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**MULTIPLE INDEBTEDNESS MORTGAGE,
COLLATERAL ASSIGNMENT OF LEASES
AND RENTS AND SECURITY AGREEMENT**

**UNITED STATES OF AMERICA
STATE OF ALABAMA
COUNTY OF SHELBY**

BY THE 516 2ND AVENUE WEST HELENA ALABAMA 35080 SPECIALIZED LENDING TRUST

BE IT KNOWN, that on the 28th day of September, 2015, before the undersigned notary public, duly commissioned and qualified as set forth below, and in the presence of the undersigned competent witnesses, personally came and appeared (individually, collectively and interchangeably, "Mortgagor", whether one or more):

MAC GROUP, LLC, a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Alabama and authorized to transact business in the State of Alabama with its registered offices and permanent mailing address at 5117 Trace Crossings Drive, Hoover, AL 35244, represented herein by and appearing through its undersigned representative, duly authorized hereto pursuant to an authorization of said Limited Liability Company, a certified copy or original of which is attached hereto and made part hereof;

who declared and acknowledged as follows:

INDEBTEDNESS. The term "Indebtedness" as used in this multiple indebtedness mortgage, collateral assignment of leases and rents and security agreement (as the same may be modified or amended from time to time, this "Mortgage") means individually, collectively and interchangeably any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Mortgagor, its successors and/or assigns ("Borrower"; Borrower and Mortgagor may sometimes be individually, collectively, and interchangeably referred to herein as "Obligor") from **The 516 2nd Avenue West Helena Alabama 35080 Specialized Lending Trust, 3225 McLeod Drive, Suite 200, Las Vegas, Nevada 89121**, and any future holder or holders of the Note (as defined herein) or any interest therein ("Mortgagee"), from time to time, one or more times, now and in the future, under any and all promissory notes evidencing such present and/or future loans, advances, and/or other extensions of credit, including without limitation, that certain **Commercial Promissory Note Secured by a Mortgage dated September 28, 2015, in the principal amount of \$81,000.00 (Eighty-One Thousand and 00/100 Dollars)**, executed by Mortgagor and/or Borrower in favor of Mortgagee, and any other promissory note made and delivered by Borrower or Mortgagor in favor of Mortgagee in substitution, extension or replacement therefor (the "Note"), whether of the same amount or otherwise, together with any renewal, extension, amendment, modification, substitution, or replacement of any thereof, and together with interest on the indebtedness evidenced by the Note at the rate or rates specified therein, and all attorneys' fees and collection costs and to secure the payment of insurance premiums, taxes, keeper's fees, and the performance of all obligations of Mortgagor under this Mortgage, the Note and any other documents or instruments executed in or delivered in connection therewith, and also including the payment and performance of all agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measure of economic, financial or pricing risk or value, and also including, any and all other obligations, including, without limitation, Mortgagor's covenants and agreements in any present or future loan or credit agreement or any other agreement, document or instrument executed by Mortgagor and liabilities that Mortgagor may now and/or in the future owe to and/or incur in favor of Mortgagee, whether direct or indirect, or by way of assignment or purchase of a participation interest, and whether related or unrelated, or whether committed or purely discretionary, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, due or to become due, and whether now existing or hereafter arising, or otherwise secured or unsecured, whether Mortgagor is obligated alone or with others on a "solidary" or "joint and several" basis, as a principal obligor or as a surety, guarantor, or endorser, of every nature and kind whatsoever, whether or not any such Indebtedness may be barred under any statute of limitations or prescriptive period or may be or become otherwise unenforceable or voidable for any reason whatsoever.

ARTICLE I
MULTIPLE INDEBTEDNESS MORTGAGE

Section 1.01 Granting of Mortgage. And now, in order to secure the prompt and punctual payment and satisfaction of the Indebtedness, in principal, interest, costs, expenses, attorneys' fees and other fees and charges, and additionally to secure repayment of any and all amounts that Mortgagee may advance on Mortgagor's behalf as set forth herein (individually, collectively, and interchangeably, "Additional Advances"), together with interest thereon, Mortgagor does by these presents specially mortgage, affect, hypothecate, and grant a security interest, unto and in favor of Mortgagee, in any and all of Mortgagor's present and future rights, title and interest in and to the following described **property located in Shelby County, State of Alabama (individually, collectively and interchangeably, the "Mortgaged Property")**:

(a) The immovable (real) property legally and specifically described on Exhibit A attached to this Mortgage and made a part of this Mortgage as if fully set forth herein, also commonly known as 516 2nd Avenue West, Helena, Alabama 35080, which describes the immovable (real) property securing this Mortgage, (the "Land").

(b) Together with any and all present and future buildings, constructions, component parts, improvements, attachments, appurtenances, fixtures, rights, ways, privileges, advantages, batture, and batture rights, servitudes and easements of every type and description, now and/or in the future relating to the Land, and any and all items and fixtures attached to and/or forming integral or component parts of the Land in accordance with the Alabama Civil Code (individually, collectively, and interchangeably, the "Improvements").

(c) Together with all present and future rents, fruits, revenues, income, issues, profits, bonuses, cash collateral, and other benefits accruing, from, derived from, or to be derived from, the use, possession, occupancy or lease of all or any part of the Land and the Improvements and from Mortgagor's operation thereof including, without limitation, rights to rents, royalties, rentals, shut in payments and other payments which are rents or rentals attributable to Mortgagor's sale, lease or other disposition of his right to explore or develop oil, gas and mineral interests in the Land and the Improvements (collectively, the "Rents"), and all present and future leases of all or any part of the Land and the Improvements ("Leases").

(d) Together with all incorporeal rights incidental or accessory to the Land and the Improvements or its use (the "Incorporeal Rights"), including, without limitation (i) the right to receive proceeds and awards from the sale, transfer or other conveyance, lease, insurance loss, claims for damages, or condemnation, expropriation or other taking of all or any part of the Land or the Improvements (the "Proceeds"); (ii) rights under service, maintenance, or warranty contracts relating to the Land and the Improvements, and (iii) rights under trade names, patents, or copyrights that are subject to use in connection with the Land and the Improvements or Mortgagor's business or other activities conducted thereon.

(e) Together with any and all present and future deposits or other security or advance payments, including rental payments, made by or on behalf of Mortgagor to others, with respect to (1) utility service regarding the Mortgaged Property, (2) cleaning, maintenance, repair, or similar services regarding the Mortgaged Property, (3) refuse removal or sewer service regarding the Mortgaged Property, (4) rentals of equipment, if any, used in the operation by or on behalf of Mortgagor regarding the Mortgaged Property, and/or (5) parking or similar services or rights regarding the Mortgaged Property.

(f) Together with any and all rights, title and interest and other claims or demands that Mortgagor now has or may hereafter acquire against anyone with respect to any damage to all or any part of the Mortgaged Property, including without limitation, damages arising or resulting from any defect in or with respect to the design or construction of all or any portion of the Mortgaged Property, or arising from any default under any construction, architectural or engineering contract or agreement relating to the Mortgaged Property.

(g) Together with any and all books, records, computer programs, tapes, discs, "software," and other like records and information, relating to Mortgagor's business operations as well as in any way relating to the foregoing rights and/or the Mortgaged Property subject to this Mortgage.

(h) Together with all machinery, equipment and goods and all of the Mortgagor's present and future rights, title and interest in and to all building plans, construction or architectural contracts or plans, all building and construction materials and equipment, all general intangibles, whether money, unearned insurance premiums and insurance, proceeds (including all proceeds paid for any damage or loss to the Mortgaged Property or any part thereof, all awards, including interest, in connection with any condemnation or other taking of the Mortgaged Property, or any part thereof, whether by conversions, voluntary or involuntary, of any of the foregoing into cash or liquidated claims or otherwise), accounts, contracts, subcontracts, trademarks, all refundable, returnable or reimbursable fees, deposits or other funds or credits associated with the Land, the Improvements, the Leases and the Rents, and all of Mortgagor's rights, title and interest to all other assets and personal property of every kind, description and nature whatsoever, now or hereafter located in or upon or affixed to the Land or the Improvements, or any part thereof, or now or hereafter used or to be used in connection with any present or future operation thereof or construction thereon, and now owned or hereafter acquired by Mortgagor; it being understood and agreed that all such fixtures, machinery, apparatus, equipment and other assets and personal property are a part of and are declared to be a portion of the security for the Indebtedness, whether physically attached to such Improvements or not.

(i) Together with any and all renewals, replacements, accessions or additions of or to any of the above or substitutions therefore and all cash products and all proceeds of or to any or all of the foregoing.

Section 1.02 Mortgage Securing Future Indebtedness. This Mortgage has been executed by Mortgagor for the purpose of securing Mortgagor's Indebtedness that may now be existing or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Alabama law. However, nothing under this Mortgage shall be construed as limiting the duration of this Mortgage or the purpose or purposes for which Mortgagor's Indebtedness may be requested or extended. Mortgagor's additional loans will automatically be secured by this Mortgage without the necessity that Mortgagor agrees or consents to such a result at the time additional loans are made and that the note or notes evidencing such additional loans reference the fact that such notes are secured by this Mortgage. Mortgagor understands that Mortgagor may not subsequently

have a change of mind and insist that Mortgagor's additional loans not be secured by this Mortgage unless Mortgagee specifically agrees to such a request in writing.

Section 1.03 Duration of Mortgage. This Mortgage will remain in effect until (A) all of the Indebtedness is fully paid and satisfied and there is no agreement or commitment to advance any additional Indebtedness; and (B) Mortgagor cancels this Mortgage by filing a written cancellation instrument signed by Mortgagee. When all of the Indebtedness is fully paid and satisfied and there is no agreement or commitment to advance any additional indebtedness, Mortgagor may request in writing Mortgagee to sign such a written cancellation instrument. Mortgagee may delay providing Mortgagor with such a mortgage cancellation instrument for a period of sixty (60) days following receipt of Mortgagor's written request, or such longer time as may be necessary for Mortgagee to verify that all conditions precedent for cancellation of this Mortgage have been satisfied.

Section 1.04 Prohibitions Regarding Mortgaged Property. So long as this Mortgage remains in effect, Mortgagor shall not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, pledge, do anything or permit anything to be done that may in any way affect Mortgagee's security interests and rights in and to the Mortgaged Property, or create or permit to exist any Encumbrance in or against any of the Mortgaged Property, in favor of any person other than Mortgagee. For purposes of this Mortgage, the term "Encumbrance" shall mean individually, collectively and interchangeably, any and all present and future mortgages, liens, privileges and any and all other security interests and rights, of any kind or nature, that may affect the Mortgaged Property, or any part thereof.

Section 1.05 Encumbrances.

(a) **Prior Encumbrances.** Mortgagor shall pay all indebtedness secured by any other mortgage, security agreement or other document or instrument creating a senior and prior lien (if any) or junior and subordinate lien (if any) on the whole or any part of the Mortgaged Property and perform all covenants, terms and conditions contained in any such mortgage, security agreement or other document or instrument on the part of Mortgagor to be performed and observed, all within the periods provided for payment, performance and observance in any such document, thereby preventing an event of default from occurring thereunder. Mortgagor shall further not modify or extend any of the terms of any prior Encumbrance or any indebtedness secured thereby, or request or obtain any additional loans or other extensions of credit from any third party creditor or creditors whenever such additional loan advances or other extensions of credit may be directly or indirectly secured, whether by cross-collateralization or otherwise, by the Mortgaged Property, or any part or parts thereof, with possible preference and priority over the lien of this Mortgage.

(b) **Future Encumbrances.** Mortgagor shall not, without the prior written consent of Mortgagee, grant any Encumbrance that may affect the Mortgaged Property, or any part or parts thereof, nor shall Mortgagor permit or consent to any Encumbrance attaching to or being filed against any of the Mortgaged Property in favor of anyone other than Mortgagee.

Section 1.06 Additional Advances For Specific Purposes. Mortgagee shall have the right, within Mortgagee's sole option and discretion, and without any obligation to do so, to make Additional Advances on Mortgagor's behalf in the event that Mortgagor (1) defaults in its obligations as lessor of a lease of the Mortgaged Property; (2) fails to maintain insurance on the Mortgaged Property as required under this Mortgage, (including Additional Advances for insurance which protects only Mortgagee's interests in the Mortgaged Property); (3) fails to pay taxes, assessments and governmental and other charges as required under this Mortgage; (4) fails to make all necessary repairs to the Mortgaged Property as required by this Mortgage; or (5) permits or allows any Encumbrance to be filed against or attach to the Mortgaged Property.

(a) **Other Advances.** Mortgagee may further make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to cure and rectify any actions or inactions on Mortgagor's part, as are required under this Mortgage, that are not listed immediately above.

(b) **No Obligations.** Nothing under this Mortgage shall obligate Mortgagee to make any such Additional Advances or to take any of the above actions on Mortgagor's behalf, or as making Mortgagee in any way responsible or liable for any loss, damage or injury to Mortgagor, or to any other person or persons, resulting from Mortgagee's election not to advance such additional sums or to take such action or actions. In addition, Mortgagee's election to make Additional Advances and/or to take the above actions on Mortgagor's behalf shall not constitute a waiver or forbearance by Mortgagee of any Event of Default under this Mortgage.

(c) **Obligation To Repay Additional Advances; Interest.** Mortgagor unconditionally agrees to repay any and all Additional Advances that Mortgagee may elect to make on Mortgagor's behalf, together with interest as provided herein, immediately upon demand by Mortgagee. Mortgagor further agrees to pay Mortgagee interest on the amount of such Additional Advances at the rate of interest provided in the Note or at the legal rate of interest provided under applicable law, whichever is greater from the date of each such Additional Advance until all such Additional Advances are repaid in full. Mortgagor's obligations to repay Additional Advances to Mortgagee, together with interest thereon, shall be secured by this Mortgage.

ARTICLE II.
ASSIGNMENT OF LEASES AND RENTS

Section 2.01 The pledge and assignment of, and security interest in, the Leases and the Rents provided for herein shall secure all Indebtedness, all liabilities and obligations for which the lien granted in this Mortgage has been given as security, and all other obligations of Obligor to Mortgagee, now existing or hereafter arising, **up to the maximum amount of the Maximum Indebtedness.** Mortgagee shall have full subrogation to Mortgagor's rights to all Leases and Rents. Mortgagor shall administer the Leases, Rents and Incorporeal Rights in a fiduciary capacity for the benefit of Mortgagee. To the maximum extent permitted by applicable law, although this instrument creates a present pledge and assignment of and vested security right in the Leases and Rents, Mortgagor shall be entitled to collect the Rents until the occurrence of an Event of Default (as defined below) or until Mortgagee sends written notice to Mortgagor at Mortgagor's address set forth above, whereupon Mortgagee shall have the right to receive and collect the Rents. All Proceeds shall be paid directly to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its agent and attorney-in-fact (coupled with an interest), to demand, sue for, collect, receive, and receipt for the Rents and Proceeds, and to exercise all the rights and privileges of Mortgagor under any of the Leases or Incorporeal Rights affecting the Mortgaged Property, including without limitation, the right to fix or modify the amount of the Rents, to evict any lessee, tenant or occupant (each a "Lessee") from the Mortgaged Property, to relet such Mortgaged Property and to do all such things as Mortgagee may deem necessary.

Section 2.02 Mortgagor hereby irrevocably consents that all Lessees of the Mortgaged Property shall be authorized to pay the Rents directly to Mortgagee without liability for the determination of the actual existence of any Event of Default, the lessees being hereby expressly relieved of any obligation to Mortgagor with respect to Rents paid to Mortgagee. All Rents and Proceeds collected under this Mortgage shall be applied, after payment of all costs and charges, as a credit against the Indebtedness. Mortgagee shall have no legal or contractual responsibility for the condition of the Mortgaged Property, for any obligation to perform leases affecting the Mortgaged Property, or for any dangerous or defective condition of the Mortgaged Property. Mortgagor indemnifies and shall defend the Mortgagee and its agents, employees, successors, and assigns (the "Indemnified Parties") and hold the Indemnified Parties harmless from any cost, expense, liability, loss, or damage, including, without limitation, reasonable attorneys' fees, which may or might be incurred by them by reason of the assignment of and security interest in the Rents, Leases and Incorporeal Rights. The obligation set forth herein to indemnify, defend, and hold the Indemnified Parties harmless shall be secured by this Mortgage and shall survive the termination of this Mortgage and the payment of the Indebtedness.

ARTICLE III.
SECURITY AGREEMENT

Section 3.01 **Security Agreement.** It is the intent of Mortgagor and Mortgagee that, in addition to being a mortgage of immovable (real) property, this instrument shall also constitute a security agreement within the meaning of the Uniform Commercial Code (as from time to time in effect in the State of Alabama, the "Code") with respect to all fixtures and personal (movable) property described herein and all replacements thereof, substitutions therefor, additions thereto and proceeds thereof (said property being sometimes hereinafter referred to as the "Collateral"), and that a security interest shall attach thereto for the benefit of Mortgagee to secure the Note and the Indebtedness and all other obligations secured by this Mortgage, and all other sums and charges which may become due hereunder or thereunder.

Section 3.02 With respect to the Collateral, Mortgagor represents, warrants and covenants as follows:

- (a) No financing statement covering any of the Collateral or any proceeds thereof is on file in any public office, other than financing statements with respect to the security interest granted hereby; and except for the security interest granted hereby Mortgagor is, or upon acquiring rights in any of the Collateral will be, the owner of the Collateral free from any other lien, security interest or encumbrance; and Mortgagor shall defend the security interest of Mortgagee in the Collateral against claims and demands of all persons at any time claiming the same or any interest therein; and
- (b) Mortgagor hereby authorizes Mortgagee to from time to time file such financing and continuation statements and amendments thereto pursuant to the Code in form satisfactory to Mortgagee and shall pay the costs of filing or recording the same in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable, and Mortgagor hereby further authorizes Mortgagee to sign such financing and continuation statements and amendments on behalf of the Mortgagor if Mortgagor's signature is required by applicable law (Mortgagee being for such purposes by this instrument duly and irrevocably appointed as the Mortgagor's agent and attorney-in-fact, coupled with an interest and with full power of substitution, delegation and revocation).

Section 3.03 Upon the occurrence of an Event of Default under this Mortgage, Mortgagee, pursuant to the Code, shall have the right, at Mortgagee's option:

- (a) To proceed as to both the Mortgaged Property and the Collateral in accordance with Mortgagee's rights and remedies in respect of the Mortgaged Property, in which event (i) the provisions of the Code otherwise applicable to sale of the Collateral shall not apply, and (ii) the sale of the Collateral in conjunction with and as one parcel with the Land and the Improvements (or any portion thereof) shall be deemed to be a commercially reasonable manner of sale; or

(b) To proceed as to the Collateral separately from the Land and the Improvements, in which event the requirement of reasonable notice shall be met by mailing notice of the sale, postage prepaid, to the Mortgagor or any other person entitled thereto at least ten (10) days before the time of the sale or other disposition of any of the Collateral. The Collateral shall be kept at the Land referred to on Exhibit A attached hereto, and until installed will be suitably and safely stored thereon. The Mortgagor shall not remove or permit to be removed from the Land referred to on Exhibit A attached hereto any of the Collateral without the prior written consent of Mortgagee.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

Section 4.01 Ownership and Encumbrances. Except as previously disclosed to Mortgagee in writing, Mortgagor represents and warrants that: (A) Mortgagor is and will continue to be the lawful owner of, has good title to, and is possessed of, the Mortgaged Property; (B) Mortgagor has the right to mortgage the Mortgaged Property to Mortgagee; (C) as of the time this Mortgage is recorded, there are no Encumbrances affecting the Mortgaged Property; (D) the security rights and interest granted under this Mortgage will at no time become subordinate or junior to any security rights, interests, liens, or claims of, or in favor of, any person, firm, corporation, or other entity, including, without limitation, the United States, or any department, agency or instrumentality thereof, or any state, county, parish, city, or local governmental agency; (E) Mortgagor will forever warrant and defend title to the Mortgaged Property against the claims of all persons; and (F) this Mortgage is binding upon Mortgagor as well as Mortgagor's heirs, successors, legatees, administrators, executors, representatives and assigns, and is legally enforceable in accordance with its terms. The above representations and warranties, and all other representations and warranties contained in this Mortgage, are and will be continuing in nature and will remain in full force and effect until such time as this Mortgage is cancelled in the manner provided above.

Section 4.02 Taxes and Liens. Mortgagor shall promptly pay or cause to be paid when due, all taxes, local and special assessments, and governmental and other charges, as well as all public and/or private utility charges, of every type and description, that may from time to time be imposed, assessed and levied against the Mortgaged Property or against Mortgagor. Mortgagor shall pay, when the same shall become due and payable, all lawful claims and demands of mechanics, materialmen, laborers and all others which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property or any part thereof.

Section 4.03 Use of Mortgaged Property. Mortgagor shall not use the Mortgaged Property and shall not permit others to use the Mortgaged Property, for any purpose or purposes other than those previously disclosed to Mortgagee in writing, and in no event shall any of the Mortgaged Property be used in any manner that would damage, depreciate, or diminish its value, or that may result in a cancellation or termination of insurance coverage. Mortgagor additionally agrees not to do or to suffer to be done anything which may increase the risk of fire or other hazard to the Mortgaged Property or any part or parts thereof. Mortgagor shall not suffer or permit the Mortgaged Property, or any portion thereof, to be used by the public and others as such, without restriction or in such manner as might impair Mortgagor's title to the Mortgaged Property or any portion thereof, or in such manner as may make possible a claim or claims of adverse usage, easement, servitude, right of way or habitation, or adverse possession by the public and others, or any implied, tacit or other dedication of the Mortgaged Property.

Section 4.04 Repairs and Maintenance. Mortgagor shall keep and maintain, and/or cause others to keep and maintain, the Mortgaged Property and the sidewalks and curbs adjoining the Mortgaged Property, in sound condition and in a first-class state of decoration and repair. Mortgagor shall further make and/or cause all necessary repairs to be made to the Mortgaged Property (including the repair and restoration of any portion of the Mortgaged Property that may have been damaged, lost or destroyed). Such necessary repairs shall include, but are not limited to, any structural and/or non-structural repairs to the interior and/or exterior of the Mortgaged Property in order to keep the Mortgaged Property in proper condition for its intended use.

Section 4.05 Compliance with Applicable Laws and Regulations. Mortgagor shall not permit any waste, impairment, damage or deterioration of the Mortgaged Property; permit the violation of any and all present and future laws, ordinances or governmental regulations affecting the Mortgaged Property or use thereof; permit any conditions to exist which would wholly or partially invalidate any insurance on the Mortgaged Property; or permit anything to be done to the Mortgaged Property that might diminish the value thereof.

Section 4.06 Alterations. Mortgagor shall not without the prior written consent of Mortgagee: (1) remove or demolish any of the Improvements, or any fixtures, located on the Land; (2) make changes or alterations to the Improvements located on the Land which would change their general character or size; (3) alter the design or structural character of the Improvements located on the Land; (4) make any other material alteration or addition thereto; (5) do or permit anything to be done to the Improvements located on the Land that might diminish the value thereof; (6) permit any drilling or exploration for or excavation, removal or production of any minerals from the surface or subsurface of the Land; or (7) remove or permit the removal of any standing timber located on the Land, sand, gravel or topsoil, or engage in burrow pit operations, or use or permit the use of the Mortgaged Property as a land fill or dump, or store, burn or bury or permit the storage, burning or burying of any material or product which may result in contamination of the Mortgaged Property or the groundwater or which may

require the issuance of a permit by the Environmental Protection Agency or any state or local government agency governing the issuance of hazardous or toxic waste permits, or request or permit a change in zoning or land use classification.

Section 4.07 Compliance With Leases, Etc. Mortgagor shall promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements imposed upon or assumed by Mortgagor as landlord, licensor or Mortgagor under any lease, sublease, license, concession, occupancy and other tenancy agreement now or hereafter in effect (including any amendments or supplements thereto) covering any part of the Mortgaged Property or any other Mortgaged Property owned or controlled by Mortgagor that is affected by the terms, provisions, covenants, conditions and agreements imposed upon or assumed by Mortgagor in such lease, sublease, license, concession, occupancy or other tenancy agreement and Mortgagor shall not do, or permit to be done, or omit or refrain from doing, any act or thing the doing or omission of which will give any tenant, sub-tenant, licensee, concessionaire or occupant a right to terminate any such lease, license, concession, occupancy or other tenancy agreement or to abate the rental or other payments due thereunder.

Section 4.08 Leases. Mortgagor shall further immediately notify Mortgagee in writing of any default, cancellation, or notice of cancellation under any such leases, subleases or other agreements. Mortgagor will not, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld: (1) cancel, terminate, or accept a surrender or permit any substitution, cancellation, termination, or surrender of any lease or sublease of the Mortgaged Property; (2) modify any lease, sublease or other agreement as to reduce the term thereof, or the payments thereunder, or change any renewal provision contained therein; or (3) commence any summary proceeding or other action to recover possession of any of the leased Mortgaged Property, other than a proceeding brought in good faith resulting from a default by the lessee or sublessee under the terms and conditions of the lease or sublease.

Section 4.09 Operation. Mortgagor shall continuously operate the improvements located on the Mortgaged Property in an efficient manner and in compliance with all applicable laws, ordinances, rules, regulations and directions of governmental authorities having jurisdiction over the Mortgaged Property, and also in compliance with the requirements of all policies of insurance on the Mortgaged Property. Mortgagor shall follow good and approved forestry practices for any timber located on the Mortgaged Property. Mortgagor shall also procure, pay for, maintain and comply with all permits, licenses and other authorizations needed for the operation of the improvements located on the Mortgaged Property. Mortgagor shall not, nor shall Mortgagor permit others to abandon, commit waste, or destroy the Mortgaged Property, or any part or parts thereof.

Section 4.10 Books and Records. Mortgagor shall keep proper and separate books of account, in accordance with generally accepted accounting principles, and make, or cause to be made, full and true entries of all dealings and transactions of every kind relating to the Mortgaged Property, which books and records shall be open to inspection by Mortgagee, Mortgagee's agents and accountants and representatives, at all reasonable times.

Section 4.11 Financial Reports. Mortgagor shall furnish Mortgagee with such financial statements and other related information for Mortgagor, Borrower and any other Obligor at such frequencies and in such detail as Mortgagee may reasonably request from time to time. All financial statements or records submitted to Mortgagee via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. Mortgagee may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

ARTICLE V.

INSURANCE

Section 5.01 Policies. Mortgagor shall procure and maintain for the benefit of Mortgagee original paid-up property insurance policies (covering all perils), liability insurance policies, and such other insurance policies as Mortgagee may require with respect to the Mortgaged Property and Mortgagor's or Borrower's operations at and use of the Mortgaged Property, from companies having an A.M. Best rating of A or better or otherwise satisfactory to Mortgagee, in amounts, in form and substance, and with expiration dates acceptable to Mortgagee and containing a noncontributory standard mortgagee clause or its equivalent in a form satisfactory to Mortgagee, or the statutory mortgagee clause, if any, required in the state where the Mortgaged Property is located, or a lender loss payable endorsement, in favor of Mortgagee.

Section 5.02 All of the policies that Mortgagee shall require Mortgagor to maintain shall contain an agreement by the insurer not to cancel or amend the policies without giving Mortgagee at least thirty (30) days' prior written notice of its intention to do so.

Section 5.03 Contemporaneously with the execution of this Mortgage, Mortgagor shall deliver original binders evidencing the insurance and within 15 days of this Mortgage the original or certified copies of the foregoing policies to Mortgagee. Mortgagor shall deliver original or certified renewal policies with satisfactory evidence of payment not less than fifteen (15) days in advance of the expiration date of the existing policy or policies. In the event Mortgagor should, for any reason whatsoever, fail to keep the Mortgaged Property or any part thereof so insured, or to keep said policies so payable, or fail to deliver to Mortgagee the original or certified policies of insurance and the renewals thereof upon demand, then Mortgagee, if it so elects, may itself have such insurance effected in such amounts and with such companies as it may deem proper and may pay

the premiums therefor. Mortgagor shall reimburse Mortgagee upon demand for the amount of premium paid, together with interest thereon at 15% percent per annum from date until paid.

Section 5.04 Mortgagor agrees to notify Mortgagee immediately in writing of any material fire or other casualty to or accident involving the Mortgaged Property, whether or not such fire, casualty or accident is covered by insurance. Mortgagor further agrees to notify promptly Mortgagor's insurance company and to submit an appropriate claim and proof of claim to the insurance company if the Mortgaged Property is damaged or destroyed by fire or other casualty. Mortgagee is hereby authorized and empowered, at its option, to collect and receive the proceeds from any policy or policies of insurance, and each insurance company is hereby authorized and directed to make payment of all such losses directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. Mortgagee shall apply the net proceeds thereof, in accordance with following subsections (a), (b) and (c) hereof:

(a) If there is a fire or casualty loss which damages a portion (but not all) of the Improvements on the Mortgaged Property and as long as no Event of Default has occurred and is continuing, then the proceeds of the insurance shall be deposited into a cash collateral account and such proceeds will be applied to the payment of the cost of restoration of the Improvements upon such terms and conditions as Mortgagee may deem necessary or appropriate in its reasonable discretion; provided, however, that (i) such insurance proceeds must be adequate to cover the cost of restoration of the Improvements, or if the proceeds are insufficient, then Mortgagor shall give Mortgagee such adequate protection and assurance as Mortgagee may, in its reasonable discretion require, that additional funds will be provided by Mortgagor in order to complete the restoration of the Improvements and that Mortgagor has sufficient funds on hand to pay interest and principal on the Note during the restoration period; (ii) the first priority of this Mortgage and all collateral documents in the Mortgaged Property is not impaired; (iii) Mortgagor shall provide Mortgagee on a monthly basis with a detailed cost breakdown showing by line item all costs projected for such restoration and a revised and updated cost breakdown; (iv) funds shall be disbursed from the account in accordance with Mortgagee's standard practices and procedures for construction loans; (v) there is no ongoing and continuing Event of Default; and (vi) in the case of an ongoing and continuing Event of Default, Mortgagee shall have the right, in its sole discretion, to apply some or all of the insurance proceeds to the payment of the Note and the Indebtedness.

(b) If there is a fire or casualty loss which constitutes a total loss or a constructive total loss of the Mortgaged Property, or if not all of the conditions set forth in subclause (i) through (iii) of Subsection (a) above are satisfied, then the insurance proceeds shall be applied to the payment of the Indebtedness. If such insurance proceeds are not sufficient to pay the Indebtedness in full, Mortgagee shall have a right to accelerate the maturity of the Indebtedness and proceed against the Mortgagor and/or the remainder of the Mortgaged Property; and if the proceeds exceed the amount necessary to pay the Indebtedness in full, then such excess shall be paid to Mortgagor.

(c) Upon demand of Mortgagee, Mortgagor shall pay to Mortgagee, together with, at the same time as and in addition to the payments of principal and/or interest due on the Note, a pro rata portion of the property taxes, assessments, governmental charges, levies and insurance premiums relating to the Mortgaged Property next to become due, as estimated by Mortgagee, so that Mortgagee will have sufficient funds on hand to pay such taxes, assessments, governmental charges, levies and premiums not less than thirty (30) days prior to the due date thereof. All such amounts shall be held by Mortgagee (not in trust) without interest as further security for the Indebtedness. Mortgagee may apply all or a portion of the amounts so paid at such time and in such order as Mortgagee, in its absolute discretion shall determine, to the payment of the taxes, assessments, governmental charges, levies and insurance premiums, as the case may be.

ARTICLE VI.

COMPLIANCE WITH ENVIRONMENTAL MATTERS: INDEMNIFICATION

Section 6.01 Mortgagor represents and warrants to Mortgagee that Mortgagor: (a) has not stored or disposed of, and shall not store or dispose of, any Hazardous Substances (as defined below) on the Mortgaged Property except in compliance with Environmental Laws (as defined below), (b) has not failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (c) is not, nor has Mortgagor become, subject to any Environmental Liability (as defined below), (d) has not received any notice of any claim with respect to any Environmental Liability, or (e) knows of no basis for any Environmental Liability.

Section 6.02 Mortgagor covenants and agrees to: (a) at all times maintain the Mortgaged Property in compliance with all applicable Environmental Laws and free of any Hazardous Substances except in compliance with all applicable Environmental Laws; (b) comply with all laws, rules, regulations and requirements of any governmental authority applicable to its business and properties, including without limitation, all Environmental Laws, ERISA, and the Occupational Safety and Health Act of 1970, as amended; (c) pay, perform or otherwise satisfy any fine, charge, penalty, fee, damage, order, judgment, decree or imposition related thereto which, if unpaid, would constitute a lien on the Mortgaged Property, unless (i) the validity thereof shall be contested diligently and in good faith by appropriate proceedings and with counsel reasonably satisfactory to Mortgagee and (ii) so long as Mortgagor shall at all times have deposited with Mortgagee, or posted a bond satisfactory to Mortgagee in, a sum equal to the amount necessary (in the reasonable discretion of Mortgagee) to comply with such order or directive (including, but not limited to, the amount of any fine, penalty, interest or cost that may become due thereon by reason of or during such contest);

provided, however, that Mortgagee shall be subrogated to the rights of the payee of such amount upon payment in full with respect to such fine, charge, or any portion thereof; (d) take all appropriate response actions, including any removal or remedial actions, in the event of a release, emission, discharge, or disposal of any Hazardous Substances in, on, under or from the Mortgaged Property necessary in order for the Mortgaged Property to be or remain in compliance with all Environmental Laws; (e) upon request of Mortgagee, to permit Mortgagee, including its officers, agents, employees, contractors and representatives, to enter and inspect the Mortgaged Property for purposes of conducting an environmental assessment; and (f) upon the request of Mortgagee, and at Mortgagor's expense, to cause to be prepared for the Mortgaged Property such site assessment reports, including, without limitation, engineering studies, historical reviews and testing, as may be reasonably requested from time to time by Mortgagee.

Section 6.03 Mortgagor agrees to furnish to Mortgagee prompt written notice of the following: (a) any change in the nature or extent of Hazardous Substances maintained on or with respect to the Mortgaged Property; or (b) the occurrence of any event or any other development by which Mortgagor (i) fails to comply with any Environmental Law, (ii) fails to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (iii) becomes subject to any Environmental Liability, (iv) receives notice of any claim with respect to any Environmental Liability, or (v) becomes aware of any basis for any Environmental Liability.

Section 6.04 In addition to any other indemnifications herein or pursuant to any other agreement with Mortgagee, the Mortgagor shall indemnify Mortgagee, its parent, subsidiaries and its affiliates, as well as their respective shareholders, directors, officers, employees, agents, successors and assigns or (each such person or entity being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, penalties, fines, costs and expenses of any kind or nature (including the fees, charges and disbursements of any counsel for any Indemnitee and all fees and time charges and disbursements for attorneys who may be employees of any Indemnitee) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Mortgagor arising out of, in connection with, or as a result of (i) any actual or alleged presence or release of Hazardous Substances on or from, or migrating to or from, the Mortgaged Property, or any actual or alleged Environmental Liability related in any way to Mortgagor, the Mortgaged Property or any other collateral securing the Indebtedness, (ii) any breach of any representation, warranty or covenant contained herein, or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, all whether based on contract, tort or any other theory, whether brought by a third party or by Mortgagor, and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

Section 6.05 The terms "Environmental Laws", "Environmental Liability" and "Hazardous Substances" as used herein shall have the following meanings:

(a) "Environmental Laws" shall mean any and all federal, state and local laws, statutes, ordinances, rules, regulations, permits, licenses, approvals, rules of common law and orders of courts or any governmental authority, relating to the protection of human health or occupational safety or the environment, now or hereafter in effect and in each case as amended from time to time, including, without limitation, requirements pertaining to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, handling, reporting, licensing, permitting, investigation or remediation of Hazardous Substances, including, without limitation, the following federal laws: the Resource Conservation Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Clean Air Act, and the Clean Water Act;

(b) "Environmental Liability" shall mean any liability, contingent or otherwise (including any liability for damages, costs of environmental investigation and remediation, costs of administrative oversight, fines, natural resource damages, penalties or indemnities) directly or indirectly resulting from or based upon (i) any actual or alleged violation of any Environmental Law, (ii) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Substances, (iii) any actual or alleged exposure to any Hazardous Substances, (iv) the release or threatened release of any Hazardous Substances or (v) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing; and

(c) "Hazardous Substances" shall mean any substances or materials (i) that are or become defined as hazardous wastes, hazardous substances, pollutants, contaminants or toxic substances under any applicable Environmental Law, (ii) that are defined by any applicable Environmental Law as toxic, explosive, corrosive, ignitable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous (iii) the presence of which require investigation, removal, remediation or any other response of any kind under any applicable Environmental Law or causes or threatens to cause a nuisance upon any property of Mortgagor or to any adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about any such property, (iv) that consist of underground or aboveground storage tanks, whether empty, filled or partially filled with any substance, or (v) that contain, without limitation, asbestos, polychlorinated biphenyls, urea formaldehyde foam insulation, petroleum hydrocarbons, petroleum derived substances or wastes, crude oil, nuclear fuel, natural gas, synthetic gas, radon gas, radioactive materials, or isotopes.

Section 6.06 The provisions of this Mortgage respecting compliance with environmental matters and the indemnification set forth above are in addition to and supplement any other representations, warranties, covenants, indemnifications and other provisions contained in this Mortgage or any other Related Documents (as defined below).

ARTICLE VII. CONDEMNATION

Section 7.01 **Notice of Proceedings.** Promptly upon the receipt by Mortgagor of notice of the initiation of any proceeding or negotiations for the taking of the Mortgaged Property, or any part thereof, in expropriation, condemnation or by the exercise of the power of eminent domain, Mortgagor shall give notice thereof to Mortgagee. Mortgagee may appear in any such proceeding and participate in any such negotiations and may be represented therein by counsel of Mortgagee's choice, all at Mortgagor's cost and expense, and whether or not Mortgagee shall become a party to any such proceeding or negotiations, Mortgagor shall promptly give to Mortgagee copies of all notices, pleadings, judgments, determinations and other papers received by Mortgagor therein. Mortgagor shall not enter into any agreement consenting to or acquiescing in the taking of the Mortgaged Property, or any part thereof, by any governmental agency or instrumentality, or other person or legal entity authorized to acquire the same in expropriation, condemnation or by eminent domain unless Mortgagee shall have first consented thereto in writing.

Section 7.02 **Condemnation Awards and Proceeds.** Any award whether paid as a result of a negotiated settlement or judgment, shall be paid to Mortgagee (Mortgagor hereby assigning such award to Mortgagee), and Mortgagee is hereby irrevocably constituted and appointed the true and lawful attorney in fact, coupled with an interest and with full power of substitution, delegation, and revocation, of Mortgagor for such purpose and as such is duly authorized and empowered to collect and receive the total amount of such award, including interest, and to give proper receipts and acquittances therefor. All awards payable to Mortgagee as a result of such taking shall, at the option of Mortgagee, be applied to the payment and discharge of the Indebtedness in such order as Mortgagee shall so elect or to the repair, restoration and alteration of the Mortgaged Property as Mortgagee shall from time to time determine. In the event that Mortgagee elects to apply such award to the repair, restoration and alteration of the Mortgaged Property, Mortgagor shall promptly, at Mortgagor's own expense, repair, restore and alter the Mortgaged Property to the extent required as a result of such taking, or any damage occasioned thereby, so that the Mortgaged Property shall thereafter constitute a complete architectural unit.

Section 7.03 **Collateral Assignment as Additional Security.** As additional collateral security for the payment of the Indebtedness, Mortgagor hereby assigns, pledges and grants a security interest in any and all of Mortgagor's present and future rights, title and interest in and to the proceeds of any award or claim for direct or consequential damages relating to any condemnation, expropriation, conveyance, or other taking of all or any part of the Mortgaged Property by any governmental authority, including, without limitation, any awards resulting from a change or grade of streets and award for severance damages, and further including the right to receive such condemnation proceeds directly from such a governmental authority and, where applicable, to enforce any rights that Mortgagor may have to collect such condemnation proceeds as provided herein.

ARTICLE VIII. EVENTS OF DEFAULT

Section 8.01 **Events of Default.** The occurrence of any of the following shall constitute an event of default (individually, collectively and interchangeably, an "Event of Default") under this Mortgage:

- (a) Borrower's failure to pay in accordance with the Note or under the Indebtedness or under any other obligation to Mortgagee under this Mortgage, or under any other promissory note, loan or credit agreement, environmental agreement, guaranty, security agreement, mortgage, deed of trust, or any other instrument, agreement or document, whether now existing or hereafter arising, executed in favor of Mortgagee (individually, collectively and interchangeably, the "Related Documents");
- (b) the failure of any Obligor to observe or perform promptly when due any covenant, agreement or obligation due to Mortgagee under this Mortgage or under the Related Documents;
- (c) the material inaccuracy at any time of any warranty, representation or statement made to Mortgagee by any Obligor under this Mortgage or under any Related Document;
- (d) any judgment, garnishment, seizure, tax lien, levy or other Encumbrance against any assets of any Obligor;
- (e) any material adverse change in the financial condition of Obligor, or any material discrepancy between the financial statements submitted by Obligor and the actual factual condition of Obligor;
- (f) any discontinuance or termination by guarantor of any guaranty of all or any portion of the Indebtedness;
- (g) the insolvency, or the execution of an assignment for the benefit of creditors, the appointment of a receiver of any property of any Obligor, or the filing of a petition in bankruptcy by or against any Obligor, or the commencement of any proceeding in bankruptcy, or otherwise relating to the relief of debtors or the relief, postponement or adjustment of any

indebtedness of any Obligor through reorganization, composition, extension or otherwise, unless the proceeding is terminated within 20 days of its commencement; or

(h) should Obligor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of the Mortgaged Property or ability to repay the Indebtedness or perform Obligor's obligations under this Mortgage or any of the Related Documents.

In addition to the Events of Default provided above, the death of any guarantor of the Indebtedness shall be an Event of Default if Mortgagee, in its reasonable discretion, determines that such death, the succession proceedings, or the disposition of the estate of the deceased guarantor (including rights in trust) may have a material adverse effect on the repayment of the Note or the Indebtedness, the enforceability or collectability of any of the collateral documents securing all or any portion of the Indebtedness or the deceased guarantor's guaranty obligation.

Section 8.02 Mortgagee's Rights Upon an Event of Default. Should one or more Event of Default occur or exist under this Mortgage, as provided above, Mortgagee, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies provided by law:

(a) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to the Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Shelby County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

(b) Seizure and Sale of Mortgaged Property. In the event that Mortgagee elects to commence appropriate Alabama foreclosure proceedings under this Mortgage, Mortgagee may cause the Mortgaged Property, or any part or parts thereof, to be immediately seized and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Alabama law, to the highest bidder for cash, with or without appraisal, and without the necessity of making additional demand upon or notifying Mortgagor or placing Mortgagor in default, all of which are expressly waived.

(c) Keeper or Receiver. Should any or all of the Mortgaged Property be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as Keeper or Receiver of the Mortgaged Property as may be provided under Alabama law. Such a Keeper or Receiver shall be entitled to reasonable compensation. Mortgagor agrees to pay the reasonable fees, which are hereby fixed at \$250.00 per hour, which compensation to the Keeper shall also be secured by this Mortgage in the form of an Additional Advance as provided in this Mortgage.

(d) Specific Performance. Mortgagee may, in addition to or in lieu of the foregoing remedies, in Mortgagee's sole discretion, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained in this Mortgage or in aid of the execution or enforcement of any power in this Mortgage granted.

(e) Election of Remedies. Except as may be prohibited by applicable law, all of Mortgagee's rights and remedies, whether evidenced by this Mortgage or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Mortgagor under this Mortgage, after Mortgagor's failure to perform, shall not affect Mortgagee's right to declare a default and exercise its remedies under this Mortgage or other Related Documents. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Mortgagee following an Event of Default, or in any way to limit or restrict the rights and ability of Mortgagee to proceed directly against Mortgagor and/or against any other co-maker, guarantor, surety or endorser of the Indebtedness, and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

ARTICLE IX.
INDEMNITY

Section 9.01 IN ADDITION TO ALL OTHER INDEMNIFICATIONS HEREIN, MORTGAGOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS MORTGAGEE, THEIR PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, INSURERS, ATTORNEYS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, COST, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES), ACTION, CAUSE OF ACTION, PROCEEDING, CLAIM OR DISPUTE INCURRED OR SUFFERED BY MORTGAGEE OR TRUSTEE, WHETHER VOLUNTARILY OR INVOLUNTARILY INCURRED OR SUFFERED, IN RESPECT OF THE FOLLOWING:

- (a) ANY LITIGATION CONCERNING THIS MORTGAGE, THE NOTE, THE RELATED DOCUMENTS OR THE MORTGAGED PROPERTY, OR ANY INTEREST OF MORTGAGOR OR MORTGAGEE THEREIN, OR THE RIGHT OF OCCUPANCY THEREOF BY MORTGAGOR OR MORTGAGEE, WHETHER OR NOT ANY SUCH LITIGATION IS PROSECUTED TO A FINAL, NON-APPEALABLE JUDGMENT;**
- (b) ANY DISPUTE, INCLUDING DISPUTES AS TO THE DISBURSEMENT OF PROCEEDS OF THE NOTE NOT YET DISBURSED, AMONG OR BETWEEN ANY OF THE CONSTITUENT PARTIES OR OTHER PARTNERS OR VENTURERS OF MORTGAGOR IF MORTGAGOR IS A GENERAL OR LIMITED PARTNERSHIP, OR AMONG OR BETWEEN ANY EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS OF MORTGAGOR IF MORTGAGOR IS A CORPORATION, OR AMONG OR BETWEEN ANY MEMBERS, TRUSTEES OR OTHER RESPONSIBLE PARTIES IF MORTGAGOR IS A LIMITED LIABILITY COMPANY, ASSOCIATION, TRUST OR OTHER ENTITY;**
- (c) ANY ACTION TAKEN OR NOT TAKEN BY MORTGAGEE WHICH IS ALLOWED OR PERMITTED UNDER THIS MORTGAGE OR ANY OF THE RELATED DOCUMENTS RELATING TO MORTGAGOR, THE MORTGAGED PROPERTY, ANY CONSTITUENT PARTIES OR OTHERWISE IN CONNECTION WITH THE RELATED DOCUMENTS, INCLUDING WITHOUT LIMITATION, THE PROTECTION OR ENFORCEMENT OF ANY LIEN, SECURITY INTEREST, ASSIGNMENT AND/OR ENFORCEMENT OF THE ASSIGNMENT OF LEASES AND RENTS, OR OTHER RIGHT, REMEDY OR RECOURSE CREATED OR AFFORDED BY THIS MORTGAGE, THE NOTE OR THE RELATED DOCUMENTS;**
- (d) THE USE, GENERATION, MANUFACTURE, PRODUCTION, STORAGE, RELEASE, THREATENED RELEASE, DISCHARGE, DISPOSAL, OR PRESENCE OF A HAZARDOUS SUBSTANCE ON, UNDER OR ABOUT THE MORTGAGED PROPERTY, WHETHER KNOWN OR UNKNOWN AT THE TIME OF THE EXECUTION HEREOF, INCLUDING WITHOUT LIMITATION (i) ALL FORESEEABLE CONSEQUENTIAL DAMAGES OF ANY SUCH USE, GENERATION, MANUFACTURE, PRODUCTION, STORAGE, RELEASE, THREATENED RELEASE, DISCHARGE, DISPOSAL, OR PRESENCE, AND (ii) THE COSTS OF ANY REQUIRED OR NECESSARY ENVIRONMENTAL INVESTIGATION OR MONITORING, ANY REPAIR, CLEANUP, OR DETOXIFICATION OF THE MORTGAGED PROPERTY, AND THE PREPARATION AND IMPLEMENTATION OF ANY CLOSURE, REMEDIAL, OR OTHER REQUIRED PLANS;**
- (e) THE EXERCISE OF THE RIGHTS OR REMEDIES HEREUNDER, AND FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST THE MORTGAGEE BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS, OR AGREEMENTS CONTAINED IN ANY LEASE; AND**
- (f) ANY ACTION BROUGHT BY MORTGAGEE AGAINST MORTGAGOR UNDER THIS MORTGAGE, THE NOTE, OR THE RELATED DOCUMENTS, WHETHER OR NOT SUCH ACTION IS PROSECUTED TO A FINAL, NON-APPEALABLE JUDGMENT.**

Section 9.02 MORTGAGEE MAY EMPLOY AN ATTORNEY OR ATTORNEYS TO PROTECT OR ENFORCE ITS RIGHTS, REMEDIES AND RECOURSES UNDER THIS MORTGAGE, THE NOTE, AND THE RELATED DOCUMENTS, AND TO ADVISE AND DEFEND MORTGAGEE WITH RESPECT TO ANY SUCH ACTIONS AND OTHER MATTERS. MORTGAGOR SHALL REIMBURSE MORTGAGEE FOR ITS ATTORNEYS' FEES AND EXPENSES (INCLUDING EXPENSES AND COSTS FOR EXPERTS) IMMEDIATELY UPON RECEIPT OF A WRITTEN DEMAND THEREFOR, WHETHER ON A MONTHLY OR OTHER TIME INTERVAL, AND WHETHER OR NOT AN ACTION IS ACTUALLY COMMENCED OR CONCLUDED. ALL OTHER REIMBURSEMENT AND INDEMNITY OBLIGATIONS HEREUNDER SHALL BECOME DUE AND PAYABLE WHEN ACTUALLY INCURRED BY MORTGAGEE. ANY PAYMENTS NOT MADE WITHIN FIVE (5) DAYS AFTER WRITTEN DEMAND THEREFOR SHALL BEAR INTEREST AT THE RATE OR RATES PROVIDED IN THE NOTE FROM THE DATE OF SUCH DEMAND UNTIL FULLY PAID. THE PROVISIONS OF THIS SECTION SHALL SURVIVE REPAYMENT OF THE INDEBTEDNESS AND PERFORMANCE OF THE OBLIGATIONS SECURED HEREBY, THE RELEASE OF THE LIEN OF THIS MORTGAGE, ANY FORECLOSURE (OR ACTION IN LIEU OF FORECLOSURE) AND THE EXERCISE BY MORTGAGEE OF ANY AND ALL REMEDIES SET FORTH HEREIN OR IN THE NOTE OR THE RELATED DOCUMENTS.

ARTICLE X.
ADDITIONAL REPRESENTATIONS AND WARRANTIES

Mortgagor further represents, warrants and covenants that:

Section 10.01 **Organization.** Mortgagor is a type of entity described on the first page hereof (to the extent applicable) which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of its organization. Mortgagor is duly authorized to transact business in all other states in which Mortgagor is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Mortgagor is doing business. Specifically, Mortgagor is, and at all times shall be, duly qualified as a foreign Limited Liability Company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Mortgagor has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Mortgagor maintains an office at the address specified on the first page hereof. Unless Mortgagor has designated otherwise in writing, the principal office is the office at which Mortgagor keeps its books and records including its records concerning the Collateral. Mortgagor will notify Mortgagee prior to any change in the location of Mortgagor's state of organization or any change in Mortgagor's name. Mortgagor shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Mortgagor and Mortgagor's business activities.

Section 10.02 **Authorization.** Mortgagor's execution, delivery, and performance of this Mortgage and all the Related Documents have been duly authorized by all necessary action by Mortgagor, do not require the consent or approval of any other person, regulatory authority, or governmental body, and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Mortgagor's articles of organization or membership agreements, or (b) any agreement or other instrument binding upon Mortgagor or (2) any law, governmental regulation, court decree, or order applicable to Mortgagor or to Mortgagor's properties. Mortgagor has the power and authority to enter into the Note and the Related Documents and to grant collateral as security for the Indebtedness. Mortgagor has the further power and authority to own and to hold all of Mortgagor's assets and properties, and to carry on Mortgagor's business as presently conducted.

Section 10.03 **Consents and Approvals.** If notice to or the consent or approval of any governmental body or authority, or any third party (including without limitation, any other creditor of Mortgagor) is now or any time hereafter required in connection with the execution, delivery and performance by Mortgagor of this Mortgage, then (1) with respect to all currently applicable requirements, such notice has been given and consent or approval obtained by Mortgagor prior to the execution hereof and written evidence thereof has been concurrently herewith delivered to Mortgagee, and (2) with respect to such requirements that shall at any time hereafter be imposed or become applicable, such notice will be given and such consent or approval will be obtained by Mortgagor prior to the time such failure to do so will constitute a violation of law or result in any breach, default or failure by Mortgagor under any contract or instrument, and written evidence thereof will at such time be delivered to Mortgagee.

Section 10.04 **Perfection of Security Interests.** Except for the recordation of this Mortgage, no filing or recording of this Mortgage, or with respect to Mortgagee's security interest granted hereunder, is necessary or advisable in any jurisdiction, or before, or with any governmental or private regulatory body, in order to establish and perfect Mortgagee's security rights and interest in the Mortgaged Property or the Rights of Mortgagor collaterally assigned and pledged hereunder, with respect to Mortgagor or any of Mortgagor's present and future creditors, or any other third party or parties whatsoever.

Section 10.05 **Additional Assurances; Legal Opinions and Certificates.** Mortgagor further agrees to deliver to Mortgagee such other documents, including without limitation, such legal opinions and other certificates as Mortgagee may reasonably request to show Mortgagor's compliance with the foregoing and/or with the other representations, warranties and covenants of Mortgagor contained herein.

ARTICLE XI.
GENERAL PROVISIONS

Section 11.01 **Execution of Additional Documents.** Mortgagor agrees to execute all additional documents, instruments and agreements that Mortgagee may deem to be necessary and proper, within its sole discretion, in form and substance satisfactory to Mortgagee, to keep this Mortgage in effect, to better reflect the true intent of this Mortgage, and to consummate fully all of the transactions contemplated hereby and by any other agreement, instrument or document heretofore, now or at any time or times hereafter executed by Mortgagor and delivered to Mortgagee.

Section 11.02 **Estoppel Certificate.** Within ten (10) calendar days after being requested to do so by Mortgagee, Mortgagor will execute and deliver to Mortgagee an estoppel certificate identifying this Mortgage and the Indebtedness secured hereby, and all documents and instruments executed in connection herewith and therewith, and acknowledging the status of this

Mortgage, and further acknowledging and agreeing to such notice provisions and other matters as may be reasonably required by Mortgagee.

Section 11.03 **Inspection of Mortgaged Property.** Mortgagee and Mortgagee's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Mortgaged Property wherever located.

Section 11.04 **Audits.** Mortgagee and its agents may also periodically conduct audits of Mortgagor's books and records that in any way pertain to the Mortgaged Property, the foregoing Rights and any part or parts thereof.

Section 11.05 **Application of Payments.** Mortgagor agrees that all payments and other sums and amounts received by Mortgagee under the Indebtedness or under this Mortgage, including, but not limited to, the net proceeds of any judicial or other sale, of any charter, management or other use of the Mortgaged Property by Mortgagee, of any claim for damages to the Mortgaged Property and of any insurance proceeds received by Mortgagee (except to the extent that such insurance proceeds are to be paid to Mortgagor pursuant to any other provisions of this Mortgage) shall be held and applied by Mortgagee from time to time in accordance with the terms of the Note.

Section 11.06 **Taxation.** In the event that there should be any change in law with regard to taxation of mortgages or the debts they secure, Mortgagor agrees to pay any taxes, assessments or charges that may be imposed upon Mortgagee as a result of this Mortgage. Mortgagor further agrees to promptly pay when due, or if, at Mortgagee's option, Mortgagee has paid them on Mortgagor's behalf, to promptly reimburse Mortgagee for, all sales, use, excise, stamp, personal Mortgaged Property and other taxes, assessments and governmental charges, however designated, any amounts in lieu of such taxes, assessments and charges, and any penalties and interest on any of the foregoing, imposed, levied or based upon or in connection with (A) the purchase, ownership, use, or financing of any of the Mortgaged Property or Mortgagor's collaterally assigned and pledged Rights, (B) receipts by Mortgagee with respect to the Indebtedness, or (C) this Mortgage or any instrument or instruments evidencing the Indebtedness, or the filing or recording of any thereof, whether the same may be payable by or assessed to Mortgagee or Mortgagor and whether assessed during or after the expiration of this Mortgage (excluding, however, any tax on or measured by Mortgagee's net income), and Mortgagor shall hold and save Mortgagee free and harmless therefrom.

Section 11.07 **Additional Waivers.** In granting this Mortgage, Mortgagor waives any and all homestead exemptions and other rights and all other exemptions from seizure or sale with regard to the Mortgaged Property to which Mortgagor may be entitled under the laws of the State of Alabama. Mortgagor is also waiving the production of Mortgage, Conveyance and any and all other Certificates and relieves and releases the Notary Public before whom this Mortgage was passed from all responsibility and liability in connection therewith.

Section 11.08 **Amendments.** No amendment, modification, consent or waiver of any provision of this Mortgage, and no consent to any departure by Mortgagor therefrom, shall be effective unless the same shall be in writing signed by a duly authorized officer of Mortgagee, and then shall be effective only as to the specific instance and for the specific purpose for which given.

Section 11.09 **Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Section 11.10 **Effect of Waivers.** Any failure or delay on the part of the Mortgagee to exercise any of the rights and remedies granted under this Mortgage or under any other agreement or agreements by and between Mortgagor and Mortgagee, shall not have the effect of waiving any of Mortgagee's rights and remedies. Any partial exercise of any rights and remedies granted to Mortgagee shall furthermore not constitute a waiver of any of Mortgagee's other rights and remedies; it being Mortgagor's intent and agreement that all of Mortgagee's rights and remedies shall be cumulative in nature. Furthermore, any failure on the part of Mortgagee at any time or times hereafter to require strict performance by Mortgagor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument now or hereafter executed by Mortgagor and delivered to Mortgagee, shall not waive, affect, or diminish

the rights of Mortgagee to thereafter demand strict compliance and performance therewith and with respect to all other provisions, warranties, terms and conditions contained herein or therein. None of the warranties, conditions, provisions and terms contained in this Mortgage or any other agreement, document, or instrument now or hereafter executed by Mortgagor and delivered to Mortgagee, shall be deemed to have been waived by any act or knowledge of Mortgagee, its agents, directors, officers or employees; but only by an instrument in writing specifying such waiver, signed by a duly authorized officer of Mortgagee and delivered to Mortgagor. A waiver or forbearance on the part of Mortgagee as to one Event of Default shall not constitute a waiver or forbearance as to any other or subsequent default.

Section 11.11 **Final Agreement.** This Mortgage represents the final, entire agreement between the parties with respect to the subject matter hereof. No course of dealing, course of performance, usage of trade or evidence of any prior, contemporaneous or subsequent oral agreements or discussions or other extrinsic evidence of any nature shall be used to contradict, vary, supplement or modify any term of this Mortgage. There are no oral agreements between the parties. The provisions hereof may be amended or waived only by an instrument in writing signed by Mortgagor and Mortgagee.

Section 11.12 **Successors and Assigns Bound; Solidary Liability.** Mortgagor's obligations and agreements under this Mortgage shall be binding upon Mortgagor's successors, heirs, legatees, devisees, administrators, executors and assigns. In the event that there is more than one Mortgagor under this Mortgage, all of the agreements and obligations made and/or incurred by Mortgagors under this Mortgage shall be on a "solidary" or "joint and several" basis.

Section 11.13 **Governing Law.** This Mortgage will be governed by federal law applicable to Mortgagee and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Mortgage has been accepted by Mortgagee in the State of Alabama.

Section 11.14 **SUBMISSION TO JURISDICTION.** MORTGAGOR HEREBY IRREVOCABLY SUBMITS AND CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN ALABAMA LOCATED IN THE SAME JUDICIAL DISTRICT AS THE MORTGAGED PROPERTY, AND AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS MORTGAGE SHALL BE LITIGATED ONLY IN ONE OF THE FOREGOING DESCRIBED COURTS. MORTGAGOR, FOR ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS AND ANY PERSON CLAIMING UNDER OR THROUGH ANY OF THEM, HEREBY KNOWINGLY WAIVES ANY AND ALL RIGHTS TO HAVE THE JURISDICTION AND VENUE OF, AND ANY LITIGATION ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, OR RELATED TO OR FROM THIS MORTGAGE IN ANY OTHER COURT, AND MORTGAGOR HEREBY KNOWINGLY WAIVES ANY AND ALL RIGHTS OR TO TRANSFER, DISMISS, OR CHANGE VENUE TO, TO REMOVE AN ACTION TO, OR TO TRANSFER, DISMISS, OR CHANGE VENUE TO ANY OTHER COURT. MORTGAGOR FURTHER ACKNOWLEDGES AND AGREES THAT NEITHER MORTGAGEE NOR ANY PERSON ACTING ON BEHALF OF MORTGAGEE HAS IN ANY WAY AGREED WITH OR REPRESENTED TO MORTGAGOR THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN WAIVED OR WILL NOT BE FULLY ENFORCED BY MORTGAGEE.

Section 11.15 **WAIVER OF JURY TRIAL.** MORTGAGOR KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS MORTGAGOR MAY HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BASED ON, ARISING OUT OF, OR IN ANY WAY RELATED TO: THIS MORTGAGE; THE INDEBTEDNESS; ANY NOTES, LOAN AGREEMENTS, OR ANY OTHER RELATED DOCUMENTS OR AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH ANY OF THE INDEBTEDNESS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. THIS JURY WAIVER ALSO APPLIES TO ANY CLAIM OR, COUNTERCLAIM, CAUSE OF ACTION OR DEMAND ARISING FROM OR RELATED TO (I) ANY COURSE OF CONDUCT, COURSE OF DEALING, OR RELATIONSHIP OF MORTGAGOR, ANY OBLIGOR, OR ANY OTHER PERSON WITH MORTGAGEE OR ANY EMPLOYEE, OFFICER, DIRECTOR OR ASSIGNEE OF MORTGAGEE IN CONNECTION WITH THE INDEBTEDNESS WITH MORTGAGEE; OR (II) ANY STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON BY OR ON BEHALF OF MORTGAGEE TO MORTGAGOR, ANY OBLIGOR, OR ANY OTHER PERSON IN CONNECTION WITH THE INDEBTEDNESS OR MORTGAGEE REGARDLESS OF WHETHER SUCH CAUSE OF ACTION ARISES BY CONTRACT, TORT OR OTHERWISE. MORTGAGOR ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE MORTGAGEE IN EXTENDING CREDIT TO THE MORTGAGOR, THAT THE MORTGAGEE WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT MORTGAGOR HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. MORTGAGOR FURTHER CERTIFIES THAT NO PERSON HAS REPRESENTED TO IT, EXPRESSLY OR OTHERWISE, THAT MORTGAGEE OR ANY OTHER PERSON WOULD NOT, IN THE EVENT OF A LEGAL PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER.

Section 11.16 **Severability.** If any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Mortgage shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Mortgage shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Mortgage, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

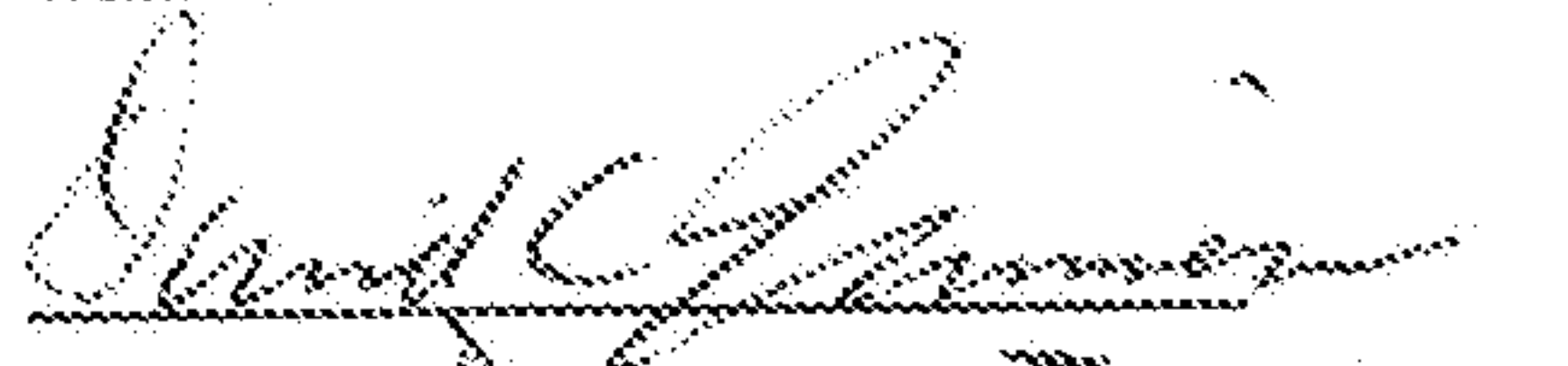
Section 11.17 **Notices.** To give Mortgagor any notice required under this Mortgage, Mortgagee may hand deliver or mail the notice to Mortgagor at Mortgagor's last address in Mortgagee's records. If there is more than one Mortgagor under this Mortgage, notice to a single Mortgagor shall be considered as notice to all Mortgagors. To give Mortgagee any notice under this Mortgage, Mortgagor (or any Mortgagor) shall mail the notice to Mortgagee by registered or certified mail at the address for Mortgagee set forth on the first page hereof, or at any other address that Mortgagee may have given to Mortgagor (or any Mortgagor) by written notice as provided in this section. All notices required or permitted under this Mortgage must be in writing and will be considered as given on the day it is delivered by hand or deposited in the U.S. Mail as provided herein.

Section 11.18 **Sole Discretion of Mortgagee.** Whenever Mortgagee's consent or approval is required under this Mortgage, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Mortgagee and Mortgagee's decision shall be final and conclusive.

Section 11.19 Waiver of Certificates. The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, chattel mortgage, assignment of accounts, and all other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

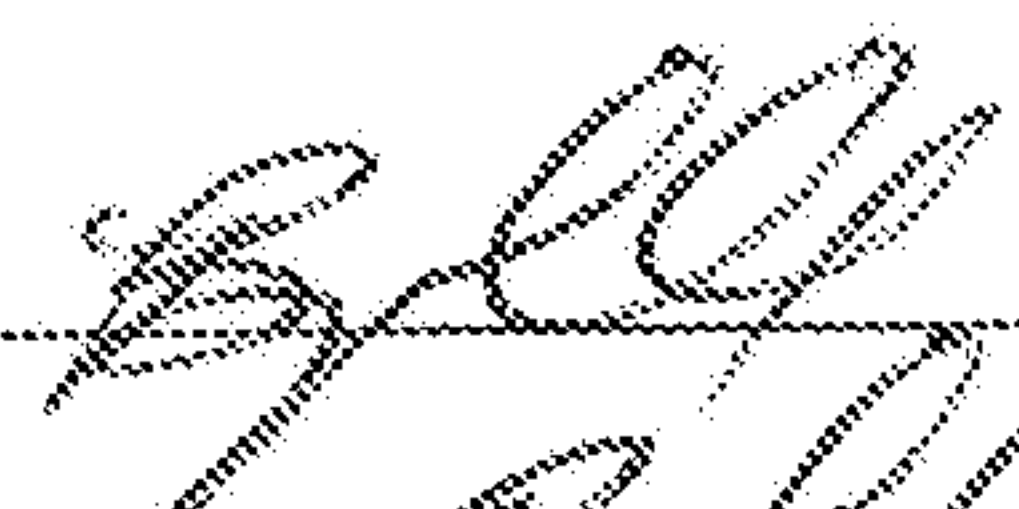
THUS DONE AND PASSED, on the date hereinabove first written in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with Mortgagor after reading of the whole document.

Witnesses:


Print Name: David C. Jamieson

Print Name: _____

Mortgagor:
MAC GROUP, LLC

By: 
Name: Bryan Conwill
Title: Managing Member

STATE OF ALABAMA)
ss.
JEFFERSON COUNTY)

Before me, on this 28th day of September, 2015, the undersigned authority in and for said County and State, personally appeared Bryan Conwill, whose name as Managing Member of MAC GROUP, LLC, is signed and who is known to me, states that being informed of the contents of said conveyance, he, as such officer and with full authority, executed same voluntarily for and as the act of said Limited Liability Company.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 26, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS


Notary Public

My commission expires: _____

This instrument was prepared by: David Jamieson, Attorney
Jamieson & Hirschfield, LLC
205 N. 20th Street, Suite 903
Birmingham, AL 35203

EXHIBIT "A"

Property Address:

516 2nd Avenue, West, Helena, AL 35080

Legal Description:

The Easterly 100 feet of Lots 5 and 6, Block 8, according to the Joseph Squire's Map of the Town of Helena, as recorded in Map Book 3, Page 121, in the Probate Office of Shelby County, Alabama. Situated in the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 15, Township 20 South, Range 3 West.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/31/2016 04:02:02 PM
\$181.50 CHERRY
20160831000316840

A handwritten signature in black ink, likely of the Probate Judge, James W. Fuhrmeister.