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THIS INSTRUMENT WAS PREPARED BY:

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SOURCE OF TITLE:

Deed Book _____, Page INSTA 20160602000188590
Probate Office of Shelby County, Alabama

**THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING
IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502(c), CODE OF ALABAMA (1975)**

STATE OF ALABAMA)
SHELBY COUNTY)

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

This Mortgage, Security Agreement and Fixture Filing (this "Mortgage") is executed as of May 26, 2016, by **THE MOUNTAIN LODGE BAL, LLC**, a Georgia limited liability company (the "Mortgagor"), whose address for notice hereunder is 5429 Highway 280 East, Birmingham, AL 35242, for the benefit of **QUANTUM NATIONAL BANK** ("Mortgagee"), whose address for notice is 505 Peachtree Industrial Blvd., Suwanee, Georgia 30024.

**ARTICLE 1
DEFINITIONS**

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings:

"Indebtedness": The sum of all (1) principal, interest and other amounts due under or secured by the Loan Documents, (2) principal, interest and other amounts which may hereafter be loaned by Mortgagee, its successors or assigns, to or for the benefit of the owner of the Mortgaged Property, when evidenced by a promissory note or other instrument which, by its terms, is secured hereby, and (3) all other indebtedness, obligations and liabilities now or hereafter existing of any kind of Mortgagor to Mortgagee.

"Loan Documents": The (1) Loan Agreement dated May 24, 2016 between Mortgagor and Mortgagee (hereinafter defined) (the "Loan Agreement"), (2) Note dated May 26, 2016, executed by Mortgagor payable to the order of Mortgagee, in the stated principal amount of Two Million One Hundred Thousand and no/100 Dollars (\$2,100,000.00) (said Promissory Note being hereinafter referred to as the "Note"), with a maturity date of May 24, 2016 (3) this Mortgage, (4) all other documents now or hereafter executed by Mortgagor or any other person or entity to evidence or secure the payment of the Indebtedness or the performance of the Obligations and (5) all modifications, restatements, extensions, renewals and replacements of the foregoing.

"Mortgaged Property": (1) the real property described in Exhibit A, together with any greater estate therein as hereafter may be acquired by Mortgagor (the "Land"), (2) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "Improvements"), (3) all right, title and interest of Mortgagor in and to all equipment now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the operation of the Mortgaged Property, including, without limitation, equipment, machinery, rights of Mortgagor under leases of Fixtures or other personal property or equipment, 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 authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees,

utility deposits, commitment fees and development costs (the "Personalty"), (4) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in

or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures"), (5) all reserves, escrows or impounds required under the Loan Agreement, if any, and all deposit accounts maintained by Mortgagor with respect to the Mortgaged Property, if any, (6) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "Plans"), (7) all leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "Leases"), (8) all of the rents, revenues, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases other than Mortgagor for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the "Rents"), (9) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "Property Agreements"), (10) any contracts of sale and purchase agreements respecting the Mortgaged Property, any contracts for deed and any notes and mortgages executed and delivered to Mortgagor in connection with any contracts for deed or otherwise, and any other contracts entered into by Mortgagor respecting or relating in any manner to the Mortgaged Property, together with all income and profits due or to become due under any contracts of sale and purchase agreements respecting the sale of the Mortgaged Property now existing or hereafter obtained by or on behalf of Mortgagor, (11) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, (12) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (13) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor, (14) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property, and (15) all of Mortgagor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty. As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

"Obligations": All of the agreements, covenants, conditions, warranties, representations and other obligations (other than to repay the Indebtedness) made or undertaken by Mortgagor or any other person or entity to Mortgagee or others as set forth in the Loan Documents.

"Permitted Encumbrances": The outstanding liens, easements, restrictions, security interests and other exceptions to title set forth in the policy of title insurance insuring the lien of this Mortgage, together with the liens and security interests in favor of Mortgagee created by the Loan Documents.

"UCC": The Uniform Commercial Code of the State of Alabama or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than Alabama, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

ARTICLE 2

GRANT

Section 2.1 **Grant.** To secure the full and timely payment of the Indebtedness and the full and timely performance of the Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, SELLS, WARRANTS, CONVEYS, ALIENS, REMISES, RELEASES, ASSIGNS, SETS OVER and CONFIRMS, to Mortgagee the Mortgaged Property TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee.

ARTICLE 3

WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

Section 3.1 **Title to Mortgaged Property and Lien of this Instrument.** Mortgagor owns the Mortgaged Property free and clear of any liens, claims or interests, except the Permitted Encumbrances. This Mortgage creates valid, enforceable first priority liens and security interests against the Mortgaged Property. Mortgagor will preserve such title, and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever, subject to the Permitted Encumbrances.



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Section 3.2 First Lien Status. Mortgagor shall preserve and protect the first lien and security interest status of this Mortgage and the other Loan Documents. If any lien or security interest is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or, in Mortgagee's discretion, provide a bond or other security satisfactory to Beneficiary for the payment of such claim.

Section 3.3 Payment and Performance. Mortgagor shall pay the Indebtedness when due under the Loan Documents and shall perform the Obligations in full when they are required to be performed.

Section 3.4 Replacement of Fixtures and Personalty. Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is obsolete and is replaced by an article of equal or better suitability and value, owned by Mortgagor subject to the liens and security interests of this Mortgage and the other Loan Documents, and free and clear of any other lien or security interest except such as may be first approved in writing by Mortgagee.

Section 3.5 Maintenance of Rights of Way, Easements and Licenses. Mortgagor shall maintain all rights of way, easements, grants, privileges, licenses, certificates, permits, entitlements and franchises necessary for the use of the Mortgaged Property and will not, without the prior consent of Mortgagee, consent to any public restriction (including any zoning ordinance) or private restriction as to the use of the Mortgaged Property. Mortgagor shall comply with all restrictive covenants affecting the Mortgaged Property, and all zoning ordinances and other public or private restrictions as to the use of the Mortgaged Property.

Section 3.6 Inspection. Mortgagor shall permit Mortgagee, and Mortgagee's agents, representatives and employees, upon reasonable prior notice to Mortgagor, 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 3.7 Other Covenants. All of the covenants in the Loan Agreement are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the land. Mortgagor hereby covenants that: (a) it shall not sell, transfer, convey, pledge, mortgage or assign any part or all of the Mortgaged Property, or any interest therein, or of any interest in Mortgagor, without Mortgagee's written consent (b) it shall pay monthly payments toward the annual taxes to Mortgagee into escrow per the Loan Agreement of even date between the parties and shall pay when due the balance on all taxes on the Mortgaged Property or assessed against Mortgagee with respect to the Loan, (except income taxes assessed against Mortgagee (c) Mortgagee shall have the right to inspect the Mortgaged Property, (d) Mortgagor shall keep the Mortgaged Property insured as Mortgagee may require, (e) it shall comply with all legal requirements (including environmental laws), maintain the Mortgaged Property in good condition, and promptly repair any damage or casualty, (f) it shall not modify or take other actions with respect to Leases without Mortgagee's written consent, and (g) shall pay all insurance premiums when due and maintain all hazard insurance on building and improvements in accordance with Loan Agreement.

Section 3.8 Condemnation Awards and Insurance Proceeds.

(a) Condemnation Awards. Mortgagor assigns all awards and compensation for any condemnation or other taking, or any purchase in lieu thereof, to Mortgagee and authorizes Mortgagee to collect and receive such awards and compensation and to give proper receipts and acquittances therefor.

(b) Insurance Proceeds. Mortgagor assigns to Mortgagee all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. Mortgagor authorizes Mortgagee to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly.

Section 3.9 After Acquired Property. All right, title, and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutions, and replacements of, and all additions and appurtenances to the Mortgaged Property, hereafter acquired by, or conveyed to, Mortgagor or constructed, assembled, or placed by Mortgagor upon the Land, and all conversions of the security constituted thereby, immediately upon such acquisition, conveyance, construction, assembling, placement, or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment, or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described in the granting clause of this Mortgage, but at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances, or assignments thereof, as Mortgagee may require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

ARTICLE 4 DEFAULT AND FORECLOSURE

Section 4.1 Remedies. Mortgagor's failure to pay the Note or any part thereof in accordance with the terms of the Note or failure to pay any other part of the Indebtedness or other obligation or comply with any covenant under any Loan Documents, including this Mortgage shall be an Event of Default. In addition, the sale, transfer, conveyance, pledge, mortgage or assignment of any part or all of the Mortgaged Property, or any interest therein, or of any interest in Mortgagor, without the written consent of the Mortgagee shall be an Event of Default. In the Event of Default, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto. If Mortgagor remains in possession of the Mortgaged Property after an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 4.7.

(d) Foreclosure and Sale. Declare the Indebtedness to be immediately due and payable without further demand, and may either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy 1) to enforce payment of the Note; 2) to foreclose this Mortgage judicially or non-judicially by the power of sale granted herein; 3) to enforce or exercise any right under any Loan Document; and 4) to pursue any one (1) or more other remedies provided in this Mortgage or in any other Loan Document or otherwise afforded by applicable law. Each right and remedy provided in this Mortgage or any other Loan Document is distinct from all other rights or remedies under this Mortgage or any other Loan Document or otherwise afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently or successively, in any order.

Mortgagor acknowledges that the power of sale granted in this Mortgage may be exercised or directed by Mortgagee without prior judicial hearing. In the event Mortgagee invokes the power of sale:

Mortgagee shall mail a copy of a notice of sale to Mortgagor in the manner provided in Section 7.1. Whether or not possession of the Mortgaged Property is taken, Mortgagee may sell the Mortgaged Property or any part thereof pursuant to the power of sale which is hereby given to Mortgagee, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the Mortgaged Property to be sold is located, either in person or by auctioneer, after first giving notice by publication once a week for three (3) successive weeks of the time, place and terms of such sale, together with a description of the property to be sold, in some newspaper published in said county. If there is property to be sold in more than one (1) county, publication shall be made in all counties where the land to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three (3) successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated in the notice for the exercise of the power of sale hereunder. Mortgagee may postpone sale of all or any part of the Mortgaged Property by public announcement at the time and place of any previously scheduled sale and by re-publication in the same manner provided above of notice announcing the new sale date. Mortgagee may bid at any sale held under this Mortgage and may purchase the Mortgaged Property, or any part thereof, if Mortgagee is the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money;

Except as set forth above, Mortgagee shall have the authority to determine the terms of the sale, subject to applicable law. Mortgagor hereby waives any requirements of a separate sale, and all or any part of the Mortgaged Property may be offered for sale, at one (1) or more sales, in lots or in parcels or "in masse" and in such order as Mortgagee may determine;

Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed or such other appropriate conveyance document to the Mortgaged Property so purchased conveying the



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Mortgaged Property so sold without any covenant or warranty, express or implied, and shall deliver the same to said purchaser within a reasonable time after the sale. The recitals in such deed or document shall be prima facie evidence of the truth of the statements made in those recitals; and the outstanding principal amount of the Note and the other Indebtedness, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. If the Mortgaged Property is sold for an amount less than the amount outstanding under the Indebtedness, the deficiency shall be determined by the purchase price at the sale or sales. Mortgagor waives all rights, claims, and defenses with respect to Mortgagee's ability to obtain a deficiency judgment.

Mortgagor acknowledges and agrees that the proceeds of any sale shall be applied as determined by Mortgagee unless otherwise required by applicable law.

In connection with the exercise of Mortgagee's rights and remedies under this Security Instrument and any other Loan Document, there shall be allowed and included as Indebtedness: a) all expenditures and expenses authorized by applicable law and all other expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable legal fees, appraisal fees, outlays for documentary and expert evidence, stenographic charges and publication costs; b) all expenses of any environmental site assessments, environmental audits, environmental remediation costs, appraisals, surveys, engineering studies, wetlands delineations, flood plain studies, and any other similar testing or investigation deemed necessary or advisable by Mortgagee incurred in preparation for, contemplation of or in connection with the exercise of Mortgagee's rights and remedies under the Loan Documents; and c) costs (which may be reasonably estimated as to items to be expended in connection with the exercise of Mortgagee's rights and remedies under the Loan Documents) of procuring all abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute any suit or to evidence the true conditions of the title to or the value of the Mortgaged Property to bidders at any sale which may be held in connection with the exercise of Mortgagee's rights and remedies under the Loan Documents. All expenditures and expenses of the nature mentioned in this Section, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property and rents and income therefrom and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note, the other Loan Documents, or the Mortgaged Property, including bankruptcy proceedings, any Foreclosure Event, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness and shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate until paid.

Any action taken by Mortgagee pursuant to the provisions of this Section shall comply with the laws of the state in which the Property is located. Such applicable laws shall take precedence over the provisions of this Section, but shall not invalidate or render unenforceable any other provision of any Loan Document that can be construed in a manner consistent with any applicable law. If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession), or a receiver appointed pursuant to the provisions of this Mortgage any powers, rights or remedies prior to, upon, during the continuance of or following an Event of Default that are more limited than the powers, rights, or remedies that would otherwise be vested in such party under any applicable law in the absence of said provision, such party shall be vested with the powers, rights, and remedies granted in such applicable law to the full extent permitted by law.

Waiver of Statute of Limitations and Marshaling.

Mortgagor hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce any Loan Document. Notwithstanding the existence of any other security interests in the Mortgaged Property held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided in this Mortgage and/or any other Loan Document or by applicable law. Mortgagee shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Mortgagor, for itself and all who may claim by, through or under it, and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this Mortgage .

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 4.7.

(f) Other. 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



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the Loan Documents, or an action for a deficiency judgment, or a judgment on the Note either before, during or after any proceeding to enforce this Mortgage).

Section 4.2 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion, may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive. Mortgagee shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Note and the other Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4.4 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by the Loan Documents or their stature as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

Section 4.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Mortgagee's election to exercise or its actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 4.6 Discontinuance of Proceedings. If Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

Section 4.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:

(a) to the payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation (1) receiver's fees and expenses, (2) court costs, (3) reasonable attorneys' and accountants' fees and expenses, (4) costs of advertisement, and (5) the payment of all ground rent, real estate taxes and assessments, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold;

(b) to the payment of all amounts (including interest), other than the unpaid principal balance of the Note and accrued but unpaid interest, which may be due to Mortgagee under the Loan Documents;

(c) to the payment of the Indebtedness and performance of the Obligations in such manner and order of preference as Mortgagee in its sole discretion may determine; and

(d) the balance, if any, to the payment of the persons legally entitled thereto.



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Section 4.8 Occupancy After Foreclosure.

(a) The purchaser at any foreclosure sale pursuant to Section 4.1(d) shall become the legal owner of the Mortgaged Property.

(b) Mortgagee is authorized to foreclose this Mortgage subject to the rights of any purchasers or tenants, if any, of the Mortgaged Property or may elect, subject to the terms of any non-disturbance agreements with any tenants, which purchasers or tenants Mortgagee desires to name as parties defendant in such foreclosure and the failure to make any such purchasers or tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

Section 4.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) If any Event of Default exists, Mortgagee shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee under this Section 4.9, or otherwise under this Mortgage or any of the other Loan Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the interest rate or default rate (whichever is applicable) set forth in the Note, and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) Mortgagor 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 Indebtedness 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.

Section 4.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, the security interests under Article 6, 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.

**ARTICLE 5
ASSIGNMENT OF RENTS AND LEASES**

Section 5.1 Assignment. Mortgagor acknowledges and confirms that it has executed and delivered to Mortgagee an Assignment of Rents and Leases of even date (the "Assignment of Rents and Leases"), intending that such instrument create a present, absolute assignment to Mortgagee of the Leases and Rents. Without limiting the intended benefits or the remedies provided under the Assignment of Rents and Leases, Mortgagor hereby assigns to Mortgagee, as further security for the Indebtedness and the Obligations, the Leases and Rents. While any Event of Default exists, Mortgagee shall be entitled to exercise any or all of the remedies provided in the Assignment of Rents and Leases and in Article 4 hereof, including the right to have a receiver appointed. If any conflict or inconsistency exists between the assignment of the Rents and the Leases in this Mortgage and the absolute assignment of the Rents and the Leases in the Assignment of Rents and Leases, the terms of the Assignment of Rents and Leases shall control.

Section 5.2 No Merger of Estates. So long as any part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any lessee or any third party by purchase or otherwise.

**ARTICLE 6
SECURITY AGREEMENT**

Section 6.1 Security Interest. This Mortgage constitutes a "Security Agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements. To this end, Mortgagor grants to Mortgagee, a first and prior security interest in the Personalty, Fixtures, Plans, Leases, Rents and Property Agreements and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property.



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Section 6.2 Financing Statements. Mortgagor shall execute and deliver to Mortgagee, in form and substance satisfactory to Mortgagee, such financing statements and such further assurances as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder and Mortgagee may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor's chief executive office is in the State of Alabama at the address set forth in the first paragraph of this Mortgage.

Section 6.3 Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Mortgagor) and Secured Party (Mortgagee) as set forth in the first paragraph of this Mortgage.

ARTICLE 7 MISCELLANEOUS

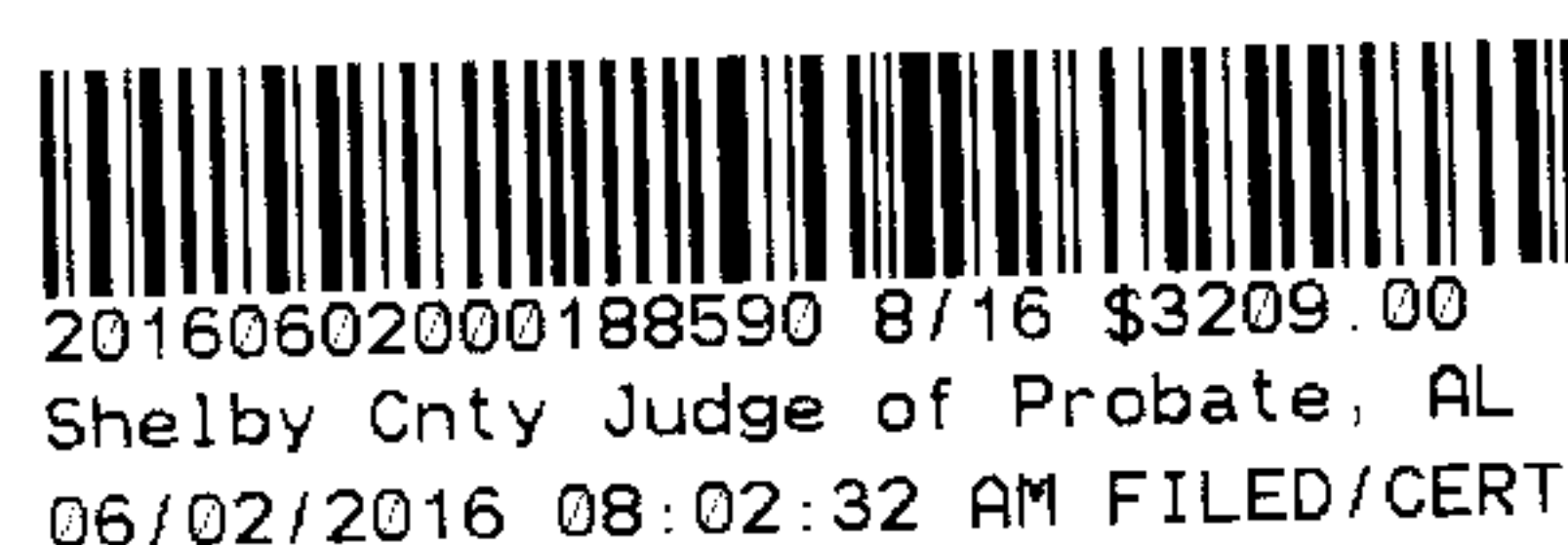
Section 7.1 Notices. Notice required or permitted to be given under this Mortgage shall be in writing and either shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by telecopy. All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended at its address set forth on the first page of this Mortgage. Any communication so addressed and mailed shall be deemed to be given on the earliest of (a) when actually delivered, (b) on the first Business Day (any day other than a Saturday, Sunday or federal holiday) after deposit with an overnight air courier service, or (c) on the third Business Day after deposit in the United States mail, postage prepaid, in each case to the address of the intended addressee, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, Mortgagee or Mortgagor, as the case may be. If given by telecopy, a notice shall be deemed given and received when the telecopy is transmitted to the party's telecopy number if one has been so provided in writing and confirmation of complete receipt is received by the transmitting party during normal business hours or on the next Business Day if not confirmed during normal business hours. Any party may designate a change of address by written notice to the other by giving at least ten (10) days prior written notice of such change of address.

Section 7.2 Covenants Running with the Land. All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property (without in any way implying that Mortgagee has or will consent to any such conveyance or transfer of the Mortgaged Property). All persons or entities who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Loan Agreement and the other Loan Documents; however, no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 7.3 Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Personalty, Fixtures, Plans and Property Agreements in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the collateral, and (d) while any Event of Default exists, to perform any obligation of Mortgagor hereunder; however: (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be included in the Indebtedness and shall bear interest at the Default Rate; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section.

Section 7.4 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

Section 7.5 No Waiver. Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.



Section 7.6 Subrogation. To the extent proceeds of the Note have been used to extinguish, extend or renew any indebtedness against the Mortgaged Property, then Mortgagee shall be subrogated to all of the rights, liens and interests existing against the Mortgaged Property and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Mortgagee.

Section 7.7 Loan Agreement. If any conflict or inconsistency exists between this Mortgage and the Loan Agreement, the Mortgage shall govern.

Section 7.8 Release. Upon payment in full of the Indebtedness and performance in full of the Obligations, Mortgagee, at Mortgagor's expense, shall release the liens and security interests created by this Mortgage.


Section 7.9 Waiver of Stay, Moratorium and Similar Rights. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisal, valuation, stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the indebtedness secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee.

Section 7.10 Obligations of Mortgagor, Joint and Several. If more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such persons or entities hereunder shall be joint and several.

Section 7.11 Governing Law. This Mortgage shall be governed by the laws of the State of Alabama.

Section 7.12 Headings. The Article, Section and Subsection titles 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 7.13 Entire Agreement. The terms set forth in Exhibit "B" attached hereto are made a part hereof, and this Mortgage together with and the other Loan Documents embody the entire agreement and understanding between Mortgagee and Mortgagor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.


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EXECUTED as of the date first above written.

THE MOUNTAIN LODGE BAL, LLC, a Georgia limited liability company

By:  (SEAL)
Harshvina Zaver, Manager

STATE OF ~~ALABAMA~~ Georgia
COUNTY OF Fulton

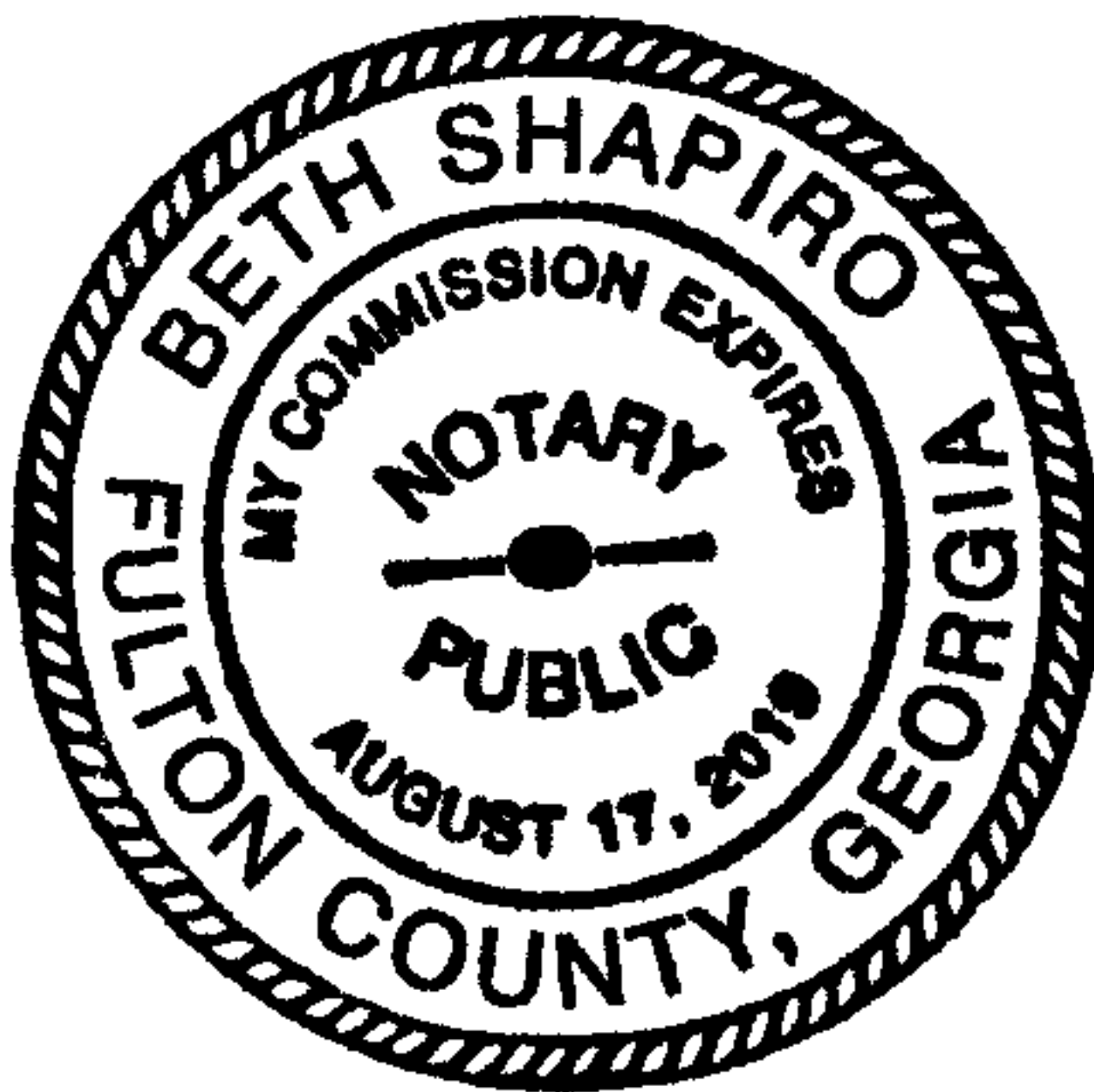
On May 25, 2016 before me, Beth Shapiro, personally appeared Harshvina Zaver, the Manager of THE MOUNTAIN LODGE BAL, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged before me on this date that being informed of the contents of the instrument, such person in such capacity and with full authority executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal.


Notary Public

My Commission expires: 8/17/19

(Seal of Notary)



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Exhibit A

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY ALABAMA; THENCE RUN NORTH 86 DEGREES 43 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION LINE FOR A DISTANCE OF 333.88 FEET; THENCE SOUTH 71 DEGREES 31 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 100.20 FEET; THENCE RUN SOUTH 23 DEGREES 59 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 260.63 FEET; THENCE RUN SOUTH 71 DEGREES 19 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 261.47 FEET; THENCE RUN SOUTH 23 DEGREES 55 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 14.31 FEET; THENCE RUN SOUTH 71 DEGREES 24 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 261.73 FEET TO A POINT; THENCE RUN 24 DEGREES 50 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 130.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 24 DEGREES 50 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 97.62 FEET; THENCE RUN SOUTH 26 DEGREES 37 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 226.72 FEET TO THE CENTERLINE OF A CREEK AS SHOWN ON USW SUBDIVISION AND IS RECORDED IN MAP BOOK 14, PAGE 80 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; THENCE RUN ALONG SAID CENTERLINE BY THE FOLLOWING DESCRIBED COURSES; THENCE RUN NORTH 35 DEGREES 50 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 64.67 FEET; THENCE RUN NORTH 10 DEGREES 27 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 13.24 FEET; THENCE RUN NORTH 64 DEGREES 39 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 10.39 FEET; THENCE RUN NORTH 63 DEGREES 17 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 10.75 FEET; THENCE RUN SOUTH 63 DEGREES 19 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 10.92 FEET; THENCE RUN NORTH 73 DEGREES 35 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 12.11 FEET; THENCE RUN NORTH 17 DEGREES 02 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 7.18 FEET; THENCE RUN NORTH 37 DEGREES 45 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 17.71 FEET; THENCE RUN NORTH 59 DEGREES 12 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 20.62 FEET; THENCE RUN NORTH 45 DEGREES 12 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 28.09 FEET; THENCE RUN NORTH 87 DEGREES 59 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 20.59 FEET; THENCE RUN NORTH 51 DEGREES 43 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 26.76 FEET; THENCE RUN NORTH 24 DEGREES 40 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 25.49 FEET; THENCE RUN NORTH 08 DEGREES 02 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 12.43 FEET; THENCE RUN NORTH 82 DEGREES 00 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 26.34 FEET; THENCE RUN NORTH 32 DEGREES 40 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 22.77 FEET; THENCE RUN NORTH 60 DEGREES 33 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 19.70 FEET; THENCE RUN SOUTH 78 DEGREES 46 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 12.33 FEET; THENCE RUN NORTH 44 DEGREES 56 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 20.92 FEET; THENCE RUN NORTH 88 DEGREES 15 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 11.94 FEET; THENCE RUN SOUTH 49 DEGREES 01 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 23.71 FEET; THENCE RUN SOUTH 41 DEGREES 29 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 29.53 FEET; THENCE RUN NORTH 59 DEGREES 21 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 16.97 FEET; THENCE RUN NORTH 54 DEGREES 34 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 30.16 FEET; THENCE RUN SOUTH 85 DEGREES 48 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 19.77 FEET; THENCE RUN NORTH 36 DEGREES 44 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 42.66 FEET; THENCE RUN NORTH 40 DEGREES 17 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 18.80 FEET; THENCE RUN NORTH 35 DEGREES 26 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 4.99 FEET AND THE END OF SAID CREEK CENTERLINE COURSE; THENCE RUN SOUTH 87 DEGREES 22 MINUTES 08



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SECONDS WEST FOR A DISTANCE OF 85.62 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO 280; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY FOR A DISTANCE OF 16.99 FEET (SAID HIGHWAY RIGHT-OF-WAY LINE BEING SITUATED ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 19 MINTUTES 51 SECONDS HAVING A RADIUS OF 2,944.79 FEET A CHORD OF 16.99 FEET AND A CHORD BEARING OF NORTH 21 DEGREES 36 MINTUES 19 SECONDS WEST; THENCE RUN NORTH 68 DEGREES 13 MINTUTES 44 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF COMMENCMENT OF A CURVE TO THE LEFT; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 116.72 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 50 DEGREES 45 MINTUES 00 SECONDS AND A RADIUS OF 131.77 FEET, A CHORD OF 112.94 FEET AND A CHORD BEARING OF NORTH 42 DEGREES 51 MINUTES 14 SECONDS EAST; THENCE RUN NORTH 17 DEGREES 28 MINTUTES 44 SECONDS EAST ALONG THE TANGENT IF EXTENDED FROM SAID CURVE FOR A DISTANCE OF 153.42 FEET TO THE POINT OF COMMENCMENT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A LENGTH OF 2.00 FEET, A CENTRAL ANGLE OF 00 DEGREES 34 MINUTES 43 SECONDS AND RADIUS OF 198.00 FEET AND A CHORD BEARING OF NORTH 17 DEGREES 46 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 2.00 FEET; THENCE RUN IN A SOUTHEASTERLY DIRECTION SOUTH 61 DEGREES 36 MINUTES 29 SECONDS EAST A DISTANCE OF 508.90 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAIN 3.17 ACRES.



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EASEMENT LEGAL


COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 86 DEGREES 43 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER-QUARTER FOR A DISTANCE OF 333.88 FEET; THENCE RUN SOUTH 71 DEGREES 31 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 100.20 FEET; THENCE RUN SOUTH 23 DEGREES 59 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 260.63 FEET TO A POINT; THENCE RUN SOUTH 71 DEGREES 19 MINUTES 30 SECONDS EAST A DISTANCE OF 261.47 FEET TO A POINT; THENCE RUN 23 DEGREES 55 MINUTES 20 SECONDS WEST A DISTANCE OF 14.31 FEET TO A POINT; THENCE 71 DEGREES 24 MINUTES 36 SECONDS EAST A DISTANCE OF 261.73 FEET TO A POINT; THENCE SOUTH 24 DEGREES 50 MINUTES 46 SECONDS WEST A DISTANCE OF 130.00 FEET TO A POINT; THENCE RUN SOUTH 61 DEGREES 36 MINUTES 29 SECONDS EAST A DISTANCE OF 492.37 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING RUN ALONG A CURVE TO THE LEFT A DISTANCE OF 0.42 FEET, SAID CURVE HAVING A RADIUS OF 183.00, A CHORD OF 0.42 FEET AND A CHORD BEARING OF SOUTH 16 DEGREES 43 MINUTES 43 SECONDS WEST; THENCE RUN SOUTH 17 DEGREES 28 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 153.42 FEET TO THE POINT OF COMMENCEMENT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 50 DEGREES, A RADIUS OF 146.77 FEET, A CHORD OF 125.79 AND A CHORD BEARING OF SOUTH 42 DEGREES 51 MINUTES 14 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 130.00 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 68 DEGREES 13 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 30.04 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280, SAID RIGHT OF WAY BEING SITUATED ON A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 00 DEGREES 35 MINUTES 01 SECONDS, A RADIUS OF 2944.79 FEET, A CHORD OF 30.00 FEET AND A CHORD BEARING OF NORTH 21 DEGREES 46 MINUTES 15 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE AND THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 FOR A DISTANCE OF 30.00 FEET; THENCE RUN NORTH 68 DEGREES 13 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.04 FEET TO THE POINT OF COMMENCEMENT OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 50 DEGREES 45 MINUTES, A RADIUS OF 116.77 FEET, A CHORD OF 100.08 FEET AND A CHORD BEARING OF NORTH 42 DEGREES 51 MINUTES 14 SECONDS EAST; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 103.43 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 17 DEGREES 28 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 153.42 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 16 DEGREES 10 MINUTES 47 SECONDS, A RADIUS OF 213.00 FEET, A CHORD OF 59.95 FEET AND A CHORD BEARING OF NORTH 25 DEGREES 45 MINUTES 08 SECONDS EAST; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 60.15 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 71 DEGREES 29 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 29.61 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT A DISTANCE OF 59.33 FEET, SAID CURVE HAVING A RADIUS OF 183.00, A CHORD OF 59.07



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FEET AND A CHORD BEARING OF SOUTH 26 DEGREES 04 MINUTES 59 SECONDS WEST TO
A POINT; SAID POINT BEING THE POINT OF BEGINNING.



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EXHIBIT B
SPECIAL STIPULATIONS

1. Authorization.

Grantor covenants and agrees that, if any time prior to the satisfaction of this mortgage, any of the improvements or the access thereto located on the property described herein becomes located in a Special Flood Hazard Area as designated by HUD, Grantor will purchase Federal Flood Insurance, if available, in amount and coverages satisfactory to Grantee and furnish Grantee with a policy of such insurance.

2. Hazardous Materials.


(a) Mortgagor represents, warrants and agrees that: (i) neither Mortgagor nor, to the best knowledge of Mortgagor, any other person has used or installed any Hazardous Material (as hereinafter defined) on, from or affecting the Premises or received any notice from any governmental agency, entity or other Person with regard to Hazardous Materials on, from or affecting the Premises; (ii) to the best knowledge of Mortgagor, neither Mortgagor nor any other person has violated any applicable Environmental Laws (as hereinafter defined) affecting the Premises; (iii) to the best knowledge of Mortgagor the Premises are presently in compliance with all Environmental Laws, and there are no facts or circumstances presently existing upon or under the Premises, or relating to the Premises, which may violate any applicable Environmental Laws, and there is not now pending or, to the best knowledge of the Mortgagor, threatened any action, suit, investigation or proceeding against Mortgagor or the Premises (or against any other party relating to the Premises) seeking to enforce any right or remedy under any of the Environmental Laws; (iv) the Premises shall be kept free of Hazardous Materials, and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; (v) Mortgagor shall not cause or Permit the installation of Hazardous Materials in, on, over or under the Premises or a Release (hereinafter defined) of Hazardous Materials onto or from the Premises or suffer the Presence of Hazardous Materials in, on, over or under the Premises; (vi) Mortgagor shall comply with, and ensure compliance by all other parties with, all applicable Environmental Laws relating to or affecting the Premises, and Mortgagor shall keep the Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws, all at Mortgagor's sole cost and expense; (vii) there has been no Release of any Hazardous Materials on or from the Premises, whether or not such Release emanated from the Premises or any contiguous real estate; and (viii) Mortgagor shall immediately give Mortgagee oral and written notice in the event that Mortgagor receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Premises and Mortgagor shall conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Premises in accordance with all applicable Environmental Laws; and (ix) the Premises does not contain, nor is it affected by any underground or above-ground storage tanks, landfills, land disposals or dumps; (x) there are no "waters of the United States", as defined in 334 C.F.R. Section 328.3, within the boundaries of the Premises and there has not been, is not now and shall not at any time be any unpermitted discharge of dredged or fill materials occurring from the Premises into any such "waters of the United States"; (xi) Mortgagor shall promptly conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all hazardous Materials on, from or affecting the Premises in accordance with all applicable Environmental Laws; and (xii) Mortgagor shall include in any lease affecting the Premises the covenant of the tenant thereunder to comply with all Environmental Laws and to indemnify the landlord for any loss or liability resulting from the Release of any Hazardous Materials on, from or affecting the Premises during the term of such lease.

(b) Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all liens, demands, actions, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Mortgagee and/or the Premises for, with respect to, or as a direct or indirect result of the following: (i) the presence in, on, over or under, or the escape, seepage, leakage, spillage, discharge, emission or Release on or from, the Premises of any Hazardous Materials; (ii) the violation of any Environmental Laws relating to or affecting the Premises or Mortgagor; (iii) the failure by Mortgagor to comply fully with the terms and provisions of Paragraph (a) or this Paragraph (b); (iv) the violation of any of the Environmental Laws in connection with any other property owned by Mortgagor, which violation gives or may give rise to any rights whatsoever in any party with respect to the Premises by virtue of any of the Environmental Laws; or (v) any warranty or representation made by Mortgagor in Paragraph (a) is or becomes false or untrue in any material respect.



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- (c) In the event Mortgagee suspects Mortgagor has violated any of the covenants, warranties, or representations contained in Paragraph (a), or that the Premises are not in compliance with the Environmental Laws for any reason, or that the Premises are not free of Hazardous Materials for any reason, Mortgagor shall take such steps as Mortgagee requires by written notice to Mortgagor in order to confirm or deny such occurrences, including, without limitation, the preparation of environmental studies, surveys or reports. In the event that Mortgagor fails to take such action, Mortgagee may take such action as Mortgagee deems necessary, and the cost and expenses of all such actions taken by Mortgagee, including, without limitation, Mortgagee's attorney's fees, shall be added to the indebtedness evidenced by the Note.
- (d) Mortgagor warrants and represents to Mortgagee that Mortgagor, and to the best knowledge of Mortgagor, any tenants of Mortgagor, have not given, nor should they give, nor have they received, any notice, letter, citation, order, warning, complaint, inquiry, claim or demand that: (i) Mortgagor or tenant has violated, or is about to violate, any Environmental Law; (ii) there has been a Release, or there is a threat of Release, of any Hazardous Materials on, from or affecting the Premises; (iii) Mortgagor or any tenants may be or are liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a Release of Hazardous Materials; (iv) the Premises are subject to a lien in favor of any governmental entity for any liability, costs or damages, under Federal, state or local environmental law, rule or regulation arising from or costs incurred by such governmental entity in response to a Release of Hazardous Material. In the event of such, Mortgagor shall promptly provide a copy to the Mortgagee not later than fifteen (15) days from Mortgagor's receipt or submission thereof. Mortgagor shall also notify Mortgagee promptly in writing upon Mortgagor learning of the Release of any Hazardous Materials on, from or affecting the Premises.
- (e) For purposes of this Mortgage: (i) "Hazardous Material" or "Hazardous Materials" means and includes petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls, and/or any hazardous, toxic or dangerous waste, substance or material defined as such or defined as a Hazardous Substance or any similar term, by, in or for the purposes of the Environmental Laws, including, without limitation section 101(14) of CERCLA (hereinafter defined); (ii) "Release" shall have the meaning given such term, or any similar term, in the Environmental Laws, including, without limitation Section 101(22) of CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean any "Super Fund" or "Super Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated thereunder or in connection therewith: the Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); The Toxic Substances Control Act ("TSCA"); The Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). The obligations and liabilities of Mortgagor hereunder shall survive the exercise of power of sale under or foreclosure of this Mortgage, the delivery of a deed in lieu of foreclosure, the cancellation or release of record of this Mortgage, and/or the payment and cancellation of the Note secured by this Mortgage.
3. Transfer Prohibition. So long as the secured obligation, or any portion thereof, which the within Mortgage is given to secure remains unpaid, Mortgagor shall not further encumber, pledge, convey, transfer or assign in any method or manner, whether voluntary or involuntary, the Property secured hereby or any portion thereof, subsequent to the date of this Mortgage, without the prior written consent thereto by Mortgagee. Any such encumbrance, pledge, conveyance, transfer or assignment shall entitle Mortgagee to exercise any and all rights and remedies provided herein for an event of default, or at law or equity. Mortgagee's failure to exercise rights under this paragraph shall not constitute a waiver thereof.
4. Cross Default. This mortgage shall secure any and all indebtedness owing by Grantor to Grantee however incurred. Any default on any other deed of trust securing the indebtedness secured hereby or any mortgage securing the guaranty of any guarantor of the indebtedness secured hereby shall be An Event of Default hereunder, and Grantee may exercise its rights hereunder therefore.


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