
(Above space reserved for recording information)

PREPARED BY AND
AFTER RECORDING, RETURN TO:

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Attention Larry B. Childs
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MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING
(for recording in Shelby County, Alabama)

made by BISMILLAH HOLDINGS, LLC
(Mortgagor)

in favor of REGIONS BANK
as Lender
(Mortgagee)

Property Address: See **Exhibit A** attached hereto

Tax Parcel Number: See **Exhibit A** attached hereto

Dated as of July 13, 2015

THIS IS A FUTURE ADVANCE MORTGAGE.

THIS MORTGAGE SERVES TO SECURE ADDITIONAL COLLATERAL FOR INDEBTEDNESS UPON WHICH A MORTGAGE HAS BEEN FILED IN WALKER COUNTY, ALABAMA, AND MORTGAGE TAX HAS BEEN PAID IN WALKER COUNTY, ALABAMA UNDER THAT CERTAIN AMENDMENT TO MORTGAGE, FILED AS OF 7/20, 2015, IN BOOK 2430, PAGE 646.

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

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (hereinafter, together with any and all amendments, supplements, modifications or restatements of any kind, referred to as this "Mortgage"), is made as of July 13, 2015, by BISMILLAH HOLDINGS, LLC, an Alabama limited liability company ("Mortgagor"), as mortgagor, in favor of REGIONS BANK, as lender under the Loans (as defined below), and its successors and assigns ("Mortgagee"),

R E C I T A L S:

WHEREAS, Muhammad W. Ali, an individual resident of the State of Alabama ("Ali"), and the Mortgagee, as lender, are parties to that certain Second Amended and Restated Business Loan Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefore, the "Ali Loan Agreement");

WHEREAS, pursuant to the Ali Loan Agreement, Mortgagee, as lender, has made certain loan(s) to Ali, evidenced by that certain Amended and Restated Promissory Note, dated as of the date hereof, in the aggregate original principal amount of \$757,910.11 (as amended, restated, supplemented, modified, or otherwise changed from time to time, including any replacement note therefore, the "Ali Note");

WHEREAS, Mortgagee, as lender, has made certain loan(s) to Walker Rural Health Services Corp., an Alabama corporation ("Walker"), evidenced by that certain Amended and Restated Promissory Note, dated as of the date hereof (as amended, restated, supplemented, modified, or otherwise changed from time to time, including any replacement note therefore, the "Walker Note"), by Walker in favor of Mortgagee, in the aggregate original principal amount of \$157,244.46 (the "Walker Loan");

WHEREAS, Mortgagee, as lender, has made certain loan(s) to RPM Cranes, LLC, an Alabama limited liability company ("RPM Cranes") and together with Ali and Walker, "Borrowers" and each a "Borrower", evidenced by that certain Promissory Note, dated as of September 8, 2008 (as amended, restated, supplemented, modified, or otherwise changed from time to time, including any replacement note therefore, the "RPM Cranes Note" and together with the Ali Note and the Walker Note, the "Notes" and each a "Note"), by RPM Cranes in favor of Mortgagee, in the aggregate original principal amount of \$100,000.00 (the "RPM Cranes Loan" and together with the Ali Loan and the Walker Loan, the "Loans" and each a "Loan");

WHEREAS, Mortgagor has guaranteed the Indebtedness (as defined in each of the following agreements) of each Borrower to Mortgagee pursuant to the following agreements: (i) Amended and Restated Commercial Guaranty, dated as of February 21, 2013 (as amended, restated, supplemented, modified, or otherwise changed from time to time, including any replacement agreement therefore, the "RPM Cranes Guaranty"), by Mortgagor, as guarantor, and the other guarantors party thereto, in favor of Mortgagee; (ii) Amended and Restated Commercial Guaranty, dated as of February 21, 2013 (as amended, restated, supplemented, modified, or otherwise changed from time to time, including any replacement agreement therefore, the "Walker Guaranty"), by Mortgagor, as guarantor, and the other guarantors party thereto, in favor of Mortgagee; and (iii) Commercial Guaranty, dated as of February 21, 2013 (as amended, restated, supplemented, modified, or otherwise changed from time to time, including any replacement agreement therefore, the "Ali Guaranty" and together with the RPM Cranes Guaranty and the Walker Guaranty, the "Guaranties" and each a "Guaranty"), by Mortgagor, as guarantor, and the other guarantors party thereto, in favor of Mortgagee;

WHEREAS, Mortgagor is the owner of the fee simple estate in the parcel(s) of real property described on **Exhibit A** attached hereto, together with the Fixtures and any improvements thereon (collectively, the "Real Property");

WHEREAS, Walker, Ali and Mortgagee, as lender, have agreed to enter into a forbearance agreement relating to each of the Walker Loan and Ali Loan (collectively, as amended, restated, supplemented, modified, or otherwise changed from time to time, including any replacement agreement therefore, the "Forbearance Agreements" and each a "Forbearance Agreement") and, as a condition precedent to effectiveness of such agreements, Mortgagee requires the Mortgagor to grant to the Mortgagee a lien on its interest in the Real Property, to secure payment of all Obligations (as defined below);

NOW, THEREFORE, in order to comply with the terms and conditions of the Forbearance Agreements and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby agrees with Mortgagee as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Terms Defined Above. As used in this Mortgage, the terms defined in the preamble and Recitals to this Mortgage shall have the meanings respectively assigned to such terms in such preamble and Recitals.

Section 1.02 Definitions. As used herein, the following terms shall have the following meanings:

"Applicable UCC" means the Uniform Commercial Code as presently in effect in the state or commonwealth where the Mortgaged Property is located.

"Commitments" means Mortgagee's obligation to make loans to any Borrower pursuant to any Loan Document, as applicable, in such amount as set forth therein, as such amount may be adjusted from time to time in accordance with such Loan Document.

"Environmental Laws" means any federal, state or local law (whether imposed by statute, ordinance, rule, regulation, administrative or judicial order, or common law), now or hereafter enacted, governing health, safety, industrial hygiene, the environment or natural resources, or Hazardous Materials, including, without limitation, such laws (a) governing or regulating the use, generation, storage, removal, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials, (b) governing or regulating the transfer of property upon a negative declaration or other approval of a Governmental Authority of the environmental condition of such property, or (c) requiring notification or disclosure of releases of Hazardous Materials or other environmental conditions whether or not in connection with a transfer of title to or interest in property.

"Event of Default" shall have that meaning set forth in Section 6.01 hereof.

"Fixtures" means all materials, supplies, equipment, inventory, apparatus and other items of Personalty now or hereafter acquired by Mortgagor and incorporated into the Real Property so as to constitute fixtures under the Applicable UCC or otherwise under the laws of the state or commonwealth in which such items are located.

“Hazardous Materials” means (a) petroleum or chemical products, whether in liquid, solid, or gaseous form, or any fraction or by-product thereof, (b) asbestos or asbestos-containing materials, (c) polychlorinated biphenyls (pcbs), (d) radon gas, (e) underground storage tanks, (f) any explosive or radioactive substances, (g) lead or lead-based paint, (h) any other substance, material, waste or mixture which is or shall be listed, defined, or otherwise determined by any Governmental Authority to be hazardous, toxic, dangerous or otherwise regulated, controlled or giving rise to liability under any Environmental Laws, (i) any mildews, mold or other fungi in quantities and/or concentrations that could reasonably be expected to pose a significant risk to human health or the environment, or cause a material adverse effect on the condition or value of the Mortgaged Property or any portion thereof.

“Improvements” means any and all building, structures, garages, sidewalks, open parking areas and other improvements, and any and all additions, alterations, betterments or appurtenances thereto, and repairs thereto, and replacements thereof, now or at any time hereafter situated, placed or constructed upon the Real Property or any part thereof.

“Leases” means any and all leases, licenses, subleases, sublicenses, tenancies, options, concession agreements, rental agreements, occupancy agreements, access agreements, refranchise agreements and any other agreements (including all amendments, extensions, replacements, renewals, modifications and/or guarantees thereof), whether or not of record and whether now in existence or hereafter entered into, affecting the use or occupancy of all or any portion of the Real Property.

“Loan Documents” means, collectively, the Notes, the Ali Loan Agreement, the Guaranties, the other Related Documents (as defined in each Note and the Ali Loan Agreement), and all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Obligations, in each case, as amended, restated, supplemented, modified, or otherwise changed from time to time, including any replacement agreement therefore.

“Loan Party” means, collectively, each Borrower, Mortgagor, Resources and Solutions, LLC, Medical Arts Complex, LLC and any Guarantor or any other party obligated to Mortgagee under any Related Document.

“Mortgaged Property” means all of Mortgagor’s right, title, interest and estate, whether now owned or hereafter acquired (in each case to the extent assignable, and to the extent permitted, by applicable law), in and to:

- (i) the Real Property;
- (ii) the Improvements;
- (iii) the Fixtures;
- (iv) the Personalty;
- (v) all of Mortgagor’s rights, privileges, tenements, hereditaments, rights-of-way, easements, air rights, development rights or credits, zoning rights, appendages and appurtenances in anywise appertaining thereto, and all right, title and interest in and to any streets, ways, alleys, strips or gores of land adjoining the Real Property or any part thereof, and all right, title and interest of Mortgagor, if any, in and to all rights, royalties and profits with respect to all minerals, coal, oil, gas and other substances of any kind or character on or


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underlying the Real Property, together with all right, title and interest of Mortgagor in and to all water and water rights (whether riparian, appropriative or otherwise and whether or not appurtenant);

(vi) all rights of Mortgagor (but not its obligations) under any contracts and agreements, including, without limitation, construction contracts and architectural agreements, relating to the Real Property, the Improvements, the Fixtures or the Personalty;

(vii) all of Mortgagor's right, title and interest in and to all permits, licenses, franchises, certificates, authorizations, consents, approvals and other rights and privileges (each, a "Permit") obtained in connection with the Real Property, the Improvements, the Fixtures or the Personalty, or the use or operation thereof;

(viii) all of Mortgagor's right, title and interest in and to all plans and specifications, designs, schematics, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Real Property, the Improvements, the Fixtures or the Personalty;

(ix) all of Mortgagor's right, title and interest in and to all proceeds arising from or by virtue of the sale, lease or other disposition of the Real Property, the Improvements, the Fixtures or the Personalty or any part thereof or any interest therein or from the operation thereof;

(x) all of Mortgagor's right, title and interest in and to all Leases now or hereafter in effect with respect to which Mortgagor is lessor, and all Rents, royalties, bonuses, issues, profits, revenues or other benefits arising from or attributable to the Real Property, the Improvements, the Fixtures or the Personalty;

(xi) all of Mortgagor's right, title and interest in and to all betterments, additions, alterations, appurtenances, substitutions, replacements and revisions to the Real Property, the Improvements, the Fixtures or the Personalty and all reversions and remainders relating thereto;

(xii) all of Mortgagor's right, title and interest in and to any awards, remuneration, settlements or compensation now or hereafter made by any Governmental Authority pertaining to the Real Property, the Improvements, the Fixtures or the Personalty, including, without limitation, those arising from or attributable to any vacation of, or change of grade in, any streets affecting the Real Property or the Improvements;

(xiii) all of Mortgagor's right, title and interest in and to any and all other security and collateral of any nature whatsoever, whether now or hereafter given, for the repayment, performance and discharge of the Obligations;

(xiv) all of Mortgagor's right, title and interest in and to all awards, payments, and proceeds of conversion, whether voluntary or involuntary, of any of the Real Property, the Improvements, the Fixtures, the Personalty, or any of the property and rights described in the foregoing clauses of this definition, including without limitation, all insurance, condemnation and tort claims, refunds of real estate taxes and assessments, rent claims and other obligations dischargeable in cash or cash equivalents;

(xv) all options to purchase or lease the Real Property or the Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Mortgaged Property now owned or hereafter acquired by Mortgagor;

(xvi) any interests, estates or other claims of every name, kind or nature, both in law and in equity, which Mortgagor now has or may acquire in the Real Property and the Improvements, or other rights, interests or properties comprising the Mortgaged Property now owned or hereafter acquired; and

(xvii) all other property and rights of Mortgagor of every kind and character relating to and/or used or to be used in connection with the foregoing, and all proceeds and products of any of the foregoing.

"Obligations" means all Indebtedness (as defined in each of the Guaranties), together with all advances to, and debts, liabilities, obligations, covenants and duties of any Loan Party in favor of Mortgagee arising under any or otherwise with respect to the loans evidenced by the Notes, any Related Document and any other Loan Document, and all other obligations and liabilities due and to become due pursuant to the terms of any other agreement between Mortgagor and Mortgagee, or any other indebtedness (whether now existing or hereafter created) owned to Mortgagee by Mortgagor, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any affiliate thereof of any proceeding under any Debtor Relief Laws naming such entity or person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

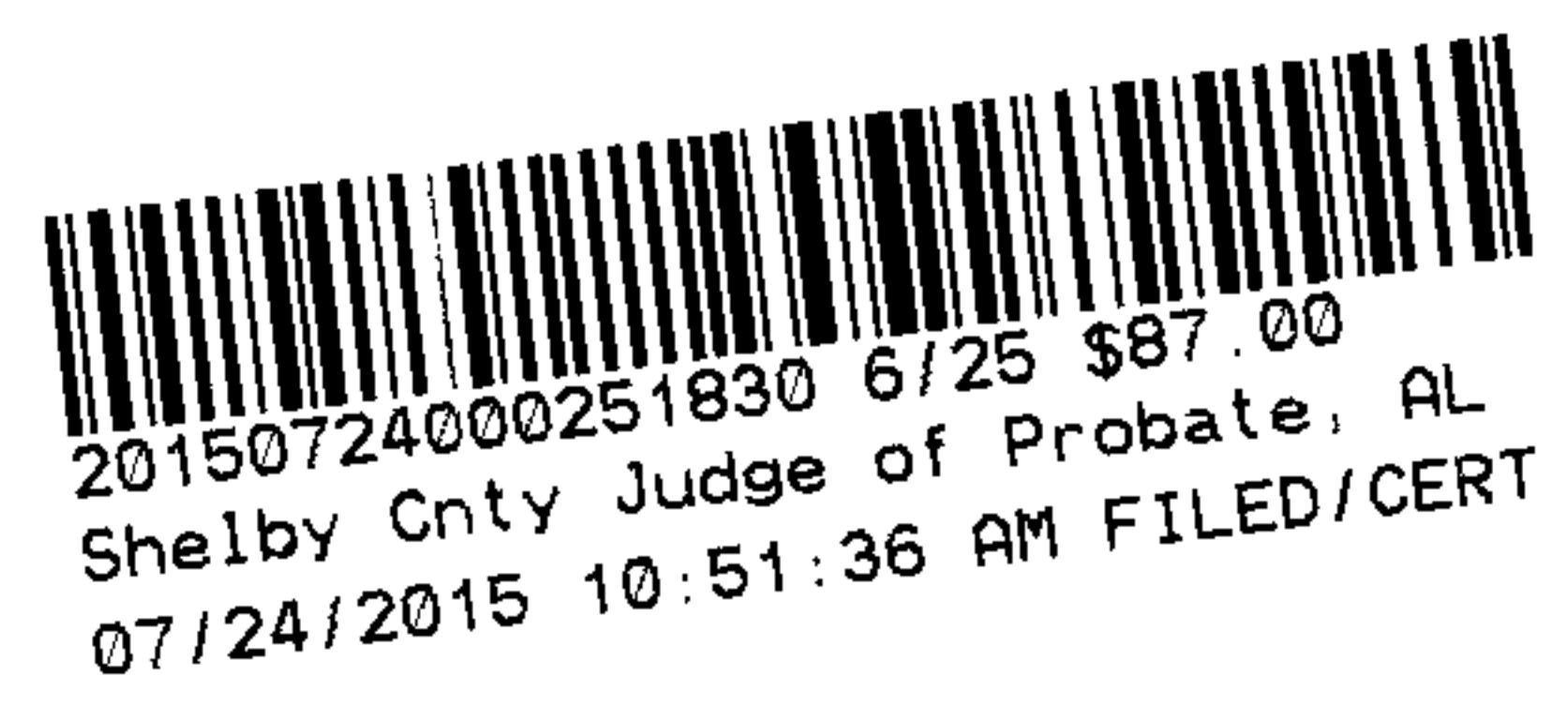
"Personalty" means all of Mortgagor's right, title and interest in and to all furniture, furnishings, equipment, machinery, goods, general intangibles, receivables, money, insurance proceeds, contract rights, option rights, inventory, together with all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Mortgagor with any Governmental Authority, boards, corporations, providers of utility services, public or private (including, without limitation all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and all other personal property of any kind or character), and including, without limitation all such property that is now or hereafter located or to be located upon, within or about the Real Property and the Improvements, or which are or may be used in or related to the planning, development, financing or operation of the Mortgaged Property, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof.

"Rents" means all of the rents, additional rents, revenues, income, proceeds, issues, profits, security and other types of deposits (after Mortgagor acquires title thereto), and other benefits paid or payable by parties (other than Mortgagor), including any payments in connection with any termination, cancellation or surrender, for using, leasing, licensing, possessing, operating from, residing in, benefiting from or otherwise enjoying all or any part of the Real Property, the Improvements, the Fixtures and/or the Personalty.

Section 1.03 Terms Generally; Other Defined Terms. Any capitalized term used in this Mortgage and not otherwise defined herein shall have the meaning assigned to such term in the Notes and/or the Ali Loan Agreement, including without limitation the following terms:

"Governmental Authority;"

"Guarantors;"



“Lien,” and

“Person.”

ARTICLE II

GRANT OF LIEN AND SECURITY INTEREST

Section 2.01 Grant of Lien.

(a) To secure the full and timely payment, performance and discharge of all of the Obligations, Mortgagor hereby irrevocably GRANTS, BARGAINS, SELLS, ASSIGNS, TRANSFERS, MORTGAGES, CONVEYS, SETS OVER and CONFIRMS unto Mortgagee, for the use and benefit of Mortgagee, with the POWER OF SALE, all right, title, interest and estate in, to and under the Mortgaged Property; TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, subject to the terms and conditions of this Mortgage, forever, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee against every Person whomsoever lawfully claiming or to claim the same or any part thereof.

(b) Subject to the terms of Section 8.15 hereof, the Liens, estates and rights granted by this Mortgage shall remain fully in effect and shall not cease and terminate until all the Obligations have been fully performed and discharged. If Mortgagor shall pay (or cause to be paid) and perform and discharge (or cause to be performed and discharged) all of the Obligations, then the Liens, estates and rights granted by this Mortgage shall cease and terminate.

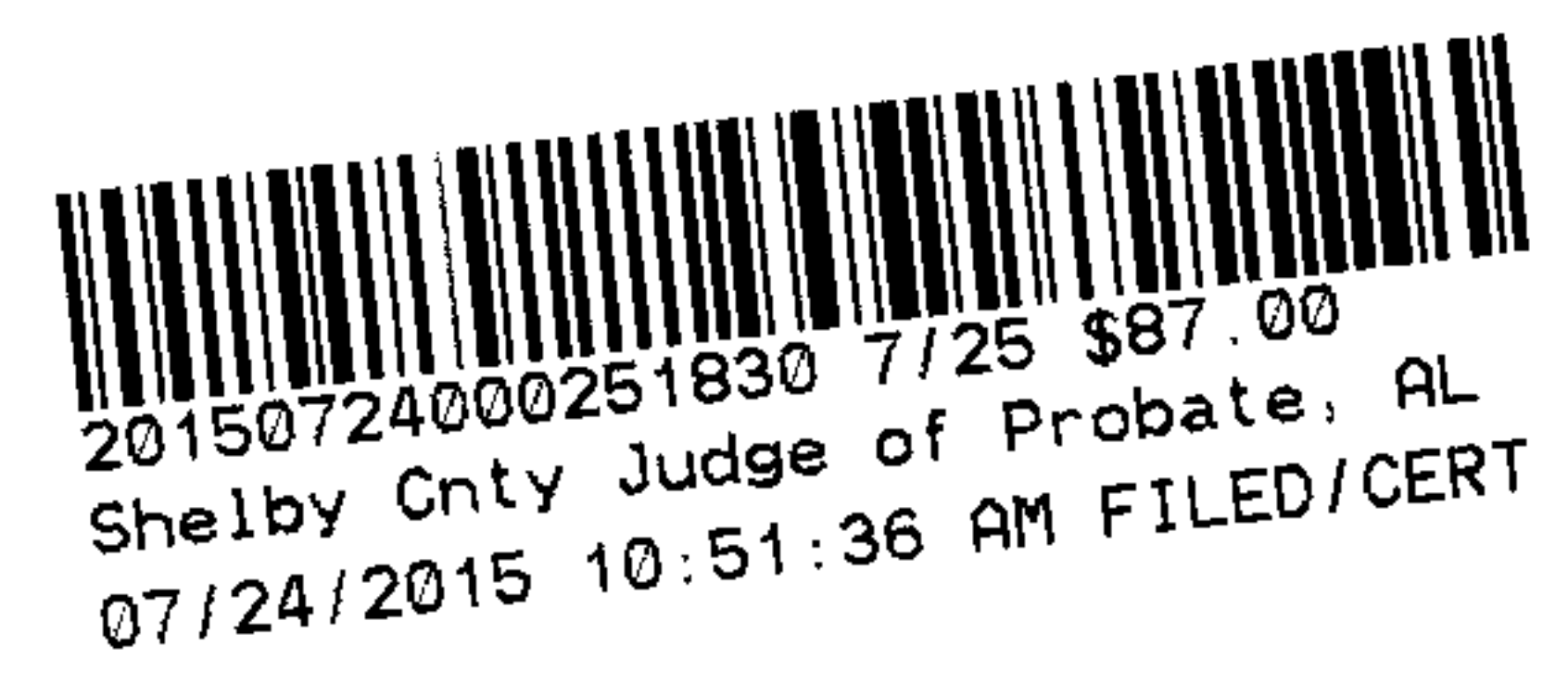
Section 2.02 Warranty of Title. Mortgagor hereby warrants and represents to the Mortgagee that it holds (i) fee simple title to the Real Property. Mortgagor shall warrant, defend and preserve such interests in Mortgagor’s title pursuant to this Mortgage against all claims of all Persons.

Section 2.03 Grant of Security Interest. This Mortgage shall be construed as a mortgage on the Mortgaged Property, and it shall also constitute and serve as a “security agreement” within the meaning of, and shall constitute a first and prior security interest under, the Applicable UCC with respect to the Personalty and the Fixtures . To this end, Mortgagor by these presents does GRANT, BARGAIN, CONVEY, ASSIGN, SELL, TRANSFER and SET OVER unto Mortgagee, a security interest in all of Mortgagor’s right, title and interest in, to and under the Personalty and the Fixtures, to secure the full and timely payment, performance and discharge of the Obligations. Mortgagor hereby consents to Mortgagee filing and recording financing statements (and continuations thereof) with the appropriate filing and recording offices in order to perfect (and maintain the perfection of) the security interests granted herein.

Section 2.04 Fixture Filing. Without in any manner limiting the generality of any of the other provisions of this Mortgage: (a) some portions of the goods described herein are Fixtures; (b) this Mortgage is to be filed of record in the real estate records as a financing statement and shall constitute a “fixture filing” for purposes of the Applicable UCC; (c) Mortgagor is the record fee owner of the Real Property. The relevant information of the Debtor (Mortgagor) and the Secured Party (Mortgagee) with respect to this fixture filing is as follows:

Name of Debtor:

BISMILLAH HOLDINGS, LLC



<u>Type of Organization:</u>	Limited Liability Company
<u>State of Organization:</u>	Alabama
<u>Address:</u>	
<u>Name of Secured Party:</u>	REGIONS BANK
<u>Address of Secured Party:</u>	1901 6th Avenue North, 19th Fl Birmingham, Al, 35203

Section 2.05 Future Advances. It is the intention of Mortgagor and Mortgagee that this Mortgage (as renewed and extended from time to time) shall secure not only existing indebtedness, but also such future advances and readvances, and the Lien and security interest created by this Mortgage shall attach upon execution and delivery and have priority from the time of recording as to all such advances, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage; except that there may be added to such amount interest thereon and any and all disbursements made by Mortgagee for the payment of taxes, levies or insurance on the Mortgaged Property covered by the lien of this Mortgage with interest on such disbursements at the highest lawful rate, and for reasonable attorneys' fees and court costs incurred in the collection of any or all of such sums of money, including all such fees and costs in connection with appellate proceedings.

Section 2.06 After-Acquired Property. Without limitation to the generality of the other provisions of this Mortgage, it is hereby expressly covenanted, agreed and acknowledged that the lien and rights herein 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 acquired by the Mortgagor by whatsoever means, including that in the event that the Mortgagor is the owner of an estate or interest in the Mortgaged Property or any part thereof (such, as for example, as the lessee or tenant) other than as the fee simple owner thereof, and prior to the satisfaction of record of this Mortgage the Mortgagor obtains or otherwise acquires such fee simple or other estate, then such further, greater, additional, or different estate in the Mortgaged Property, or a part thereof, shall automatically, and without any further action or filing or recording on the part of the Mortgagor or the Mortgagee or any other person or entity, be and become subject to this Mortgage and the lien hereof. In consideration of Mortgagee making the loans as evidenced by the Loan Documents, and to secure the Obligations, Mortgagor hereby grants, bargains, sells and conveys to Mortgagee, on the same terms as set forth in this Mortgage and intended to be a part hereof, all such after-acquired property and estates.

ARTICLE III

ASSIGNMENT OF LEASES AND RENTS

Section 3.01 Assignment. For Ten Dollars (\$10.00) and other good and valuable consideration, including the indebtedness evidenced by the Note, the receipt and sufficiency of which are hereby acknowledged and confessed, Mortgagor has presently, absolutely and irrevocably GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED and CONFIRMED, and by these presents does presently, absolutely and irrevocably GRANT, BARGAIN, SELL, ASSIGN, TRANSFER,

CONVEY and CONFIRM, unto Mortgagee, as security for the payment, performance and discharge of the Obligations, all of the Leases with respect to which Mortgagor is the lessor, and the Rents (if any) regarding same, and the terms and conditions of this Mortgage; TO HAVE AND TO HOLD said Leases and the Rents unto Mortgagee, forever, and Mortgagor does hereby bind itself, its successors and assigns to warrant and forever defend the title to said Leases and the Rents unto Mortgagee against every Person whomsoever lawfully claiming or to claim the same or any part thereof; provided, however, that if Mortgagor shall pay (or cause to be paid) and perform and discharge (or cause to be performed and discharged) all of the Obligations on or before the date on which the same are to be paid, performed and discharged, and provided, further, that each Commitment shall have been terminated, then this assignment shall terminate, and all rights, titles and interests conveyed pursuant to this assignment shall become vested in Mortgagor.

Section 3.02 License. Mortgagee hereby grants to Mortgagor a revocable license (the "License") to exercise and enjoy all incidences of the status of a lessor under the Leases for which Mortgagor is lessor, including, without limitation, the right to collect, demand, sue for, attach, levy, recover and receive the Rents. Mortgagee shall have the right to terminate the License by written notice delivered to Mortgagor at any time while an Event of Default is continuing.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.01 Compliance with Environmental Laws. Mortgagor represents and warrants to Mortgagee that: (1) during the period of Mortgagor's ownership of the Mortgaged Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Materials by any person on, under, about or from the Mortgaged Property; (2) Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Mortgagee in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Mortgaged Property, including without limitation, by any prior owners or occupants of the Mortgaged Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) except as previously disclosed to and acknowledged by Mortgagee in writing, (a) neither Mortgagor nor any tenant, contractor, agent, or other user of the Mortgaged Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Mortgaged Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Mortgagor authorizes Mortgagee and its agents to enter upon the Mortgaged Property to make such inspections and tests, at Mortgagor's expense, as Mortgagee may deem appropriate to determine compliance of the Mortgaged Property with this section of the Mortgage. Any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or to any other person. The representations and warranties contained herein are based on Mortgagor's due diligence in investigating the Mortgaged Property for Hazardous Materials. Mortgagor hereby (1) releases and waives any future claims against Mortgagee for indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Mortgagee against any and all claims, losses, liabilities, damages, penalties, and expenses which Mortgagee may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Mortgagor's ownership or interest in the Mortgaged Property, whether or not the same was or should have been known to Mortgagor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the

Obligations and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Mortgagee's acquisition of any interest in the Mortgaged Property, whether by foreclosure or otherwise.

Section 4.02 Warranty; Defense of Title.

(a) Title. Mortgagor warrants that: (a) Mortgagor holds good and marketable title of record to the Mortgaged Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Mortgagee in connection with this Mortgage, and (b) Mortgagor has the full right, power, and authority to execute and deliver this Mortgage to Mortgagee.

(b) Defense of Title. Subject to the exception in the paragraph above, Mortgagor warrants and will forever defend the title to the Mortgaged Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Mortgagor's title or the interest of Mortgagee under this Mortgage, Mortgagor shall defend the action at Mortgagor's expense. Mortgagor may be the nominal party in such proceeding, but Mortgagee shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Mortgagee's own choice, and Mortgagor will deliver, or cause to be delivered, to Mortgagee such Instruments as Mortgagee may request from time to time to permit such participation.

(c) Compliance With Laws. Mortgagor warrants that the Mortgaged Property and Mortgagor's use of the Mortgaged Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

(d) Survival of Representations and Warranties. All representations, warranties, and agreements made by Mortgagor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as the Obligations shall be paid in full.

Section 4.03 Representations Regarding Personalty and Fixtures. Mortgagor represents that the Personalty and Fixtures are used or bought primarily for business purposes and will be kept at the Real Property. Mortgagor further represents that its name has always been as set forth on the first page of this Mortgage, except as otherwise disclosed in writing to Mortgagee.

Section 4.04 Solvency. Mortgagor represents and warrants that as of the date hereof, after giving effect to the transactions contemplated hereby, including the incurrence of all Indebtedness and obligations secured by this Mortgage, that Mortgagor is and will continue to be solvent and that (a) the amount of the "present fair saleable value" of the assets of Mortgagor will, as of such date, exceed the amount of all "liabilities of Mortgagor, contingent or otherwise", as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors, (b) the present fair saleable value of the assets of Mortgagor will, as of such date, be greater than the amount that will be required to pay the liability of Mortgagor on its debts as such debts become absolute and matured, (c) Mortgagor will not have, as of such date, an unreasonably small amount of capital with which to conduct its business, and (d) Mortgagor will be able to pay its debts as they mature. For purposes of this section, (i) "debt" means liability on a "claim", and (ii) "claim" means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

ARTICLE V

AFFIRMATIVE COVENANTS

Mortgagor hereby unconditionally covenants and agrees with Mortgagee as follows:

Section 5.01 Maintenance of Rights-of-Way, Easements, Licenses and Other Rights.

Mortgagor shall maintain, preserve and renew all rights-of-way, easements, tenements, hereditaments, development rights and credits, zoning rights, grants, privileges, appurtenances, licenses, franchises and other rights reasonably necessary for the use or operation of the Mortgaged Property from time to time, or otherwise relevant to the value thereof, and Mortgagor shall not, without the prior written consent of Mortgagee (which consent shall not be unreasonably withheld, conditioned or delayed), initiate, join in or consent to any private restrictive covenant or other public or private restriction as to the present or future use or operation of the Mortgaged Property. Mortgagor shall comply in all material respects with all restrictive covenants which may at any time affect the Mortgaged Property, all applicable zoning ordinances and all other public or private restrictions relating to the use of the Mortgaged Property.

Section 5.02 Inspection; Mortgagee's Right to Enter.

Mortgagor shall permit Mortgagee and its agents, representatives and employees, to enter upon the Mortgaged Property at all reasonable times to attend to Mortgagee's interests and to inspect the Mortgaged Property and conduct such environmental and engineering studies as Mortgagee may require, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property.

Section 5.03 Compliance with Governmental Requirements.

Mortgagor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Mortgaged Property, including without limitation, the Americans With Disabilities Act. Mortgagor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagor has notified Mortgagee in writing prior to doing so and so long as, in Mortgagee's sole opinion, Mortgagee's interests in the Mortgaged Property are not jeopardized. Mortgagee may require Mortgagor to post adequate security or a surety bond, reasonably satisfactory to Mortgagee, to protect Mortgagee's interest.

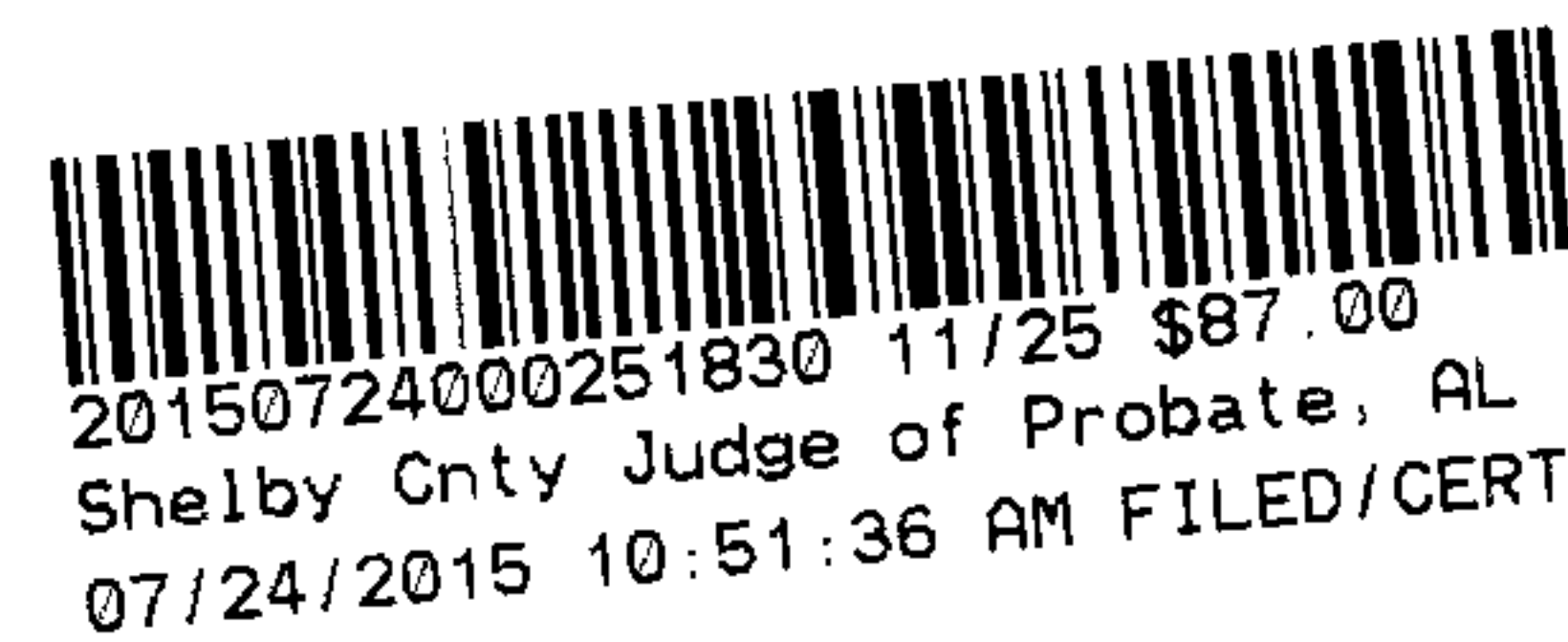
Section 5.04 Duty to Protect.

Mortgagor agrees neither to abandon or leave unattended the Mortgaged Property. Mortgagor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Mortgaged Property are reasonably necessary to protect and preserve the Mortgaged Property.

Section 5.05 Taxes and Liens.

(a) **Payment.** Mortgagor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Mortgaged Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Mortgaged Property. Mortgagor shall maintain the Mortgaged Property free of any liens, except for those liens specifically agreed to in writing by Mortgagee, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph;

(b) **Right to Contest.** Mortgagor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Mortgagee's interest in the Mortgaged Property is not jeopardized. If a lien arises or is filed as a result of nonpayment,



Mortgagor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Mortgagor has notice of the filing, secure the discharge of the lien, or if requested by Mortgagee, deposit with Mortgagee cash or a sufficient corporate surety bond or other security satisfactory to Mortgagee in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Mortgagor shall defend itself and Mortgagee and shall satisfy any adverse judgment before enforcement against the Mortgaged Property. Mortgagor shall name Mortgagee as an additional obligee under any surety bond furnished in the contest proceedings;

(c) Evidence of Payment. Mortgagor shall upon demand furnish to Mortgagee satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Mortgagee at any time a written statement of the taxes and assessments against the Mortgaged Property;

(d) Notice of Construction. Mortgagor shall notify Mortgagee at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Mortgagor will upon request of Mortgagee furnish to Mortgagee advance assurances satisfactory to Mortgagee that Mortgagor can and will pay the cost of such improvements.

Section 5.06 Tax and Insurance Deposits.

(a) Monthly Tax Deposit. If Mortgagee requires, Mortgagor shall pay on the first day of each month one-twelfth (1/12) of the yearly taxes on the Mortgaged Property, as estimated by Mortgagee, in addition to each regular installment of principal and interest. Such sums shall not draw interest and shall not be, nor be deemed to be, trust funds, but may be commingled with Mortgagee's general funds. Mortgagor agrees to pay Mortgagee the amount of any deficiency necessary to enable Mortgagee to pay such taxes when due. If an Event of Default shall occur under this Mortgage or under the Guaranties, the Ali Loan Agreement, the Notes, any of the other Loan Documents, or any of the other indebtedness instruments, such amount may be applied by Mortgagee to the reduction of the indebtedness secured hereby in any manner selected by Mortgagee. However, unless otherwise agreed by Mortgagee in writing, no application of tax deposits to the Obligations, to other indebtedness, or to other obligations secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Obligations, the other indebtedness, or any such other obligations.

(b) Insurance Deposit. If Mortgagee requires, Mortgagor shall pay on the first day of each month one-twelfth (1/12) of the yearly insurance premium on the Mortgaged Property, as estimated by Mortgagee, in addition to each regular installment of principal and interest. Such sums shall not draw interest and shall not be, nor be deemed to be, trust funds, but may be commingled with Mortgagee's general funds. Mortgagor agrees to pay Mortgagee the amount of any deficiency necessary to enable Mortgagee to pay such insurance premiums when due. If an Event of Default shall occur under this Mortgage, the Guaranties, the Ali Loan Agreement, the Notes, any of the other Loan Documents, or any of the other indebtedness instruments, such amount may be applied by Mortgagee to the reduction of the indebtedness secured hereby in any manner selected by Mortgagee. However, unless otherwise agreed by Mortgagee in writing, no application of insurance premiums to the Obligations, to other indebtedness, or to other obligations secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Obligations, the other indebtedness, or any such other obligations.

Section 5.07 Property Damage Insurance.

(a) Maintenance of Insurance. Mortgagor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Mortgagee. Mortgagor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Mortgagee may request with Mortgagee being named as additional insured in such liability insurance policies. Additionally, Mortgagor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Mortgagee may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Mortgagee and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Mortgagee will not be impaired in any way by any act, omission or default of Mortgagor or any other person. Should the Mortgaged Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Mortgagee, and to maintain such insurance for the term of the loan.

(b) Application of Proceeds. Mortgagor shall promptly (and in any case, no later than ten (10) days after the occurrence thereof) notify Mortgagee of any loss or damage to the Property. Mortgagee may make proof of loss if Mortgagor falls to do so within fifteen (15) days of the casualty. Whether or not Mortgagee's security is impaired, Mortgagee may, at Mortgagee's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Mortgaged Property. If Mortgagee elects to apply the proceeds to restoration and repair, Mortgagor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Mortgagee. Mortgagee shall, upon satisfactory proof of such expenditure, pay or reimburse Mortgagor from the proceeds for the reasonable cost of repair or restoration if Mortgagor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Mortgagee has not committed to the repair or restoration of the Mortgaged Property shall be used first to pay any amount owing to Mortgagee under this Mortgage, then to pay accrued interest on the Obligations, and the remainder, if any, shall be applied to the principal balance of the Obligations. If Mortgagee holds any proceeds after payment in full of the Obligations, such proceeds shall be paid to Mortgagor as Mortgagor's interests may appear.

(c) Mortgagor's Report on Insurance. Upon request of Mortgagee, Mortgagor shall furnish to Mortgagee a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Mortgagor shall, upon request of Mortgagee, have an independent appraiser satisfactory to Mortgagee determine the cash value replacement cost of the Mortgaged Property or any portion thereof.

Section 5.08 Personalty and Fixtures; Name. Mortgagor will promptly notify Mortgagee of any change in the location of the Personalty or Fixtures, or any portion thereof. Except for transactions in the ordinary course of Mortgagor's business, Mortgagor, its agents or employees will not remove the Personalty or Fixtures from the Real Property without Mortgagee's prior written approval. Mortgagor shall advise Mortgagee in writing at least 30 days prior to any change in Mortgagor's name.

Section 5.09 Additional Affirmative Covenants. All affirmative covenants made by Mortgagor in the Guaranties and the other Loan Documents are incorporated herein by reference as though such covenants were set forth at length herein.

ARTICLE VI

NEGATIVE COVENANTS

Mortgagor hereby unconditionally covenants and agrees with Mortgagee as follows:

Section 6.01 Use Violations. Mortgagor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Mortgaged Property in any manner which (a) constitutes a public or private nuisance, or (b) makes void, voidable or cancelable, or increases, substantially in excess of commercially reasonable rates, the premium of, any insurance then in force with respect thereto.

Section 6.02 Waste. Mortgagor shall not cause, conduct, or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Mortgaged Property or any portion of the Mortgaged Property, and shall not take or permit any action that impairs the value of the Mortgaged Property.

Section 6.03 No Further Encumbrances. Mortgagor shall not create any Lien with respect to the Mortgaged Property

Section 6.04 Transfer Restrictions. Mortgagor shall not sell, lease, assign, transfer or otherwise dispose of or abandon all or any part of the Mortgaged Property (or any interest therein).

Section 6.05 Removal of Improvements. Mortgagor shall not demolish or remove any Improvements from the Mortgaged Property without Mortgagee's prior written consent. As a condition to the removal of any Improvements, Mortgagee may require Mortgagor to make arrangements satisfactory to Mortgagee to replace such Improvements with Improvements of at least equal value.

Section 6.06 Additional Negative Covenants. All negative covenants made by Mortgagor in the Guaranties and the other Loan Documents are incorporated herein by reference as though such negative covenants were set forth at length herein.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.01 Event of Default. Each of the following shall constitute an event of default under this Mortgage (each an "Event of Default"):

(a) **Mortgagor Default.** Mortgagor (i) shall fail to pay, or cause to be paid, the whole or any portion of the principal sum, or any installment of interest thereon, or any other sum the payment of which is hereby secured, as they or any of them mature, either by lapse of time or otherwise, in accordance with the agreements and covenants herein contained; (ii) fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any other Loan Document or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement, document or instrument between Mortgagee and Mortgagor; (iii) if the Mortgagor defaults in the payment of any mechanic's lien, materialmen's lien, insurance premiums, taxes, or

assessments now, or which may hereafter be levied against, or which may become a lien on, said property, (iv) if Mortgagor or any of Borrower's other guarantors become insolvent or bankrupt; (v) if a receiver of Mortgagor's or any of Borrower's guarantors' property be appointed; (vi) if Mortgagor intentionally damages or attempts to remove any improvement upon said Mortgaged Property; (vii) if all or any part of the Mortgaged Property is condemned; (viii) if it is discovered after the execution and delivery of this instrument that there is a defect in the title to or a lien or encumbrance of any nature on said property prior to the lien hereof, or if there is an error or defect to any agreement between Mortgagor and Mortgagee for which this Mortgage is security or this instrument or in the execution or the acknowledgement thereof; or if a homestead claim is set up to said property or any part thereof adverse to this Mortgage, and if the said Mortgagor shall fail for thirty (30) days after demand by the Mortgagee, or other holder or holders of said indebtedness, to correct such defects in the title or to remove any such lien or encumbrance or homestead claim, or to correct any error in said agreements or this instrument or its execution; or (ix) any law is passed imposing, or authorizing the imposition of, any specific tax upon this mortgage or the Obligations or permitting or authorizing the deduction of any such tax from the principal of, or interest on, the Obligations, or by virtue of which any tax, lien or assessment upon the Mortgaged Property shall be chargeable against the owner of this Mortgage;

(b) Default. There shall occur any "Event of Default" (as defined in the Ali Loan Agreement, any Note or any other Loan Document);

(c) Cross-Default. Any affiliate or subsidiary of Mortgagor (including, without limitation, Muhammad W. Ali, RPM Cranes, LLC, Medical Arts Complex, LLC, Resources and Solutions, LLC or Walker Rural Health Services Corp.) defaults (taking into account any cure periods) under any document, agreement or instrument between such affiliate or subsidiary of Mortgagor and Mortgagee.

Section 7.02 Remedies.

(a) Mortgagee's Expenditures; Costs of Enforcement.

(i) If any action or proceeding is commenced that would materially affect Mortgagee's interest in the Mortgaged Property or if Mortgagor falls to comply with any provision of this Mortgage or any Loan Documents, including but not limited to Mortgagor's failure to discharge or pay when due any amounts Mortgagor is required to discharge or pay under this Mortgage or any Loan Document, Mortgagee on Mortgagor's behalf may (but shall not be obligated to) take any action that Mortgagee deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Mortgaged Property and paying all costs for insuring, maintaining and preserving the Mortgaged Property, including reasonable attorneys' fees and expenses in connection therewith.

(ii) Borrower shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Loan Documents, or the enforcement, compromise or settlement of the Obligations or any claim under this Mortgage and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

(iii) All such expenditures incurred or paid by Mortgagee for such purposes will than bear interest at the rate charged under the applicable Loan Document, plus two percentage points (2%), or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Mortgagee to the date of repayment by Mortgagor. All such expenses will become a part

of the Obligations and, at Mortgagee's option, will (A) be payable on demand; (B) be added to the balance of any Note (such note shall be in Mortgagee's sole discretion) and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the applicable Note; or (C) be treated as a balloon payment which will be due and payable at the applicable Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Mortgagee may be entitled upon an Event of Default.

Section 7.03 Remedies Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee shall have the following remedies:

- (a) the right to declare all of the Obligations secured hereby to be immediately due and payable;
- (b) all remedies provided for in the Loan Documents;
- (c) the right to take possession of the Mortgaged Property and operate same as a mortgagee in possession with all the same powers as could be exercised by a receiver;
- (d) perform any and all obligations of the Mortgagor under this Mortgage without waiving any rights or releasing the Mortgagor from any obligations hereunder;
- (e) the right to exercise any rights and remedies of a secured party under the Applicable UCC;
- (f) the right to institute proceedings, judicial or otherwise, for the complete foreclosure of this Mortgage under any applicable provision of law, in which case the Mortgaged Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (g) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, the right to institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing lien and security interest of this Mortgage for the balance of the Obligations not then due, unimpaired and without loss of priority;
- (h) the right to sell for cash or upon credit the Mortgaged Property or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof, all as may be required or permitted by applicable law;
- (i) the right to institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in any of the other Loan Documents;
- (j) the right to apply for the appointment of a receiver, trustee, liquidator or conservator of the Mortgaged Property, without notice and without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or any Borrower or any Guarantor with respect to the Obligations; and

(k) the right to pursue such other remedies and exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity (including an action for specific performance of any covenant contained in the Loan Documents, or a judgment on any Note either before, during or after any proceeding to enforce this Mortgage).

Section 7.04 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 7, the assignment of the Leases and Rents under Article 3, the security interests under Article 2, nor any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

Section 7.05 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable law. If any term of this Mortgage or any application thereof shall be invalid or unenforceable, the remainder of this Mortgage and any other application of the term shall not be affected thereby.

Section 7.06 Remedies Cumulative, Concurrent and Nonexclusive. Every right, power and remedy herein given to Mortgagee shall be cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, at law or by statute. Each such right, power and remedy may be exercised by Mortgagee from time to time, and the exercise of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by Mortgagee in the exercise of any such right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

Section 7.07 No Release of Obligations. None of Borrowers, Mortgagor, any other Guarantor, or any other Person now or hereafter obligated for the payment or performance of all or any part of the Obligations shall be relieved of any such obligation by reason of (a) the failure of Mortgagee to comply with any request of any Borrower, Mortgagor, any other Guarantor, or any other Person so obligated to foreclose the Lien of this Mortgage or to enforce any provision hereunder or under any Loan Document; (b) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or interest therein or the addition of any other property to the Mortgaged Property; (c) any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to any Borrower, Mortgagor, any other Guarantor, or any other Person, and in any such event each Borrower, Mortgagor, each other Guarantor, and all such other Person shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee; or (d) any other act or occurrence save and except the complete payment and performance of all of the Obligations.

Section 7.08 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien or security interest created in or evidenced by this Mortgage or its stature as a first and prior Lien and security interest in and to the Mortgaged Property, and without in any way releasing or diminishing the liability of any Person liable for the payment or performance of the Obligations. Mortgagee may resort to any other security for the payment or performance of the Obligations held by Mortgagee in such manner and order as Mortgagee may elect.

Section 7.09 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by applicable law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to Mortgagor by virtue of any present or future moratorium law or other law exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process or extension of time for payment; (b) all statutory and equitable rights of redemption (c) except for notices expressly provided for herein or in the Loan Documents, all notices of any Event of Default or of Mortgagee's intention to accelerate maturity of the Obligations or of Mortgagee's election to exercise or actual exercise of any right, remedy or recourse provided for hereunder or under the Loan Documents; (d) any right to a marshalling of assets or a sale in inverse order of alienation; and (e) any and all conflicts with any provisions of any of the Loan Documents. If any law referred to in this Mortgage and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall thereafter be deemed not to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

Section 7.10 Waiver of Automatic Stay. Mortgagor further agrees that in the event it or its shareholders or creditors (if applicable) shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition for relief under Title 11 of the United States Code, as amended; (ii) be the subject of any order for relief issued under such Title 11 of the United States Code, as amended; (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors; (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator; or (v) be the subject of any order, judgment or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state ;:cl or law relating to bankruptcy, insolvency, or relief for debtors, Mortgagee shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title I 1 of the United States Code, as amended or otherwise, on or against the exercise of the rights and remedies otherwise available to Mortgagee as provided in this Mortgage or any other agreement, and as otherwise provided by law, and Mortgagor hereby. waives the benefits of such automatic stay and consents and agrees to raise no objection to such relief

Section 7.11 Application of Proceeds. After the occurrence and during the continuance of an Event of Default, the proceeds of any sale of and any other amounts generated by the holding, leasing, operating or other use of the Mortgaged Property shall be applied by Mortgagee (or the receiver, if one is appointed), to the extent that funds are so available therefrom, as Mortgagee shall determine in its sole discretion. Mortgagor shall be liable for any deficiency remaining after such application.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Instrument Construed as Mortgage, Etc. This Mortgage may be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order to fully effectuate the Liens and security interests created hereby and the purposes and agreements set forth herein.

Section 8.02 Performance at Mortgagor's Expense. The cost and expense of performing or complying with any and all of the Obligations shall be borne solely by Mortgagor, and no portion of such cost and expense shall be, in any way or to any extent, credited against any installment on or portion of the Obligations.

Section 8.03 Further Assurances; Estoppel Affidavits. Mortgagor, upon the request of Mortgagee, shall execute, acknowledge, deliver and record and/or file such further instruments, including, without limitation, financing statements, and do such further acts as may be reasonably necessary, desirable or proper to carry out more effectively the purpose of this Mortgage and to subject to the Liens and security interests hereof any property intended by the terms hereof to be covered hereby, including, without limitation, any renewals, additions, substitutions, replacements, betterments or appurtenances to the then Mortgaged Property. Within ten (10) days after written request from the Mortgagee, Mortgagor shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on each Note and other Obligations and whether or not any offsets or defenses exist against any principal and interest.

Section 8.04 Notices. Any notice required to be given under this Mortgage shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown in *Section 2.04* hereof. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Mortgagor agrees to keep Mortgagee informed at all times of Mortgagor's current address.

Section 8.05 No Waiver. Any failure by Mortgagee to insist, or any election by Mortgagee not to insist, upon strict performance by Mortgagor of any of the terms, provisions or conditions of this Mortgage shall not be deemed to be a waiver of the same or of any other terms, provisions or conditions hereof, and Mortgagee shall have the right, at any time or times thereafter, to insist upon strict performance by Mortgagor of any and all of such terms, provisions and conditions.

Section 8.06 Mortgagee's Right to Perform. Mortgagor agrees that if Mortgagor fails to perform any act or take any action which Mortgagor is required to perform or take hereunder or under any Loan Document or to pay any money which Mortgagor is required to pay hereunder or under any Loan Document, Mortgagee may (after prior notice to Mortgagor and opportunity to cure, to the extent provided for in the Loan Documents), but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money, all at Mortgagor's expense.

Section 8.07 Successors and Assigns; Assignment of Liabilities. All of the terms hereof shall apply to, be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs and legal representatives, and all other Persons claiming by, through or under them; provided, however, that nothing herein shall be deemed to imply any right on behalf of Mortgagor to assign its interest in any of the Mortgaged Property except as may be expressly set forth in the Guaranties.

Section 8.08 Severability. This Mortgage is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws and regulations of applicable Governmental Authorities and the provisions hereof are intended to be limited to the extent necessary that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any provision hereof or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Mortgage nor the application of such provision to other Persons or circumstances shall be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

Section 8.09 Entire Agreement and Modification. This Mortgage may not be amended, revised, waived, discharged, released or terminated orally, but only by a written instrument or instruments executed by the party against which enforcement of the amendment, revision, waiver, discharge, release

or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party.

Section 8.10 Applicable Law. THIS MORTGAGE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ALABAMA (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW).

Section 8.11 Submission To Jurisdiction; Waiver Of Jury Trial; Prejudgment Remedy Waiver.

(a) MORTGAGOR, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (i) SUBMITS TO PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE STATE IN WHICH THE REAL PROPERTY IS LOCATED OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS MORTGAGE OR ANY OTHER OF THE LOAN DOCUMENTS, (ii) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION OVER THE COUNTY IN WHICH THE REAL PROPERTY IS LOCATED, (iii) SUBMITS TO THE JURISDICTION OF SUCH COURTS, AND, (iv) TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF MORTGAGEE TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM). MORTGAGOR FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO MORTGAGOR AT THE ADDRESS FOR NOTICES DESCRIBED IN SECTION 2.02 HEREOF, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW).

(b) MORTGAGEE AND MORTGAGOR, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE OBLIGATIONS SECURED HEREBY OR ANY CONDUCT, ACT OR OMISSION OF MORTGAGEE OR MORTGAGOR, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH MORTGAGEE OR MORTGAGOR, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

Section 8.12 Satisfaction of Prior Encumbrance. To the extent that proceeds advanced pursuant to any Loan Document are used to pay indebtedness secured by any outstanding Lien, security interest, charge or prior encumbrance against the Mortgaged Property, such proceeds shall be deemed to have been advanced by Mortgagee at Mortgagor's request, and, provided such advances were made in accordance with the applicable provisions of the Loan Document, Mortgagee shall be subrogated to any and all rights, security interests and Liens owned by any owner or holder of such outstanding Liens,

security interests, charges or encumbrances, irrespective of whether said Liens, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such other indebtedness by Mortgagee, Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness.

Section 8.13 No Partnership. Nothing contained in this Mortgage is intended to, or shall be construed to, create to any extent and in any manner whatsoever any partnership, joint venture, or association between Mortgagor and Mortgagee, or in any way make Mortgagee a co-principal with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

Section 8.14 Headings. The Article, Section and Subsection headings hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 8.15 Release of Mortgage. If all of the Obligations shall have been paid, performed or discharged and all Commitments shall have been terminated, Mortgagee shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record, at the sole cost and expense of Mortgagor, and shall execute and deliver (or cause to be executed and delivered) such instruments of satisfaction and discharge as may be appropriate, such instruments to be duly acknowledged and in form for recording, at the sole cost and expense of Mortgagor.

Section 8.16 Limitation of Obligations with Respect to Mortgaged Property.

(a) Neither Mortgagee nor any Mortgagee shall have any duty to protect or preserve, or any liability with respect to the protection or preservation of, any Mortgaged Property or to preserve rights pertaining thereto other than the duty to use reasonable care in the custody and preservation of any Mortgaged Property in its actual possession. Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any Mortgaged Property in its possession if such Mortgaged Property is accorded treatment substantially equal to that which Mortgagee accords its own like property. Mortgagee shall be relieved of all responsibility for any Mortgaged Property in its possession upon surrendering it, or tendering surrender of it, to Mortgagor or to such other Person entitled thereto by applicable law.

(b) Nothing contained in this Mortgage shall be construed as requiring or obligating Mortgagee or any Mortgagee, and neither Mortgagee nor any Mortgagee shall be required or obligated, to (i) make any demand or inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim or notice or take any action with respect to any Mortgaged Property or the monies due or to become due thereunder in connection therewith, (ii) ascertain or take action with respect to calls, conversions, exchanges, maturities, tenders, offers or other matters relating to any Mortgaged Property, whether or not Mortgagee or any of the other Mortgagees has or is deemed to have knowledge or notice thereof, (iii) take any necessary steps to preserve rights against any prior parties with respect to any Mortgaged Property, or (iv) notify Mortgagor or any other Person of any decline in the value of any Mortgaged Property.

Section 8.17 Inconsistency with Guaranties. To the fullest extent possible, the terms and provisions of the Guaranties shall be read together with the terms and provisions of this Mortgage such that the terms and provisions of this Mortgage shall supplement, rather than conflict with, the terms and provisions of such Guaranty; provided, however, that, notwithstanding the foregoing, in the event any of the terms or provisions of this Mortgage conflict with any of the terms or provisions of any Guaranty, the terms or provisions providing maximum security to Mortgagee shall govern and control for all

purposes; and, provided further that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of a secured party but which are not addressed in the Guaranties shall not be deemed to be a conflict with the Guaranties and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

Section 8.18 Covenants To Run With the Land. All of the grants, representations, warranties, undertakings, covenants, terms, provisions and conditions in this Mortgage shall run with the land and shall apply to and bind the successors and assigns of Mortgagor. If there shall be more than one Mortgagor, the covenants, representations and warranties made herein shall be deemed to be joint and several.

Section 8.19 Amount Secured; Last Dollar. So long as the balance of the Obligations exceeds the portion of the Obligations secured by this Mortgage, no payment on account of the Obligations shall be deemed to be applied against or to reduce the portion of the Obligations secured by this Mortgage, but shall, instead, be deemed to be applied against only such portions of the Obligations that are not secured by this Mortgage.

Section 8.20 Exculpation Provisions. EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS MORTGAGE; AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS MORTGAGE; THAT IT HAS IN FACT READ THIS MORTGAGE AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS MORTGAGE; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS MORTGAGE AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS MORTGAGE; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS MORTGAGE RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS MORTGAGE ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

Section 8.21 No Merger of Estates. So long as any part of the Obligations remain unpaid, unperformed or undischarged or the Commitments shall not have been terminated, the fee, easement and any leasehold estates to the Mortgaged Property shall not merge but rather shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any lessee, any third-party purchaser or otherwise.

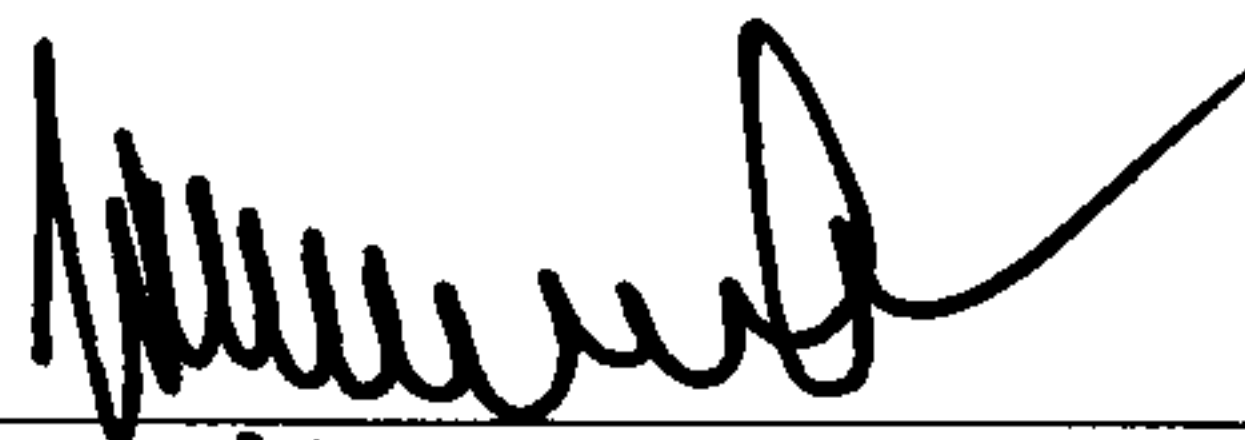
Section 8.22 Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to constitute one single instrument, except that, to facilitate recordation, portions of Exhibit A hereto which describe properties situated in counties other than the county in which this Mortgage is to be recorded may be omitted.

[No Further Text On This Page; Signature Page Follows]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first
above written.

MORTGAGOR:

BISMILLAH HOLDINGS, LLC
an Alabama limited liability company

By: 
Name: Muhammad Ali
Title: Owner


20150724000251830 23/25 \$87.00
Shelby Cnty Judge of Probate, AL
07/24/2015 10:51:36 AM FILED/CERT

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Muhammad
W. Ali, whose name as member of Bismillah Holdings, 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 said instrument,
he, as such officer and with full authority, executed the same voluntarily for and as the act of said
limited liability company.

Given under my hand and official seal this 13th day of July, 2015.

Ken H. Borkey
Notary Public
My Commission Expires: 2-28-2016

[SEAL]



20150724000251830 24/25 \$87.00
Shelby Cnty Judge of Probate, AL
07/24/2015 10:51:36 AM FILED/CERT

Mortgage (Alabama)

Exhibit A

Lot 7, according to Jackson Addition to Lay Lake, Sector 1, as recorded in Map Book 31, Page 91, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.


20150724000251830 25/25 \$87.00
Shelby Cnty Judge of Probate, AL
07/24/2015 10:51:36 AM FILED/CERT