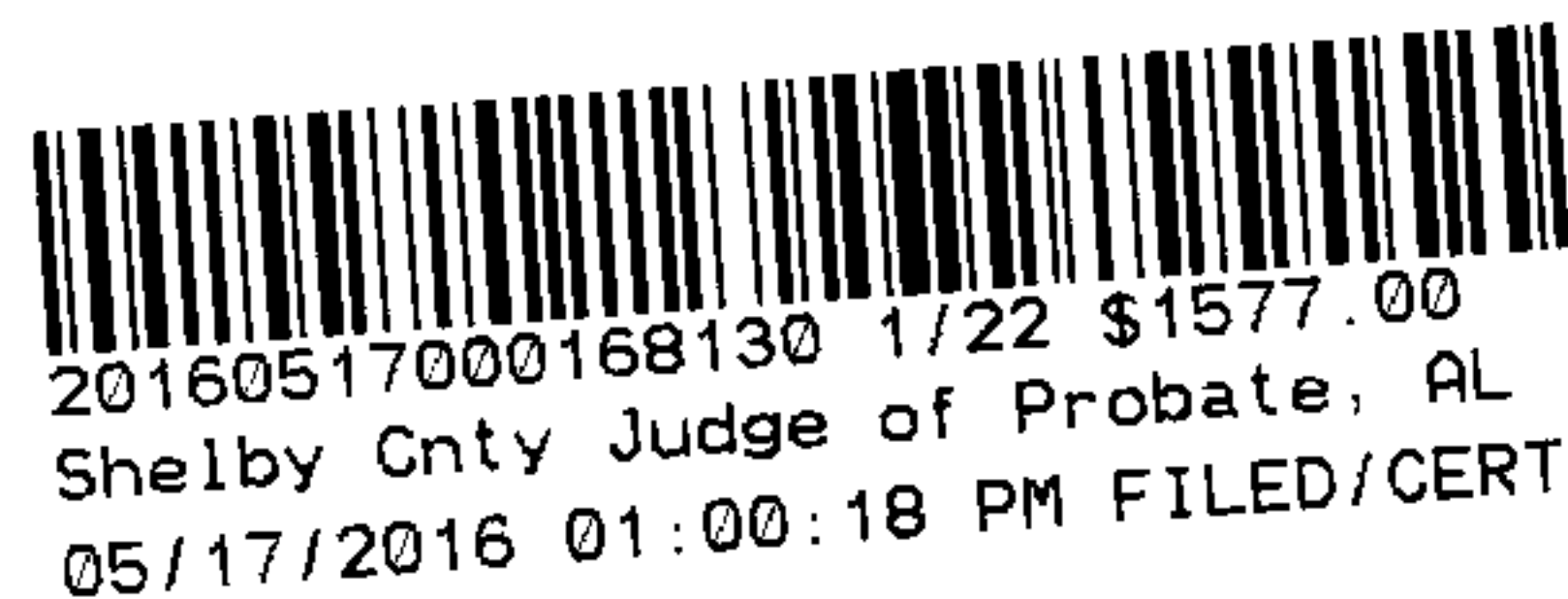


STATE OF ALABAMA)
 :
COUNTY OF SHELBY)



MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") made as of the 5th day of May, 2016, by **Pinelawn Gardens, LLC**, an Alabama limited liability company, having a place of business at 600 Boulevard South SW, Suite 104 A, Huntsville, Alabama 35802 (hereinafter collectively referred to as "Mortgagor"), to **Oakworth Capital Bank**, a banking corporation organized under the laws of the State of Alabama, with its principal place of business at 2100A Southbridge Parkway, Suite 445 Birmingham, Alabama 35209 (hereinafter referred to as "Mortgagee");

W I T N E S S E T H :

That for good and valuable consideration, and to secure the payment of the aggregate sums of money as may from time to time be advanced under the Note, as hereinafter defined, together with interest thereon, and all renewals or extensions thereof and all other sums of money secured hereby as hereinafter provided, the Mortgagor has bargained and sold to Mortgagee, its successors and assigns, and hereby does grant, bargain, sell, convey and assign unto the Mortgagee, its successors and assigns, that certain real property located in Shelby County, Alabama which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof (such real property hereinafter referred to as the "Land"),

TOGETHER with all buildings, structures and other improvements now or hereafter attached to or located on the Land, or any part or parcel thereof, and

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto or unto any part thereof now or hereafter belonging or in any wise appertaining, and all streets, strips and gores of land, alleys, passages, ways, water courses, and all leasehold estates, rights-of-way, easements and covenants now existing or hereafter created for the benefit of Mortgagor or any subsequent owner or tenant of the Land, and all rights to enforce the maintenance thereof, and all other rights, privileges and liberties of whatsoever kind or character, and the reversions and remainders thereof, and all estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Mortgagor in and to the Land or any part thereof, and

TOGETHER with all building materials, fixtures, building machinery and building equipment delivered on site to the Land during the course of or in connection with the construction, reconstruction or remodeling of any of the aforesaid buildings, structures, or other improvements, and

TOGETHER with all personal property of every kind and description, and all apparatus, chattels, and fixtures now or hereafter erected or placed in or upon the Land or any improvement thereon or now or hereafter attached to or used in connection with the Land or any improvement

thereon, including, but not limited to all machinery, equipment, inventory and all other personal property located on the Land (all of which is hereinafter referred to as the "Equipment"), and

TOGETHER with all monies, accounts receivable and proceeds (hereinafter referred to collectively as the "Proceeds") derived by Mortgagor from the Land, Equipment, or said apparatus, chattels, fixtures, buildings, structures, improvements, leases, tenant contracts, occupancy agreements, rental agreements, patrons, contracts, licenses, permits, rents, issues or profits, including but not limited to all revenue, receipts, rents, refunds, rebates, tenant reimbursements, condemnation awards and proceeds of the sale of, insurance on or other borrowings secured in whole or in part by any of the Land, Equipment, or said apparatus, chattels, fixtures, buildings, structures, improvements, leases, tenant contracts, rental agreements, contracts, licenses, permits, rents, issues and profits, and


TOGETHER with all books and records, the benefit of any deposits or payments now or hereafter made by Mortgagor or on behalf of Mortgagor, all Mortgagor's right, title and interest in and to all franchise agreements, license agreements, tradenames, trademarks, service marks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land, Equipment or Proceeds or any part thereof or are now or hereafter acquired by Mortgagor; all security deposits, and other deposits, and all other general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land, Equipment or Proceeds (all of which is hereinafter referred to as the "Intangibles");

TO HAVE AND TO HOLD the said bargained property (all of which is collectively referred to herein as the "Premises") unto Mortgagee, its successors and assigns, forever.

1. Indebtedness Secured. This Mortgage secures the following (hereinafter referred to collectively as the "Indebtedness"):

(i) the payment of an indebtedness in the principal amount of One Million and No/100 Dollars (\$1,000,000.00) ("Loan"), with interest thereon, as evidenced by that certain Promissory Note of even date herewith, executed and delivered by Mortgagor and Bolton Funeral Home, LLC, an Alabama limited liability company (collectively, the "Borrower") to Mortgagee (as same may be amended, modified, extended or renewed from time to time, the "Note"), and all renewals, modifications, consolidations or extensions thereof;

(ii) the payment of all interest, default interest, late charges and other sums now or hereafter payable under this Mortgage, under the Note, under that certain Loan Agreement by and between Borrower and Mortgagee of even date herewith (as same may be amended, extended or restated from time to time, the "Loan Agreement"), or under any other instrument now or hereafter evidencing or securing the indebtedness evidenced by the Note, including, but not limited to the Loan Documents, as such term is defined in the Loan Agreement, together with all renewals, extensions, consolidations or modifications of any thereof;


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(iii) the payment of all other monies agreed or provided to be paid by Borrower in the Note, this Mortgage, the Loan Agreement or under any other instrument now or hereafter evidencing or securing the indebtedness evidenced by the Note, including, but not limited to the Loan Documents, together with all renewals, extensions, consolidations or modifications of any thereof;

(iv) the payment of any and all additional advances made and expenses incurred by Mortgagee to protect or preserve the Premises or the lien hereof on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided;

(v) the performance of all other obligations of Mortgagor contained herein;

(vi) the performance of each obligation of Borrower contained in the Note in addition to the payment of the indebtedness evidenced thereby and of Borrower contained herein, in the Loan Agreement or in any other instrument now or hereafter evidencing or securing the indebtedness evidenced by the Note, including, but not limited to, the Loan Documents; and

(vii) the payment and performance of each debt and obligation of Borrower contained in any renewal, extension, modification, consolidation, change, substitution, replacement for, restatement or increase of all or any part of the Note, this Mortgage, the Loan Agreement or any other Loan Documents.

MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:

2. Title of Mortgagor. Mortgagor is well and lawfully seized and possessed of the Premises with a good and indefeasible title in fee simple; Mortgagor will warrant and defend the Premises against all claims and demands whatsoever.

3. Payment of Indebtedness. Mortgagor will pay when due the Indebtedness and all other sums secured hereby.

4. Maintenance. Mortgagor shall keep the Premises protected and in good order, repair and condition at all times, reasonable wear and tear excepted, promptly replacing, restoring or rebuilding to its original condition any part thereof which may become lost, destroyed or unsuitable for use for any reason, including fire, storm, or other casualty. Mortgagor will immediately notify Mortgagee if any part of the Premises is damaged by fire or other casualty.

5. Insurance. Mortgagor shall keep the Premises and the interests and liabilities incident to the ownership, possession and operation thereof insured in manner and form, with companies, and for sums and periods satisfactory to Mortgagee and in connection therewith, shall procure for, deliver to and maintain for the benefit of Mortgagee during the term of this Mortgage, original paid-up insurance policies containing standard non-contributory

mortgage clauses satisfactory to Mortgagee, insuring against loss from casualty, flood, rent loss, business income, liability and such other risks as Mortgagee may require; provided however, Mortgagee makes no representations that such insurance will be sufficient to cover any loss. All insurance policies are to be held by and, to the extent of its interests, are to be for the benefit of and first payable in case of loss to Mortgagee, and Mortgagor shall deliver to Mortgagee a new policy as replacement for any expiring policy at least thirty (30) days before the date of such expiration. Mortgagor shall promptly notify Mortgagee of any damage in excess of Ten Thousand (\$10,000.00) Dollars or destruction to all or any part of the Premises where the damage is in excess of Ten Thousand (\$10,000.00) Dollars. In the event of such loss, the insurance monies may be utilized to restore the Premises on the Land; provided that (i) no Event of Default shall then exist; (ii) the restoration will be made and the Premises completed within a time approved by Mortgagee; (iii) Mortgagor provides all funds necessary to complete the Premises (if the insurance proceeds do not cover the entire loss) and any additional expenses which may be incurred; (iv) the insurance proceeds and such additional funds as may be required of Mortgagor are disbursed by Mortgagee in accordance with a schedule it deems appropriate; and (v) any insurance proceeds in excess of actual costs of repair and rebuilding may be applied by Mortgagee to the Indebtedness; PROVIDED, HOWEVER, that Mortgagee shall have the right to apply such insurance proceeds to the Indebtedness of Mortgagor if an Event of Default shall then exist. Mortgagee is hereby irrevocably appointed by Mortgagor as attorney-in-fact of Mortgagor, at Mortgagee's option, to adjust or compromise any loss under any insurance policies maintained pursuant to this paragraph, to collect and receive the proceeds from any such policy or policies, and to assign any policy without accounting for any unearned premium thereon in the event of the foreclosure of this Mortgage or a conveyance by Mortgagor in lieu of any such foreclosure.

6. Compliance with Laws. Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

7. Taxes and Assessments. Mortgagor will pay, before the same become delinquent, all taxes, assessments, water, sewer and other rents, charges, excises, levies, license fees, permit fees and all other charges (in each case, whether general or special, ordinary or extraordinary, or foreseen or unforeseen) of every character (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon the Premises or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and will submit to Mortgagee such evidence of the due and punctual payment of all such taxes, assessments, and charges as Mortgagee may require. Mortgagor will pay all taxes, assessments and charges which may be levied on the Note or the ownership thereof or the interest thereon, or on this Mortgage or the ownership thereof (including without limitation, any intangibles, mortgage or documentary tax levied by the State of Alabama), excepting the Federal Income Tax imposed under the laws of the United States of America and any Income Tax imposed under the laws of any State. Provided further however, if for any reason payment by Mortgagor of any such taxes, assessments and charges should be unlawful or if the payment thereof would constitute usury or render the Indebtedness wholly or partially usurious under any of the terms or provisions of the Note, or this Mortgage, or otherwise, Mortgagee may, at its option, declare the entire amount secured by this Mortgage,

with interest thereon, to be due and payable, or Mortgagee may, at its option, pay that amount or portion of such taxes, assessments and charges as render the Indebtedness unlawful and usurious, in which event Mortgagor shall concurrently therewith pay the remaining lawful and nonusurious portion or balance of said taxes, assessments and charges.

8. Performance by Mortgagee. If Mortgagor fails to observe or perform any of Mortgagor's covenants set forth in this Mortgage and such failure continues after the expiration of any notice or cure period set forth herein, then Mortgagee, at its option, may perform and observe the same, and all reasonable payments made and costs incurred by Mortgagee in connection therewith, and reasonable attorney's fees, shall be secured hereby, and, upon demand, shall be repaid by Mortgagor, with interest thereon at the interest rate then provided in the Note, calculated from the date any such payment is made. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor, subject to rights of tenants in possession.

9. Waste or Alteration. Mortgagor (i) will not commit waste or permit impairment or deterioration of the Premises; (ii) shall not abandon the Premises; (iii) shall keep the Premises, including improvements, fixtures, equipment, machinery and appliances that may be now or hereafter located thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Premises when necessary to keep such items in good repair; (iv) shall generally operate and maintain the Premises in a manner to ensure maximum revenue; and (v) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Premises, the security of this Mortgage or the rights or powers of Mortgagee hereunder. Neither Mortgagor nor any tenant, occupant or other person shall remove, demolish or alter any improvements hereafter erected on the Premises or any fixture, equipment, machinery or appliance in or on the Premises except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

10. Condemnation. Mortgagor hereby assigns to Mortgagee all awards hereafter made by virtue of any exercise of the right of condemnation or eminent domain by any authority, including any award for damages to or taking of title to the Premises or any part thereof, or the possession thereof, or any right of easement affecting the Premises or appurtenant thereto (including any award for any change of grade of streets), and the proceeds of all sales in lieu of condemnation. Mortgagor, immediately upon obtaining knowledge of the institution, or the proposed, contemplated or threatened institution, of any action or proceeding for the taking through condemnation of the Premises or any part thereof will notify Mortgagee, and Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute, through counsel selected by Mortgagee, in its own name or in Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith, and the reasonable expenses thereof shall be secured hereby, and, upon demand, shall be repaid by Mortgagor. Mortgagee, at its option, is hereby authorized to collect and receive all such awards and the proceeds of all such sales and to give proper receipts and acquittances therefor and Mortgagee, at its election, may use such awards and proceeds in any one or more of the

following ways and in such order as Mortgagee in its discretion shall determine: (i) apply the same or any part thereof upon the Indebtedness whether then matured or unmatured, (ii) use the same or any part thereof to fulfill any of the covenants and agreements of Mortgagor hereunder as Mortgagee may determine, (iii) pay the same or any part thereof to Mortgagor for the purpose of replacing, restoring or altering the Premises to a condition satisfactory to Mortgagee, or (iv) release the same to Mortgagor. Mortgagor agrees to execute and deliver such other instruments as Mortgagee may require evidencing the assignment of all such awards and proceeds to Mortgagee. Any excess of such award after Mortgagee applies the same as aforesaid shall be refunded by Mortgagee to Mortgagor.

11. Mortgagee's Expenses. If Mortgagee is made a party to or appears as a party plaintiff or defendant in any suit, action, dispute, or proceeding affecting the Premises, the Note, any amount secured hereby, including, but not limited to the Indebtedness, or the validity or priority of this Mortgage, then Mortgagor shall, upon demand, reimburse Mortgagee for all reasonable expenses incurred by Mortgagee by reason of any such suit, action, dispute or proceeding, including reasonable attorney's fees, and the same shall be secured hereby.

12. Subrogation of Mortgagee. Mortgagee shall be subrogated to any encumbrance, lien, claim or demand (including all the rights therein and security for the payment thereof) paid or discharged with the proceeds of the Indebtedness, or by Mortgagee under the provisions hereof, and each of them is hereby preserved and shall pass to and be held by Mortgagee as further security for the Indebtedness.

13. Use of the Premises. During the existence of this Mortgage, Mortgagor will at all times use and operate the Premises as a(n) cemetery and for purposes incidental thereto, and will not alter or change the use of the Premises or abandon the Premises without the prior written consent of Mortgagee.

14. Prior Liens/Additional Indebtedness.

(a) Mortgagor will not permit any part of the Premises to become subject to any security interest, conditional sale contract, title retention arrangement or other charge or lien taking precedence over the lien and interest hereof, except that Mortgagor may lease or finance new equipment used in connection with the Mortgagor's business operated on the Land.

(b) Mortgagor shall not sell, transfer, assign, lease (except as consented to by Mortgagee in writing), pledge or otherwise convey any of its rights, title and interest in and to the Premises without the prior written consent of Mortgagee; provided, however, Mortgagor may sell worn out or obsolete equipment without the prior consent of Mortgagee.

15. Escrow of Taxes and Insurance. Upon the occurrence of an Event of Default, Mortgagor will pay to Mortgagee, to the extent requested by Mortgagee, on the dates upon which interest under the Note is payable, such amounts as Mortgagee from time to time estimates as necessary to create and maintain a reserve fund from which to pay, before the same become due, all taxes, assessments, liens or charges on or against the Premises, and premiums for insurance required hereunder to be paid by Mortgagor. Such reserve funds shall be held by

Mortgagee, free of interest, and free of any liens or claims on the part of creditors of Mortgagor and as part of the security of Mortgagee. Such funds shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Mortgagee. Payments from said reserve fund for said purposes may be made by Mortgagee at its discretion even though subsequent owners of the Premises may benefit thereby. Upon the occurrence of an Event of Default hereunder, any part or all of said reserve fund may in Mortgagee's discretion be applied to any part of the Indebtedness, and in refunding any part of said reserve fund, Mortgagee may deal with whomever is represented to be the owner of the Premises at that time. Prior to an Event of Default, Mortgagor shall draw upon the reserve funds for purposes of paying amounts due for which such funds were deposited (e.g., property tax escrow can be used to pay property taxes due and payable).

16. Interest Rate Upon Default; Attorney Fees. Subsequent to the occurrence of an Event of Default and the acceleration of the Indebtedness evidenced by the Note, the principal of the Note then outstanding shall bear interest at ten (10%) percent per annum in excess of the interest rate provided in the Note in the absence of such Event of Default. In the event the Note or any amount secured hereby are collected by suit or through an attorney, Mortgagor agrees to pay all costs of collection, including, but not limited to, reasonable attorney's fees actually incurred in connection with the protection or realization of collateral or in connection with any of Mortgagee's collection efforts, whether or not suit on the Note or any foreclosure proceeding hereunder is filed, and all such costs and expenses shall be due and payable on demand and shall be a part of the Indebtedness and secured hereby.

17. Conveyance of Premises.

(a) Mortgagor hereby acknowledges to Mortgagee that (i) the identity and expertise of Mortgagor was and continue to be material circumstances upon which Mortgagee has relied in connection with, and which constitute valuable consideration to Mortgagee for, extending to Mortgagor the indebtedness evidenced by the Note, and (ii) any change in such identity or expertise could materially impair or jeopardize the security for the payment of the Note granted to Mortgagee by this Mortgage. Mortgagor therefore covenants and agrees with Mortgagee, as part of the consideration for extending to Mortgagor the indebtedness evidenced by the Note, that Mortgagor shall not encumber, pledge, lease, convey, transfer or assign any or all of its interest in the Premises except as permitted hereunder, nor permit the transfer of the ownership interest held by the present stockholders of Mortgagor, without the prior written consent of Mortgagee, which shall be in Mortgagee's sole and absolute discretion, and may be arbitrarily withheld. Mortgagor shall reimburse Mortgagee for all reasonable costs actually incurred by Mortgagee in giving its consent under this paragraph.

(b) Mortgagor shall furnish Mortgagee with executed copies of all leases, occupancy agreements or the like for all or any portion of the Premises (the "Leases"). In addition, all Leases shall provide for market rental rates and terms and shall be arms-length transactions. All Leases shall provide that they are subordinate to this Mortgage and that the lessee agrees to attorn to Mortgagee. Each lessee or occupant, if requested by Mortgagee, shall execute a tenant estoppel and subordination agreement in a form and with content acceptable to Mortgagee in Mortgagee's sole reasonable discretion.

(c) Mortgagor (i) shall observe and perform all the obligations imposed upon the lessor under the Leases and shall not do or permit to be done anything to impair the value of the Leases as security for the Indebtedness; (ii) shall enforce all of the material terms, covenants and conditions contained in the Leases upon the part of the lessee thereunder to be observed or performed, short of termination thereof; (iii) shall not collect any of the Rents more than five (5) days in advance; (iv) shall not execute any other assignment of the lessor's interest in the Leases or the Rents; and (v) shall not consent to any assignment of or subletting under the Leases not in accordance with their terms, without the prior written consent of Mortgagee.

18. Books, Records, Accounts and Annual Reports. Mortgagor will keep and maintain or will cause to be kept and maintained, at Mortgagor's cost and expense, proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Premises and in connection with any services, equipment or furnishings provided in connection with the operation of the Premises. Mortgagor shall provide all financial statements and reports as required in the Loan Agreement.

19. Inspection of Premises. Mortgagee and any person authorized by Mortgagee shall have the right at any time and from time to time to enter upon and inspect the Premises, including all books and records with respect thereto, and Mortgagor shall make the same available for such purpose. Mortgagor shall be available, at such reasonable times as may be requested by Mortgagee, to meet with Mortgagee and its agents, accountants and attorney's to discuss Mortgagor's affairs, finances and accounts.

20. Replacement of Note. In the event of a loss, theft, destruction or mutilation of the Note, Borrower will, upon written request of Mortgagee, execute and deliver, in lieu thereof, a replacement Note, identical in form and substance to the Note and dated as of the date of the Note and upon such execution and delivery all references in this Mortgage to the Note shall be deemed to refer to such replacement Note.

21. Suits to Protect Premises. Mortgagee shall have the power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Premises by any acts which may be unlawful or constitute an Event of Default under this Mortgage, (ii) to preserve or protect its interest in the Premises and in the incomes, rents, issues, profits and revenues arising therefrom and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Mortgagee.

22. Zoning Change. Mortgagor shall not initiate, join in, or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof without the express written consent of Mortgagee.

23. Further Assurances. Mortgagor shall execute and deliver (and pay the costs of preparation and recording thereof) to Mortgagee and any subsequent holder from time to

time, upon demand, any further instrument or instruments, including, but not limited to, mortgages, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct, and to perfect the evidence of the obligations hereby secured and the legal security title and lien of Mortgagee to all or any part of the Premises intended to be hereby conveyed and granted, whether now conveyed, later substituted for, or acquired subsequent to the date of this Mortgage, and extensions or modifications thereof.

24. Events of Default. The occurrence of any one or more of the following events and the continuance of such event beyond any grace or notice and cure period, if any, shall constitute an "Event of Default" hereunder:

(i) Default in Payment. Any portion of the Indebtedness is not paid prior to the tenth (10th) day after same is due; or

(ii) Default Under Loan Documents. Any default or Event of Default shall occur under any of the other documents evidencing, securing or otherwise relating to the Indebtedness, including, without limitation, the Note, the Additional Note, this Mortgage, the Loan Agreement, or the Loan Documents, which is not cured within any applicable grace period; or

(iii) Breach of Covenant. Mortgagor shall breach or fail to perform, observe or meet any covenant or condition in this Mortgage, or any of the other Loan Documents and such failure continues for thirty (30) days after Mortgagor's receipt of written notice from Mortgagee; or

(iv) Filing of Liens Against the Premises. Any lien for labor, materials or taxes (except for ad valorem taxes not yet due and payable) or otherwise shall be filed against the Premises and not be released (by payment, bonding or otherwise) within the earlier of thirty (30) days after the date of filing thereof or fifteen (15) days after Mortgagor receives actual notice thereof; or

(v) Litigation Against Mortgagor or Guarantor. Any suit shall be filed against Mortgagor or any Guarantor which if adversely determined, could reasonably be expected substantially to impair the ability of Mortgagor or any Guarantor to perform each and every one of their respective obligations under and by virtue of the Loan Documents; or

(vi) Levy Upon the Premises. A levy shall be made under any process on, or a receiver be appointed for the Premises or any part thereof or any other property of Mortgagor; or

(vii) Bankruptcy of Mortgagor or Guarantor. (i) Mortgagor or any Guarantor shall (A) apply for or consent to the appointment of a receiver, trustee or liquidator of any of them or any of their respective property or assets, (B) admit in writing its or his inability to pay its or his respective debts as they mature, (C) make a general assignment for the benefit of creditors, (D) be adjudicated a bankrupt or insolvent, (E) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take

advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against any of them in any proceeding under any such law, or (F) take action for the purpose of effecting any of the foregoing; or (ii) an order, judgment or decree shall be entered without the application, approval or consent of Mortgagor or any Guarantor by any court of competent jurisdiction, approving a petition seeking reorganization of Mortgagor, any Guarantor or of all or a substantial part of their respective properties or assets, or appoint a receiver, trustee or liquidator of any of them and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) days; or

(viii) Abandonment. The Premises shall be abandoned; or

(ix) Denial of Inspection. Mortgagee or its representative shall not be permitted, at all reasonable times, to enter upon the Premises, to inspect the Improvements; or

(x) Materials Not Free and Clear. Mortgagor shall execute (other than to Mortgagee or related to equipment leased or financed by Mortgagor not to exceed an aggregate of one hundred thousand and no/100 dollars (\$100,000.00)) any conditional bill of sale, chattel mortgage, security agreement or other security instrument covering any materials, fixtures, machinery, equipment, articles, and/or personal property intended to be incorporated in the Improvements or the appurtenances thereto, or placed in the Improvements, or if a financing statement publishing notice of such security instrument shall be filed, or if any of such materials, fixtures, machinery, equipment, articles, and/or personal property shall not be purchased so that the ownership thereof will vest unconditionally in Mortgagor, free from encumbrances other than to Mortgagee, on delivery at the Premises, or if Mortgagor shall not produce to Mortgagee upon demand the contracts, bills of sale, statements, receipted vouchers or agreements, or any of them, under which Mortgagor claims title to any thereof; or

(xi) False Representation or Warranty. At any time any representation, warranty or statement made by Mortgagor or any Guarantor in any Loan Document shall be incorrect or misleading in any material respect; or

(xii) Failure to Disprove Default. Mortgagee shall reasonably suspect the occurrence of any default or Event of Default and Mortgagor, upon the request of Mortgagee, shall fail to provide evidence reasonably satisfactory to Mortgagee that such default or Event of Default has not in fact occurred; or

(xiii) Death. Death of any Guarantor; provided, however, it shall not be an Event of Default if Mortgagor provides a replacement guarantor acceptable to Mortgagee, in Mortgagee's sole and absolute discretion, within ninety (90) days after the death of such Guarantor; or

(xiv) Waste. The Premises are subjected to actual or threatened waste of a material nature, or any material part of the completed improvements thereof is removed, demolished or altered without the prior written consent of Mortgagee; or

(xv) Judgment. Any final judgment or order for the payment of money in excess of \$25,000 shall be rendered against Mortgagor or any Guarantor and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order, or (ii) there shall be any period of ten (10) consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(xvi) Dissolution/Liquidation. Mortgagor or any entity Guarantor is dissolved, liquidated or partitioned; or

(xvii) Transfer. Except as otherwise permitted by this Mortgage, the Premises or any portion of the Premises or any interest in the Premises is transferred, sold, leased, conveyed, assigned or further encumbered without the prior written consent of Mortgagee, which consent may be withheld in the sole and absolute discretion and determination of Mortgagee (without limitation, for purposes hereof, the sale or change of the ownership interest held by the present stockholders of Mortgagor shall be considered a sale or transfer of Mortgagor's interest in the Premises); or

(xviii) Impairment of Guaranty. Any Guarantor repudiates or attempts to terminate or limit its/his obligation under the Guaranty or fails to observe, or comply with, or keep any term, covenant, agreement or condition contained in the Guaranty.

Any notice, cure or grace periods contained herein shall run concurrently and not consecutively with any notice, cure or grace periods contained in any other of the Loan Documents.

25. Acceleration of Maturity. If an Event of Default shall have occurred, and such Event of Default is not cured within the applicable cure period, then the entire Indebtedness shall, at the option of Mortgagee, immediately become due and payable without notice or demand, time being of the essence of this Mortgage; and no omission on the part of Mortgagee to exercise such option when entitled to do so shall be construed as a waiver of such right.

26. Right to Enter and Take Possession.

(a) If an Event of Default shall have occurred, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Premises and to the extent permitted by law, Mortgagee, in person or by agent or by court-appointed receiver, may enter and take possession of all of the Premises, and may exclude Mortgagor and its agents and employees wholly therefrom, and may have joint access with Mortgagor to the books, papers and accounts of Mortgagor, and may take any and all steps which may be desirable in the Mortgagee's judgment to manage and operate the Premises, and Mortgagee may apply any rents, royalties, income or profits collected against the Indebtedness secured by this Mortgage without in any way curing or waiving any Event of Default to the Mortgagor;

(b) If Mortgagor shall for any reason fail to surrender or deliver the Premises or any part thereof after such demand by Mortgagee, Mortgagee may obtain a judgment or

decree conferring upon Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of the Premises to Mortgagee, and Mortgagor hereby specifically covenants and agrees that Mortgagor will not oppose, contest or otherwise hinder or delay Mortgagee in any action or proceeding by Mortgagee to obtain such judgment or decree. Mortgagor will pay to Mortgagee, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to Mortgagee, its attorneys' and agents, and all such expenses and compensation shall, until paid, become part of the Indebtedness and shall be secured by this Mortgage. In the event that all such interest, deposits and principal installments and other sums due under any of the terms, covenants, conditions and agreements of this Mortgage shall be paid and all Events of Default shall be cured, and as a result thereof Mortgagee surrenders possession of the Premises to Mortgagor, the same right of taking possession shall continue to exist if any subsequent Event of Default shall occur.

27. Performance by Mortgagee. If Mortgagor shall default in the payment, performance or observance of any term, covenant or condition of this Mortgage and such failure shall continue beyond any applicable grace and/or notice and cure period, Mortgagee may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by Mortgagee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the Default Rate provided in the Note. Mortgagee shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

28. Receiver. If an Event of Default shall have occurred, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Premises and to collect and apply the incomes, rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Alabama. Mortgagor will pay to Mortgagee upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this Paragraph 28, and any such amounts paid by Mortgagee shall be added to the Indebtedness and shall be secured by this Mortgage.

MORTGAGOR HEREBY SPECIFICALLY WAIVES THE RIGHT TO OBJECT TO THE APPOINTMENT OF A RECEIVER AS AFORESAID AND HEREBY EXPRESSLY CONSENTS THAT SUCH APPOINTMENT SHALL BE MADE AS AN ADMITTED EQUITY AND AS A MATTER OF ABSOLUTE RIGHT OF MORTGAGEE.

29. Foreclosure, Sale and Further Remedies.

(a) If, after applicable notice and grace, if any, the Mortgagor remains in default, then Mortgagee may, at its continuing option, and without further notice to or demand upon Mortgagor, take any of the following actions:

(i) Bring a court action at law or in equity (1) to foreclose this Mortgage or (2) to enforce its provisions or any of the indebtedness or obligations secured by this Mortgage, either or both, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of Mortgagee's right to institute or maintain the other, provided that Mortgagee shall have only one payment and satisfaction of the Indebtedness;

(ii) Cause any or all of the Premises to be sold under the power of sale granted by this Mortgage in any manner permitted by applicable law;

(iii) Exercise any other right or remedy available under law or in equity;

(iv) Sell the Premises at public outcry to the highest bidder for cash between the legal hours for sale in front of the courthouse door in the county where said Premises, or a substantial and material part, is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the Premises, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the property so purchased. Mortgagee may bid at said sale and purchase said Premises, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Premises may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Mortgagee may elect in its sole discretion.

(b) Mortgagor waives all rights to direct the order or manner in which any of the Premises will be sold in the event of any sale under this Mortgage, and also any right to have any of the Premises marshalled upon any sale. Mortgagee may in its discretion sell all the personal and real property together or in parts, in one or more sales, and in any sequence Mortgagee selects.

(c) All remedies contained in this Mortgage are cumulative, and the Mortgagee also has all other remedies provided by law or in any other agreement between the Mortgagor and the Mortgagee. No delay or failure by the Mortgagee to exercise any right or remedy under this Mortgage will be construed to be a waiver of that right or remedy or of any default by the Mortgagor. The Mortgagee may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

(d) Mortgagor will pay all of the Mortgagee's expenses incurred in any efforts to enforce any terms of this Mortgage, whether or not any lawsuit is filed, including but not limited to reasonable legal fees and disbursements, foreclosure costs and title charges.

30. Purchase by Mortgagee. Upon any foreclosure sale or upon a sale or sales of all or any portion of the Premises under the power herein granted, Mortgagee may bid for and purchase the Premises and shall be entitled to apply all or any part of the Indebtedness as a credit to the purchase price.

31. Application of Proceeds of Sale. In the event of any foreclosure sale or in the event of a sale or sales of all or any portion of the Premises under the power herein granted, the proceeds of any such sale shall be applied as follows:

(i) First, to payment of the costs and expenses of the sale, including but not limited to Mortgagee's fees, reasonable legal fees and disbursements, title charges and transfer taxes and payment of all expenses, liabilities and advances of the Mortgagee, together with interest at the rate provided under the Note on all advances made by the Mortgagee.

(ii) Second, to payment of all sums expended by the Mortgagee under the terms of this Mortgage and not yet repaid, together with interest on such sums at the rate provided under the Note.

(iii) Third, to payment of that portion of the Indebtedness evidenced by the Note;

(iv) Fourth, to payment of any and all other Indebtedness and obligations of the Mortgagor secured by this Mortgage in any order that the Mortgagee chooses.

(v) Fifth, the remainder, if any, to the person or persons appearing of record to be the owner of the Premises.

32. Mortgagor as Tenant Holding Over. In the event of any foreclosure sale, or in the event of a sale or sales of all or any portion of the Premises under the power herein granted, Mortgagor shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

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

34. Remedies Cumulative; Waiver.

(a) Each of the rights of Mortgagee under this Mortgage or the Note and each and every other document or instrument now or hereafter evidencing or securing the Indebtedness, including, but not limited to, the Loan Documents, is separate and distinct from and cumulative to all other rights herein and therein granted, and no such right shall be in exclusion of any other.

(b) No delay or omission by Mortgagee or by any holder of the Note to exercise any right, power or remedy accruing upon any breach or Event of Default shall exhaust

or impair any such right, power or remedy or shall be construed to be a waiver of any such breach or Event of Default, or acquiescence therein, and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to, or of, any breach or Event of Default by Mortgagor in the performance of the obligations of Mortgagor hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies of Mortgagee hereunder.

(c) No act or omission by Mortgagee shall release, discharge, modify, change or otherwise affect the original liability under the Note, this Mortgage or any other obligation of Mortgagor or any subsequent purchaser of the Premises or any part thereof, or any guarantor, or preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any Event of Default then made or of any subsequent Event of Default, or alter the security title, security interest or lien of this Mortgage except as expressly provided in an instrument or instruments executed by Mortgagee. Without limiting the generality of the foregoing, Mortgagee may: (i) grant forbearance or an extension of time for the payment of all or any portion of the Indebtedness; (ii) take other or additional security for the payment of the Indebtedness, (iii) waive or fail to exercise any right granted hereunder or in the Note; (iv) release any part of the Premises from the security interest or lien of this Mortgage or otherwise change any of the terms, covenants, conditions or agreements of the Note or this Mortgage; (v) consent to the filing of any map, plat or replat affecting the Premises; (vi) consent to the granting of any easement or other right affecting the Premises; (vii) make or consent to any agreement subordinating the security title, security interest or lien hereof; or (viii) take or omit to take any action whatsoever with respect to the Note, this Mortgage, the Premises or any document or instrument evidencing, securing or in any way relating to the Indebtedness; all without releasing, discharging, modifying, changing or affecting any such liability or precluding Mortgagee from exercising any such right, power or privilege affecting the security title, security interest or lien of this Mortgage. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Premises, Mortgagee, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Premises or the Indebtedness, or with reference to any of the terms, covenants, conditions or agreements hereof as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing and/or discharging any liabilities, obligations or undertakings.

35. Assignment by Mortgagee. This Mortgage is assignable by Mortgagee, and any assignment of the same by Mortgagee shall operate to vest in such assignee the legal title to the Premises and all rights and powers herein conferred.

36. Construction. Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage, the Note and any and all other instruments now or hereafter evidencing or securing the Indebtedness, including, but not limited to, the Loan Documents. The pronouns used herein shall include the masculine, feminine

and neuter genders and the singular and plural forms where the context so requires. As used herein the terms "Mortgagor" and "Mortgagee" shall include the named Mortgagor and the named Mortgagee and their respective legal representatives, heirs, successors-in-title and permitted assigns. All references to "Mortgagor" shall be deemed to refer equally to each of the undersigned individuals, all of whom shall be jointly and severally liable for all of the obligations hereunder.

37. Defeasance. If (i) Mortgagor shall pay in full and discharge all the Indebtedness; and (ii) the Mortgagor shall then have kept and performed each and every obligation, covenant, duty, condition and agreement herein, or any other Loan Document imposed on or agreed to by Mortgagor, then this Mortgage and the grants and conveyances contained herein shall become null and void, and the Premises shall revert to the Mortgagor, and the entire estate, right, title and interest of the Mortgagee shall thereupon cease; and the Mortgagee shall, upon the request of the Mortgagor and at Mortgagor's cost and expense, deliver to the Mortgagor proper instruments acknowledging satisfaction of this instrument and terminating all financing statements filed in connection herewith; otherwise, this Mortgage shall remain in full force and effect. Notwithstanding anything to the contrary contained in this Section 37 or elsewhere in this Mortgage, it is expressly understood and agreed that, although there may be from time to time occasions when no Indebtedness shall be outstanding, this Mortgage and the lien thereof and security interests created thereby shall nevertheless remain in full force and effect, and none of the estate, right, title and interest of the Mortgagee passing by this Mortgage shall divest nor shall the Premises revert to the Mortgagor, so long as the Mortgagee has any obligation to advance funds (including without limitation advances, obligations or value relating to future advances, open-end, revolving or other lines of credit or letters of credit) under the Note, or any of the Loan Documents, or any Indebtedness are outstanding.

38. Waiver of Appraisement, Valuation, Etc. Mortgagor agrees, to the full extent permitted by law, that in the case of an Event of Default hereunder, neither Mortgagor nor any one claiming through or under Mortgagor will set up, claim or seek to take advantage of any moratorium, reinstatement, forbearance, appraisement, valuation, stay, extension, exemption or redemption laws now or hereafter enforced, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, of the absolute sale of the Premises, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Mortgagor, for itself and all who may at any time claim through or under it, hereby assigns to Mortgagee and waives (to the full extent that it may lawfully do so) the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Mortgage marshalled upon any foreclosure or sale under the power herein granted.

39. Waiver of Homestead. Mortgagor hereby waives and renounces all homestead and exemption rights provided for by the Constitution and laws of the United States and of any state, in the Premises against the collection of the Indebtedness, or any part thereof.

40. Invalid Provisions. If any provision of this Mortgage or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid or unenforceable, the validity and enforceability of the remainder of this Mortgage, and of the

application of any such provision, paragraph, sentence, clause, phrase or word in other circum-stances, shall not be affected thereby, it being intended that all rights, powers and privileges of Mortgagee hereunder shall be enforceable to the fullest extent permitted by law.

41. Notice. Any and all notices, elections or demands permitted or required to be made under this Mortgage or the Note shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, or sent by registered or certified mail, to the other party at the address set forth below, or at such other address as may be supplied in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of giving of such notice, election or demand. For the purpose of this Mortgage and the Note:

The address of Mortgagor is: Pinelawn Gardens, LLC
1502 County Park Road
Scottsboro, AL 35769

The address of Mortgagee is: Oakworth Capital Bank
2100A Southbridge Parkway, Suite 445
Birmingham, Alabama 35209

or such other address as any party hereto may give the other pursuant to the provisions hereof.

42. Limit of Validity. If from any circumstance whatever fulfillment of any provision of this Mortgage or the Note, at the time performance of such provision shall be due, shall involve transcending the limit of validity then prescribed by any applicable usury statute or any other law, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity and, in the event of such reduction, the unpaid balance of the principal sum of the Indebtedness, together with all accrued interest thereon, and any other sums advanced hereunder or under the Note by the Mortgagee, shall, at the option of the Mortgagee, notice of exercise of said option being hereby waived, forthwith become due and payable, without any notice or demand whatsoever. In no event shall Mortgagor, or its assigns, legal representatives, or successors, be bound to pay for the use, forbearance or detention of the money loaned and secured hereby, interest of more than the legal limit, the right to demand any such excess being expressly waived by Mortgagee. The provisions of this paragraph shall control every other provision of this Mortgage and the Note.

43. Headings. The headings of the paragraphs of this Mortgage are for the convenience of reference only, are not to be considered as part hereof and shall not limit or otherwise affect any of the terms hereof.

44. No Oral Change. This Mortgage may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of the change or termination is sought.

45. Hazardous Substances. Mortgagor (a) has no actual knowledge (i) of the permanent placement, burial or disposal of any Hazardous Substances (as hereinafter defined) on the Premises; (ii) of any spills, releases, discharges, leaks or disposal of Hazardous Substances that have occurred or are presently occurring on, under, or onto the Premises; or (iii) of any spills, releases, discharges, leaks or disposal of Hazardous Substances that have occurred or are occurring off of the Premises as a result of Mortgagor's improvement, operation or use of the Premises which would result in noncompliance with any of the Environmental Laws (as hereinafter defined); (b) to the best of Mortgagor's knowledge, is and has been in compliance with all applicable Environmental Laws; (c) knows of no pending or threatened environmental civil, criminal or administrative proceedings against Mortgagor relating to Hazardous Substances; (d) to the best of Mortgagor's knowledge, knows of no facts or circumstances that would give rise to any future civil, criminal or administrative proceeding against Mortgagor relating to Hazardous Substances; and (e) will not permit any of its employees, agents, contractors, subcontractors, or any other person occupying or present on the Premises to generate, manufacture, store, dispose or release on, about or under the Premises any Hazardous Substances which would result in noncompliance with the Environmental Laws. As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes, materials, compounds, pollutants and contaminants (including, without limitation, asbestos, polychlorinated biphenyls, and petroleum products) which are included under or regulated by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et seq. and the Clean Air Act, 42 U.S.C. Sec. 7401, et seq. and any other federal, state or local statute ordinance, law, code, rule, regulation or order regulating or imposing liability or standards of conduct regarding Hazardous Substances (the "Environmental Laws"), but does not include such substances as are permanently incorporated into a structure or any part thereof in such a way as to preclude their subsequent release into the environment, or the permanent or temporary storage or disposal of household hazardous substances, which are thereby exempt from or do not give rise to any violation of the aforementioned Environmental Laws.

46. Security Agreement Under UCC. This Mortgage shall also constitute a "security agreement" as that term is defined in the Uniform Commercial Code as enacted in the State of Alabama (sometimes hereinafter referred to as the "U.C.C.") with respect to the Equipment and Contracts, and/or any part thereof, and creates a security interest in Mortgagee in the Equipment and Contracts. Upon request by Mortgagee, at any time and from time to time, a financing statement or statements shall be executed by Mortgagee and Mortgagor and filed in the manner required to perfect said security interests under the U.C.C. Compliance with U.C.C. requirements relating to personal property shall not be construed as altering in any way the rights of Mortgagee as determined by this instrument under any other statutes or laws of the State of Alabama, but is declared to be solely for the protection of Mortgagee in the event that such

compliance is at any time held to be necessary to preserve the priority of Mortgagee's security interests in the Equipment and Contracts against any other claims.

47. Reappraisal Provisions. Notwithstanding any term or provision hereof to the contrary, if at any time or for any reason the Mortgagee in its reasonable discretion determines that the value of the Land may have declined or be less than Mortgagee previously anticipated, within thirty (30) days from Mortgagee's written request to Mortgagor thereof, Mortgagor shall provide to Mortgagee, at Mortgagor's sole cost and expense, a current appraisal of land to be ordered by the Mortgagee from an appraiser designated by Mortgagee and in a form and content required by Mortgagee. Mortgagor shall cooperate fully with any such appraiser and provide all such document information as such appraiser may request in connection with such appraiser's performance and preparation of such appraisal. Mortgagor's failure to promptly and fully comply with Mortgagee's requirements under this Section 47 shall without further notice constitute an Event of Default under this Mortgage and the Loan Documents.

48. Applicable Law and Jurisdiction. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama. Mortgagor agrees that, at the option of Mortgagee, the United States District Court for the district in which the Land is located or any court of competent jurisdiction of the state in which any part of the Land is located shall have jurisdiction in any action, suit or other proceeding arising out of or relating to any act taken or omitted hereunder or the enforcement of the Note and this Mortgage and Mortgagor shall not assert in any such action, suit or other proceeding that it is not personally subject to the jurisdiction of the courts described above, that the action, suit or other proceeding is brought in an inconvenient forum or that the venue of the action, suit or proceeding is improper. In addition to and without limiting the generality of the foregoing, Mortgagor irrevocably and unconditionally submits to the non-exclusive jurisdiction of any court of competent jurisdiction of the state in which the Land is located and any United States District Court for the district in which any part of the Land is located, and Mortgagor irrevocably and unconditionally agrees that any process or notice of motion or other application to any of said courts may be served upon Mortgagor in the manner prescribed in this Mortgage for the giving of notices or by personal notice or other service as allowed by law. Mortgagor further agrees to comply with all requirements necessary to give such courts in personam jurisdiction.

49. Entity Existence. So long as the Premises shall be owned or held by a corporation, limited partnership, limited liability company, or other business entity, such corporation, limited partnership, limited liability company or other business entity shall at all times maintain its existence and shall be fully authorized to do business in the State of Alabama and shall maintain in the State of Alabama a duly authorized registered agent for the service of process. Failure to comply with such obligations shall be a default under this Mortgage.


50. Mortgagee's Liability. No action shall be commenced by Mortgagor for any claim against Mortgagee under the terms of this Mortgage or the Note unless notice thereof, specifically setting forth the claim of Mortgagor, shall have been given to Mortgagee within sixty (60) days after Mortgagor shall have first become aware of the act, omission or event which allegedly gave rise to such claim, and failure to give such notice shall constitute a waiver of any such claim.

51. Property Tax Reporting. Upon request by Mortgagee, Mortgagor will furnish to Mortgagee a copy of the paid property tax receipts on the Land.

52. Future Advances. It is expressly understood that this Mortgage is intended to and does secure not only the Loan, but also future advances and any and all other Indebtedness, obligations and liabilities, direct or contingent, of the Mortgagor to the Mortgagee, whether now existing or hereafter arising, and any and all extensions, renewals, modifications and refinancings of same, or any part thereof, existing at any time before actual cancellation of this instrument on the probate records of the county or counties where the Premises is located, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise. The Note may provide for revolving or open-end loans and advances, all of which shall be secured by this Mortgage.

53. Acknowledgment by Mortgagor. **MORTGAGOR HEREBY DECLARES THAT MORTGAGOR HAS READ THIS MORTGAGE, HAS RECEIVED A TRUE, CORRECT AND COMPLETE COPY OF THIS MORTGAGE AND HAS EXECUTED AND DELIVERED THIS MORTGAGE AS OF THE DATE AT THE TOP OF THE FIRST PAGE HEREOF.**

[EXECUTION BEGINS NEXT PAGE]


20160517000168130 20/22 \$1577.00
Shelby Cnty Judge of Probate, AL
05/17/2016 01:00:18 PM FILED/CERT

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the day and year first above written.

Pinelawn Gardens, LLC,
an Alabama limited liability company

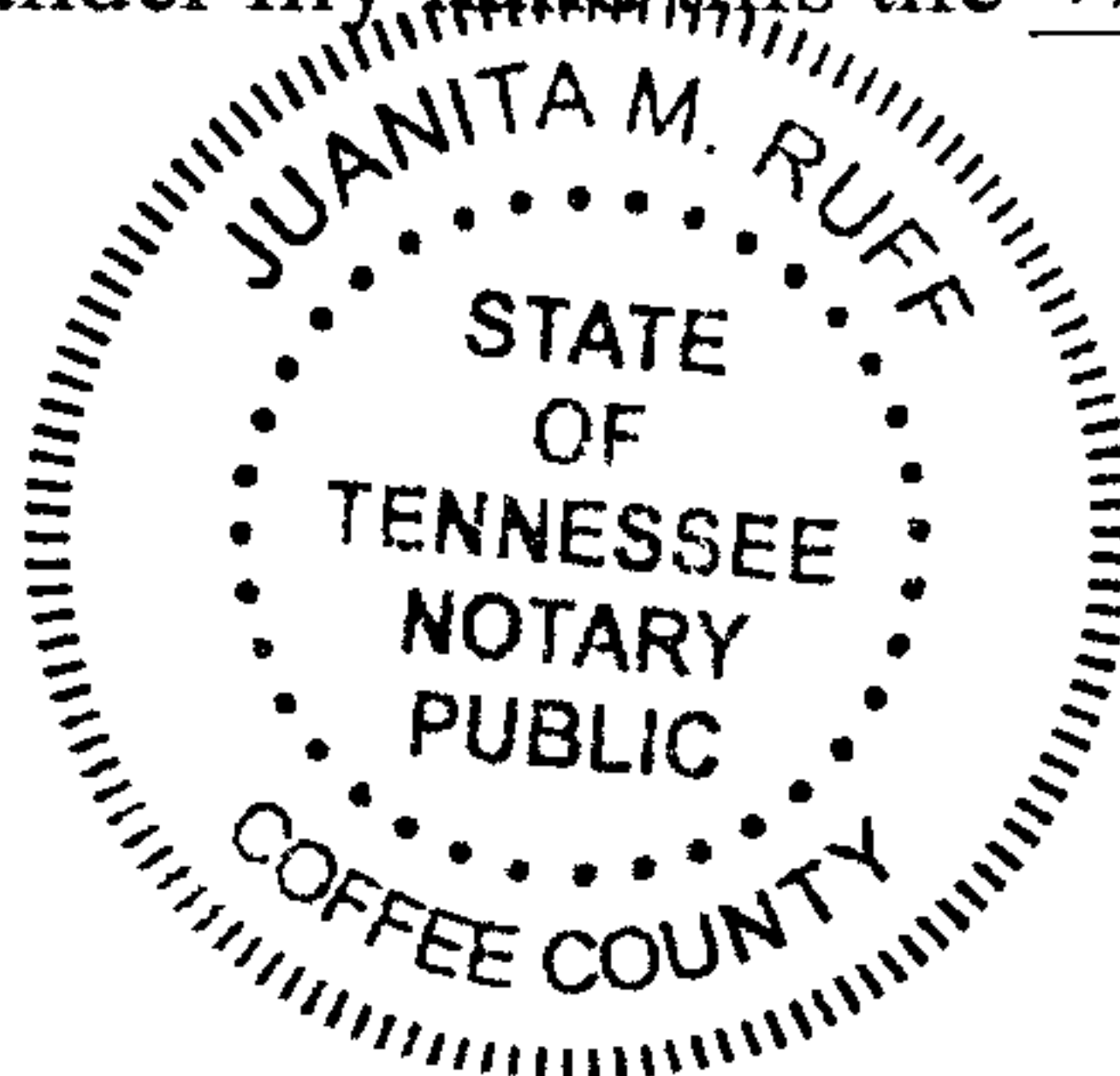
By: *Jeffrey M. Gamble*
Print Name: Jeffrey M. Gamble
Its: Sole Member

STATE OF TENNESSEE)
COUNTY OF Co. New)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jeffrey Gamble, whose name as Sole Member of Pinelawn Gardens, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said entity on the date of this notary acknowledgement.

Given under my hand this the 4th day of May, 2016.

(SEAL)



Juanita M. Ruff
Notary Public
My commission expires: 11-16-19

This instrument was prepared by:
J. Ladd Davis
Rushton, Stakely, Johnston & Garrett, P.A.
Post Office Box 270
Montgomery, Alabama 36101-0270
(334) 206-3100
File No. 9910-0001



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Shelby Cnty Judge of Probate, AL
05/17/2016 01:00:18 PM FILED/CERT

EXHIBIT "A"
TO MORTGAGE AND SECURITY AGREEMENT

A parcel of land situated in the West 1/2 of the Southwest 1/4 of Section 25, Township 21 South, Range 1 West and in the Southeast 1/4 of the Southeast 1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 25, Township 21 South, Range 1 West and run in a Westerly direction along the North line of the Northwest 1/4 of the Southeast 1/4 then along the North line of the Northeast 1/4 of the Southwest 1/4 and then along the North line of the Northwest 1/4 of the Southwest 1/4 of said section a distance of 3341.36 feet, more or less, to the point of intersection of the North line of the Northwest 1/4 of the Southwest 1/4 of said Section and the West line of Briarwood Subdivision, First Sector, as recorded in Map Book 5 ,Page 23, in the Office of the Judge of Probate of Shelby County, Alabama; thence 88 degrees 49 minutes 30 seconds to the left in a Southerly direction along the West line of the said Briarwood subdivision and along the East line of the Government Housing Project, and along the East line of the Columbiana Cemetery a distance of 1095.82 feet to a point; thence 89 degrees 15 minutes 36 seconds to the right in a Westerly direction a distance of 880.31 feet to a point on the Northeasterly right of way line of Shelby County Road No. 47; thence 97 degrees 29 minutes 28 seconds to the left in a Southeasterly direction along the Northeasterly right of way line of said County Road a distance of 91.85 feet to the P.C. (point of curve) of a curve to the left having a radius of 5694.58 feet and a central angle of 2 degrees 52 minutes 32 seconds; thence in a Southeasterly direction along the Northeasterly right of way line of said County Road and along the arc of said curve 285.80 feet to the point of beginning, said point being the point of intersection of the Southeasterly right of way line of Pitts Drive and the Northeasterly right of way line of County Road No. 47, also being on a curve to the left having a radius of 5694.58 feet and a central angle of 2 degrees 15 minutes 28 seconds; thence in a Southeasterly direction along the Northeasterly right of way line of said County road and along the arc of said curve a distance of 224.40 feet to the P.T. (point of tangent) of said curve; thence 90 degrees 00 minutes to the right (angle measured to tangent) in a Southwesterly direction a distance of 5.00 feet to a point; thence 90 degrees 00 minutes to the left in a Southeasterly direction along the Northeasterly right of way line of said County Road a distance of 75.50 feet to the P.C. (point of curve) of a curve to the left having a radius of 2261.83 feet and a central angle of 5 degrees 39 minutes 31 seconds; thence in a Southeasterly direction along the Northeasterly right of way line of said County Road and along the arc of said curve 223.38 feet to a point; thence 66 degrees 14 minutes 43 seconds to the left in an Easterly direction 38.97 feet to a point; thence 4 degrees 57 minutes 51 seconds, to the left in an Easterly direction a distance of 672.62 feet to a point; thence 90 degrees 00 minutes 15 seconds to the left in a Northerly direction a distance of 706.04 feet to a point on the Southeasterly right of way line of Bolton Lane, said point being on a curve to the left having a radius of 1879.86 feet and a central angle of 7 degrees 43 minutes 18 seconds; thence 95 degrees 59 minutes 06 seconds to the left in a Southwesterly direction along the Southeasterly right of way line of said Bolton lane and along the arc of said curve a distance of 253.35 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along the Southeasterly right of way line of Bolton Lane a distance of 45.16 feet to the point of intersection with the Southeasterly right of way line of Pitts Drive, said point being on a curve to the right having a radius of 612.96 feet and a central angle of 10 degrees 39 minutes 46 seconds; thence in a Southwesterly direction along the Southeasterly right of way line of Pitts Drive and along the arc of said curve a distance of 114.07 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along the Southeasterly right of way line of Pitts Drive a distance of 442.80 feet to the point of beginning.

Situated in Shelby County, Alabama.

The proceeds of the loan evidenced by the Note have been applied to the purchase price of the above-described property; therefore, THIS IS A PURCHASE MONEY MORTGAGE.



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Shelby Cnty Judge of Probate, AL
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