mortgagee that the premium therefor has been paid. In the event of a foreclosure and sale by Mortgagee of the Property, the purchaser of the Property shall succeed to all rights of Mortgagor in and to such policies, including the right to the refund of unearned premiums and to dividends thereunder, and Mortgagee may, at Mortgagee's election, assign and deliver the policies to such purchaser without any warranty or representation, express or implied, and without recourse.

3.5 Condemnation and Eminent Domain. Mortgagor shall give Mortgagee prompt notice of all proceedings, instituted or threatened, seeking condemnation or a taking by eminent domain or like process (herein collectively called "Taking"), of all or any part of the Property or affecting any related easement or appurtenance (including severance of, consequential damage to, or change in grade of streets), and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceeding. Upon the occurrence and during the continuance of an Event of Default, Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option to participate in such proceeding and control the same and to be represented therein by counsel of its own choice, and Mortgagor will deliver, or cause to be delivered to Mortgagee such instruments as may be requested by it from time to time to permit such participation or control. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any and all awards and payments resulting from any Taking. Mortgagee is hereby authorized to collect and receive from the condemnation authorities all awards and payments (collectively referred to herein as "Awards") and is further authorized to give appropriate receipts and acquittances. Such award or payment, less the amount of any expenses incurred in litigating, arbitrating, compromising, or settling any claim arising out of a Taking, shall be paid to Mortgagee and Mortgagee shall be entitled to apply such sums on account of the indebtedness secured by this Mortgage, regardless of whether the same shall then be due and payable, and any balance of such sums thereafter remaining shall be paid to Mortgagor.

3.6 Intentionally Omitted

3.7 Maintenance of Property. Mortgagor shall:

(a) promptly repair, restore, replace or rebuild any material portion of the Property which may become damaged, destroyed, altered, removed, severed, or demolished, whether or not proceeds of insurance are available or sufficient for the purpose, with replacements at least equal in quality and condition as previously existed, free from any security interest in, encumbrances on or reservation of title thereto except the lien of this Mortgage and Permitted Encumbrances;

(b) keep the Property in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims except for Permitted Exceptions; and

(c) not make any material alterations in the Property, except as required by law or municipal ordinance or in the ordinary course of business, or as otherwise permitted in accordance with the terms of the Loan Agreement.

3.8 Prohibited Liens; Prohibited Transfers.

(a) Mortgagor shall not create, suffer, or permit to be created or filed against the Property any Lien superior or inferior to the lien created by this Mortgage without the prior written consent of Mortgagee.

(b) Mortgagor may not sell, lease or convey all or any part of the Property or any interest therein or any interest in Mortgagor which results in a change of control in Mortgagor without the prior written consent of Mortgagee.

3.9 Assignment of Leases and Rents.

(a) All right, title, and interest of Mortgagor in and to all Leases and Rents are hereby transferred and assigned simultaneously herewith to Mortgagee. Although it is the intention of the parties that the assignment contained in this paragraph shall be a present and absolute assignment, it is expressly understood and agreed, anything to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall exist and be continuing under this Mortgage.

(b) Following the occurrence of an Event of Default and during the continuance thereof, (i) Mortgagee shall have the rights and powers as are provided herein, (ii) this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof to pay all Rents directly to Mortgagee without proof of the Event of Default, and (iii) Mortgagee shall have the authority, as Mortgagor's attorney-in-fact (such authority being coupled with an interest and irrevocable), to sign the name of Mortgagor and to bind Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Property.

(c) If Mortgagor, as lessor under any Lease, shall neglect or refuse to perform, observe and keep all of the covenants, provisions and agreements contained in such Lease, then Mortgagee may perform and comply with any such Lease covenants, agreements and provisions provided Mortgagor has not cured or is not then diligently prosecuting the cure of such neglect or failure. All reasonable costs and expenses incurred by Mortgagee in complying with such covenants, agreements, and provisions shall constitute Secured Obligations and shall be payable upon demand with interest thereon as provided herein or in the other Loan Documents, including the Default Rate, where applicable, and in accordance with the terms of the Loan Agreement.

(d) Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under any Lease, and Mortgagor shall and does hereby agree, except to the extent of Mortgagee's gross negligence or willful misconduct, to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any Lease or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against it by reason of alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in such Lease. Should Mortgagee incur any such liability, loss or damage under any Lease or under or by reason of its assignment to Mortgagee, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall constitute Secured Obligations and shall be payable upon demand with interest thereon as provided herein or in the other Loan Documents, including the Default Rate, where applicable, and in accordance with the terms of the Loan Agreement.

3.10 Uniform Commercial Code.

(a) This Mortgage constitutes a Security Agreement as that term is used in the Uniform Commercial Code (the "Code") in the State of Alabama (the "State") with respect to any part of the Property which may or might now or hereafter be or be deemed to be personal property, fixtures, intangibles or property other than real estate (including all replacements thereof, additions thereto and substitutions therefor) (collectively, the "Personal Property Collateral"). All of Mortgagor's right, title and interest in the Personal Property Collateral is hereby assigned to Mortgagee to secure the payment of the Secured Obligations, and Mortgagor hereby grants to and creates in favor of Mortgagee a security interest in and to the Personal Property Collateral as security for the payment of the Secured Obligations.

(b) At any time after an Event of Default has occurred and shall be continuing, Mortgagee shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Personal Property Collateral or any part thereof. The remedies of Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for

herein or under the Code shall not be construed as a waiver of any of the other remedies of the Mortgagee, including having the Personal Property Collateral deemed part of the realty upon any foreclosure so long as any part of the Secured Obligations remains unsatisfied.

(c) This Mortgage is intended to be a "fixture filing" for purposes of the Code with respect to the items of Property which are or may become fixtures relating to the Real Property upon recording of this Mortgage in the real estate records of the proper office. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth in Section 5.1 hereof. The record owner of the Real Property is Mortgagor.

(d) Mortgagor hereby directs Mortgagee to cause to be recorded in the County in which the Real Property is located, as well as with the applicable offices of the State, such financing statements and fixture filings and amendments and continuations thereof as shall be necessary or advisable in order to perfect and preserve the priority of Mortgagee's lien upon the Personal Property Collateral.

3.11 Releases. Without notice and without regard to the consideration therefor, and to the existence at that time of any inferior liens, Mortgagee may release from the lien created hereby all or any part of the Property, or release from liability any Person obligated to repay the of the Secured Obligations, without affecting the liability of any party to any of the Note, this Mortgage, the Loan Agreement or any of the other Loan Documents (including without limitation any guaranty given as additional security) and without in any way affecting the priority of the lien created hereby. Mortgagee may agree with any liable party to extend the time for payment of any part of the Secured Obligations. Such agreement shall not in any way release or impair the lien created by this Mortgage or reduce or modify the liability of any person obligated personally to repay any portion of the Secured Obligations, but shall extend the lien created by this Mortgage as against the title of all parties having any interest in the Property (other than a fee simple interest).

3.12 Further Assurances. Mortgagor agrees that, upon the request of Mortgagee from time to time, Mortgagor will, at Mortgagor's sole cost and expense, execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage. In the event that Mortgagor shall fail to do any of the foregoing, Mortgagee may, in its sole discretion, do so in the name of Mortgagor, and Mortgagor hereby appoints Mortgagee as its attorney-in-fact to do any of the foregoing.

3.13 Public Accommodation Laws. Mortgagor hereby represents and warrants that the Property currently complies in all material respects with all requirements of the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., and the regulations promulgated thereunder, and all other federal, state or local laws, ordinances, governmental rules and regulations regarding public accommodations (collectively "Public Accommodation Laws"), and Mortgagor covenants and agrees that the Property shall at all times remain in compliance with all Public Accommodation Laws now or hereafter in effect, in all cases to the extent relevant to the Property after taking into account the benefit of any "grandfather" rights that might limit the application of any future Public Accommodation Laws or modifications or amendments of any existing Public Accommodations Laws or any rules or regulations applicable thereto.

3.14 Subrogation. Mortgagee shall be subrogated to all right, title, equity, liens and claims of all Persons to whom Mortgagee has paid or pays money in settlement of claims, liens, encumbrances or charges or in the acquisition of any right or title for Mortgagee's benefit under this Mortgage or for the benefit and account of Mortgagor.

3.15 After-Acquired Property. If Mortgagor ever acquires (a) any additional property of any kind or nature described in Article II, or (b) an interest in any Property greater than Mortgagor's interest now held, then such property or interest shall, immediately upon such acquisition, become subject to the lien of this Mortgage as fully and completely and with the same effect as if owned by Mortgagor on the

Effective Date and specifically described in this Mortgage, without need to deliver or record any supplement to this Mortgage or any other instrument. Mortgagor shall, at Mortgagee's request, execute and deliver all further assurances, conveyances, and assignments as Mortgagee may require to subject all such property or interest to the lien of this Mortgage.

IV. EVENT OF DEFAULT AND REMEDIES

4.1 Event of Default. Each of the following events shall constitute an "Event of Default" under this Mortgage: (i) should Mortgagor fail to pay the Secured Obligations or any part thereof, within ten (10) days after the same shall become due and payable; (ii) should any warranty or representation of Mortgagor herein contained, or contained in any instrument, transfer, certificate, statement, conveyance, assignment or loan agreement given with respect to the Secured Obligations, prove untrue or misleading in any material aspect; (iii) should the Property be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Property be diminished and such event shall continue for a period of thirty (30) days after written notice thereof from Mortgagee to Mortgagor; (iv) should any federal tax lien or claim of lien for labor or material be filed of record against Mortgagor or the Property and not be removed by payment or bond within thirty (30) days from date of recording; (v) should any claim of priority to this Mortgage by title, lien or otherwise be asserted in any legal or equitable proceeding which is not fully covered by applicable title insurance and which is not dismissed or bonded within thirty (30) days; (vi) should Mortgagor or any guarantor of the Secured Obligations make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Mortgagor or any guarantor of the Secured Obligations or of any of Mortgagor's or any guarantor's of the Secured Obligations property be appointed and shall not be discharged within sixty (60) days thereafter, or should any petition for the bankruptcy, reorganization or arrangement of Mortgagor or any guarantor of the Secured Obligations pursuant to the Federal Bankruptcy Act or any similar statute, be filed and shall not be discharged within sixty (60) days thereafter, or should Mortgagor or any guarantor of the Secured Obligations be adjudicated a bankrupt or insolvent, or should Mortgagor or any guarantor of the Secured Obligations in any proceeding admit his insolvency or inability to pay his debts as they fall due or should Mortgagor, if a corporation, be liquidated or dissolved; (vii) should Mortgagor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreement, obligations and conditions set out in this Mortgage, or in the Note or in any instrument given with respect to the Secured Obligations and such failure shall continue for a period of thirty (30) days after written notice thereof from Mortgagee to Mortgagor; provided, however, if such failure is capable of being cured but cannot reasonably be cured during said 30-day period, then Mortgagor shall not be deemed in default hereunder provided it commences the cure of said failure during said 30-day period and thereafter diligently prosecutes said cure to completion; (viii) should Mortgagor transfer, convey, encumber, mortgage, grant a security interest in or otherwise convey any interest in the Property whatsoever without the prior written consent of Mortgagee; (ix) should there occur, without the prior written consent of Mortgagee, any change in the membership of Mortgagor which results in a change in control of Mortgagor; (x) should an event of default occur under the terms of any mortgage or any note secured by said mortgage or any other document or security instrument given in connection therewith given from Mortgagor to Mortgagee; (xi) should an event of default occur under the terms of any other mortgage encumbering all or any portion of the Property; (xii) should Mortgagor hereafter attempt to limit the maximum principal amount which may be secured by this Mortgage; or (xiii) the occurrence of an event of default under any Hedge Agreement which is not cured within any applicable grace or cure period.

4.2 Foreclosure and Remedies. If an Event of Default occurs and remains uncured or the Secured Obligations shall otherwise become due, whether by acceleration or otherwise, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its

assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this Mortgage as to the amount so declared due and payable, and the Property, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Alabama.

4.3 Remedies Cumulative and Non-Waiver. No remedy or right of Mortgagee hereunder or under the Loan Agreement or any of the other Loan Documents or otherwise, or available under applicable law, shall be exclusive of any other right or remedy. Each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on the occurrence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature, nor shall it extend or affect any grace period. Every remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee shall be in addition to, and not in limitation of, those provided by law or contained in any of the other Loan Documents or any other written agreement or instrument relating to any of the Secured Obligations or any security therefor.

4.4 Expenses. In any proceeding to foreclose or partially foreclose the lien of this Mortgage, there shall be allowed and included, as additional indebtedness in the judgment or decree resulting therefrom, all expenses actually paid or incurred by or on behalf of Mortgagee in the protection of the Property and the exercise of Mortgagee's rights and remedies hereunder, which expenses may be estimated as to items to be expended after entry of any judgment or decree of foreclosure. Such expenses shall include: reasonable attorney's fees at such attorney's reasonable and customary hourly rates, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, survey costs, and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, and any similar data and assurances with respect to title to the Property as Mortgagee may deem reasonably necessary either to prosecute any such proceeding or to evidence to bidders at any sale pursuant to such decree the true condition of the title to or value of all or any portion of the Property. All such expenses shall be due and payable by Mortgagor upon demand with interest thereon at the Default Rate.

4.5 Mortgagee's Performance of Mortgagor's Obligations. Following the occurrence of an Event of Default and during the continuance thereof, Mortgagee, either before or after acceleration of the Secured Obligations or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to (a) make any payment or perform any act herein, in the Loan Agreement, the Note or any other Loan Document which is required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any form and manner deemed expedient to Mortgagee; and (b) make full or partial payments of principal or interest on any permitted prior mortgage or encumbrance and purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture affecting the Real Property, or contest any Impositions. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, shall constitute Secured Obligations, and shall become due and payable upon demand and with interest thereon at the Default Rate. Mortgagee, in making any payment hereby authorized: (x) for the payment of Impositions, may do so according to any bill or statement, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (y) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim or lien which may be asserted; may do so in such amounts and to such

persons as Mortgagee may deem appropriate and may enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same itself.

4.6 Right of Possession. Following the occurrence of an Event of Default and during the continuance thereof, Mortgagor shall, immediately upon Mortgagee's demand, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of the Property or any part thereof, personally or by its agent or attorneys. Mortgagee may enter upon and take and maintain possession or may apply to the court in which a foreclosure is pending to be placed in possession of all or any part of the Property, together with all documents, books, records, papers, and accounts of Mortgagor. Mortgagee may exclude Mortgagor and any agents and servants from the Property. As attorney-in-fact or agent of Mortgagor, or in its own name Mortgagee may hold, operate, manage, and control all or any part of the Property, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as it may deem proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Property, including actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor.

4.7 Application of Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Property to the payment of or on account of the following, in such order as Mortgagee may determine: (a) to the payment of the operating expenses of the Property including cost of management thereof, established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) to the payment of taxes and special assessments now due or which may hereafter become due on the Real Property; and (c) to all other items which may under the terms hereof constitute Secured Obligations additional to that evidenced by the Loan Agreement, the Note or the other Loan Documents, and (d) to all principal and interest remaining unpaid on the Note, with interest thereon at the Default Rate.

4.8 Appointment of Receiver. Following the occurrence of an Event of Default and during the continuance thereof, Mortgagee may file a complaint or petition with an appropriate court to appoint a receiver for the Property. Such appointment may be made either before or after foreclosure sale, without notice, without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Secured Obligations, without regard to the value of the Property at such time and whether or not the same is occupied as a homestead, and without bond being required of the applicant. Mortgagee or any employee of Mortgagee thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by applicable law, including the power to take possession, control, and care of the Property and to collect all rents thereof during the pendency of such foreclosure suit and, in the event of a sale and deficiency, where Mortgagor has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Mortgagor or its devisees, legatees, heirs, executors, administrators, legal representatives, successors, or assigns, except for the intervention of such receiver, would be entitled to collect such rents. The court from time to time, either before or after entry of judgment of foreclosure, may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) the deficiency in case of a sale and deficiency.

4.9 Foreclosure Sale. Upon the occurrence of an Event of Default and during the continuance thereof, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and Mortgagee shall be authorized, at its option, whether or not possession of the Property is taken, after giving notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale, together with a legal description of the property, by publication in some newspaper published in the county wherein the Property or any part thereof is located, to sell the Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) in front of such county's courthouse door, at public outcry, to the highest bidder for cash. Mortgagee, its successors and

assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case Mortgagee, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Property not previously sold shall have been sold or all the Indebtedness secured hereby shall have been paid in full.

4.10 Adjournment of Foreclosure Sale. Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and, except as otherwise provided by any applicable provisions of law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

4.11 Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, to all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 4.4 hereof; second, to all other items which may under the terms hereof constitute Secured Obligations additional to that evidenced by the Loan Agreement and the Note, with interest thereon as provided herein or in the other Loan Documents; third, to all amounts owing under the Loan Agreement, the Note and the other Loan Documents; and fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear or to any other party legally entitled thereto.

4.12 Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisalment, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Mortgagor hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all rights to have the Property and estates comprising the Property marshaled upon any foreclosure of the lien of this Mortgage, and agrees that any court having jurisdiction to foreclose such lien may order the Property sold in its entirety. Mortgagor further waives any and all rights of redemption from foreclosure and from sale under any order or decree of foreclosure of the lien created by this Mortgage, for itself and on behalf of (a) any trust estate of which the Real Property are a part; (b) all beneficially interested Persons; (c) each and every Person acquiring any interest in the Property or title to the Real Property subsequent to the date of this Mortgage; and (d) all other Persons to the extent permitted by the provisions of laws of the State in which the Real Property is located.

4.13 Effect of Judgment. The obtaining of any judgment by Mortgagee and any levy of any execution under any judgment upon the Property shall not affect in any manner or to any extent the lien of this Mortgage upon the Property or any part thereof, or any liens, powers, rights and remedies of Mortgagee hereunder, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied.

V. MISCELLANEOUS

5.1 Notices. Any notice or other communication required shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied, sent by overnight courier service or U.S. mail and shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by fax, on the date of transmission if transmitted on a Business Day before 5:00 p.m. central time; (c) if delivered by overnight courier, one (1) Business Day after delivery to the courier

properly addressed; or (d) if delivered by U.S. mail, four (4) Business Days after deposit with postage prepaid and properly addressed.

Notices shall be addressed as follows:

(i) If to Mortgagor:

Aliant Bank
2740 Zelda Road
Montgomery, Alabama 36106
Attention: Mr. Dean Peevy
Telephone No.: 334-270-3003
Facsimile No.: 334-793-1001

If to Mortgagee:

BHM Es Tu Malade? #59, LLC
5455 Troy Highway
Montgomery, Alabama 36116
Attention: Foy H. Tatum
Telephone No.: 334-288-2330
Facsimile No.: 334-281-7221

5.2 Time of Essence. Time is of the essence of this Mortgage.

5.3 Covenants Run with Land. All of the covenants of this Mortgage shall run with the land constituting the Real Property.

5.4 GOVERNING LAW. **THIS MORTGAGE SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ALABAMA.**

5.5 Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included.

5.6 Non-Waiver. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by any party, to or of any breach or default by any other party shall be deemed a consent to or waiver of the performance by such defaulting party of any other obligations or the performance by any other party of the same, or of any other, obligations.

5.7 Headings. The headings of sections and paragraphs in this Mortgage are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions.

5.8 Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

5.9 Deed in Trust. If title to the Property or any part thereof is now or hereafter becomes vested in a trustee, any prohibition or restriction against the creation of any lien on the Property shall be construed as a similar prohibition or restriction against the creation of any lien on or security interest in the beneficial interest of such trust.

5.10 Successors and Assigns. This Mortgage shall be binding upon Mortgagor, its successors, assigns, legal representatives, and all other persons or entities claiming under or through Mortgagor.

5.11 Counterparts. This Mortgage may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one instrument.

5.12 Mortgagee-in-Possession. Nothing contained in this Mortgage shall be construed as constituting Mortgagee a mortgagee-in-possession in the absence of the actual taking of possession of the Property.

5.13 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Mortgage. In the event an ambiguity or question of intent or interpretation arises, this Mortgage shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of this Mortgage.


5.14 Compliance with Applicable Law. Anything elsewhere herein contained to the contrary notwithstanding,

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of Alabama law regarding foreclosure (the "Alabama Foreclosure Law"), the provisions of the Alabama Foreclosure Law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with Alabama Foreclosure Law; and

(b) If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of this Mortgage, any rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the rights that would otherwise be vested in Mortgagee or such receiver under the Alabama Foreclosure Law in the absence of said provision, Mortgagee and such receiver shall be vested with the rights granted under the Alabama Foreclosure Law to the full extent permitted by law.

5.15 Modifications to Mortgage and Obligations. If Mortgagor and Mortgagee modify this Mortgage and the Obligations, then this Mortgage as affected by such modification shall remain superior to the rights of the holder of any intervening lien or encumbrance. All intervening lienors and encumbrancers are placed on notice that their claims will be subordinate to any and all such agreements, whether entered into before or after they record their intervening lien or encumbrance.

[Signatures Appears on Following Page]


20140620000187560 14/16 \$1559.00
Shelby Cnty Judge of Probate, AL
06/20/2014 11:36:37 AM FILED/CERT

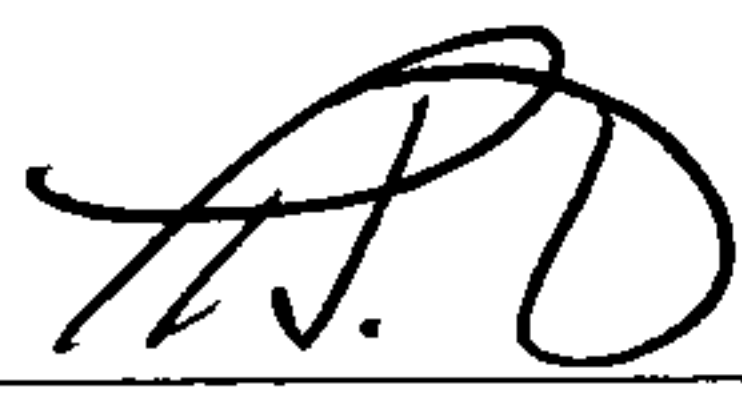
IN WITNESS WHEREOF, Mortgagor has duly signed and delivered this Mortgage as of the Effective Date.

MORTGAGOR:

BHM Es Tu Malade? #59, LLC,
an Alabama limited liability company

By: FPFE, LLC,
an Alabama limited liability company
Its Manager

By: F&P, LLC,
an Alabama limited liability company
Its Manager

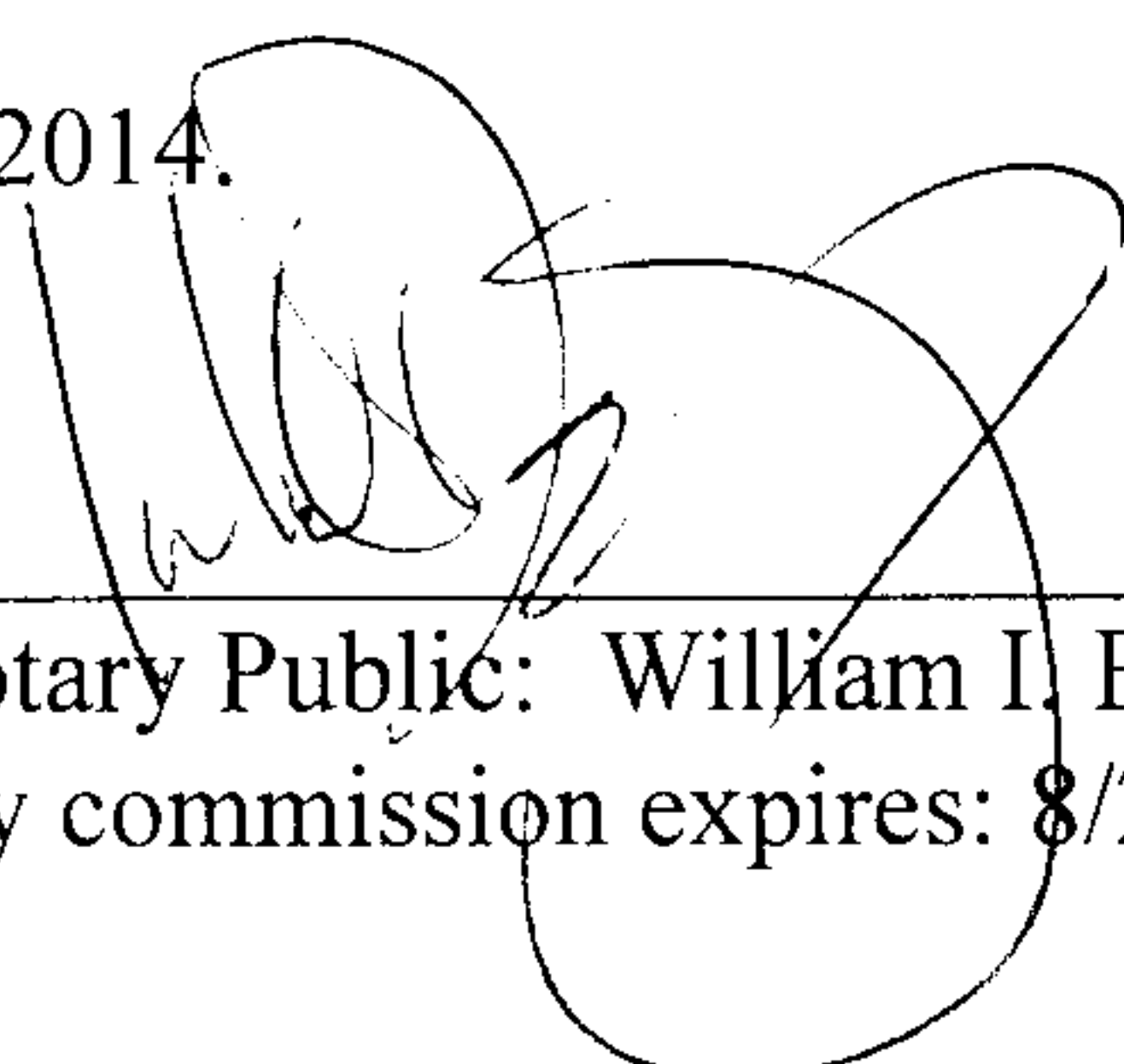
By: 
Foy H. Tatum
Its Manager

STATE OF ALABAMA)
:
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Foy H. Tatum, whose name as Manager of F&P, LLC, an Alabama limited liability company, acting as Manager of FPFE, LLC, an Alabama limited liability company, acting as Manager of BHM Es Tu Malade? #59, 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 instrument, he, as such Manager and with full authority, executed the same voluntarily, for and as the act of said limited liability company, acting in its capacity as Manager of said limited liability company, acting in its capacity as Manager of said limited liability company, acting in its capacity as Manager of said limited liability company.

Given under my hand this the 17th day of June, 2014.

(SEAL)


Notary Public: William I. Eskridge
My commission expires: 8/29/2015

This instrument was prepared by:
William I. Eskridge, Esq.
Rushton, Stakely, Johnston & Garrett, P.A.
Post Office Box 270
Montgomery, Alabama 36101-0270
(334) 206-3100
RSJG File No. 4694-29

EXHIBIT A

Description of Real Property

Lot 2, according to the Map of CVS Chelsea, as said Map appears of record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 36, at Page 40.



20140620000187560 16/16 \$1559.00
Shelby Cnty Judge of Probate, AL
06/20/2014 11:36:37 AM FILED/CERT