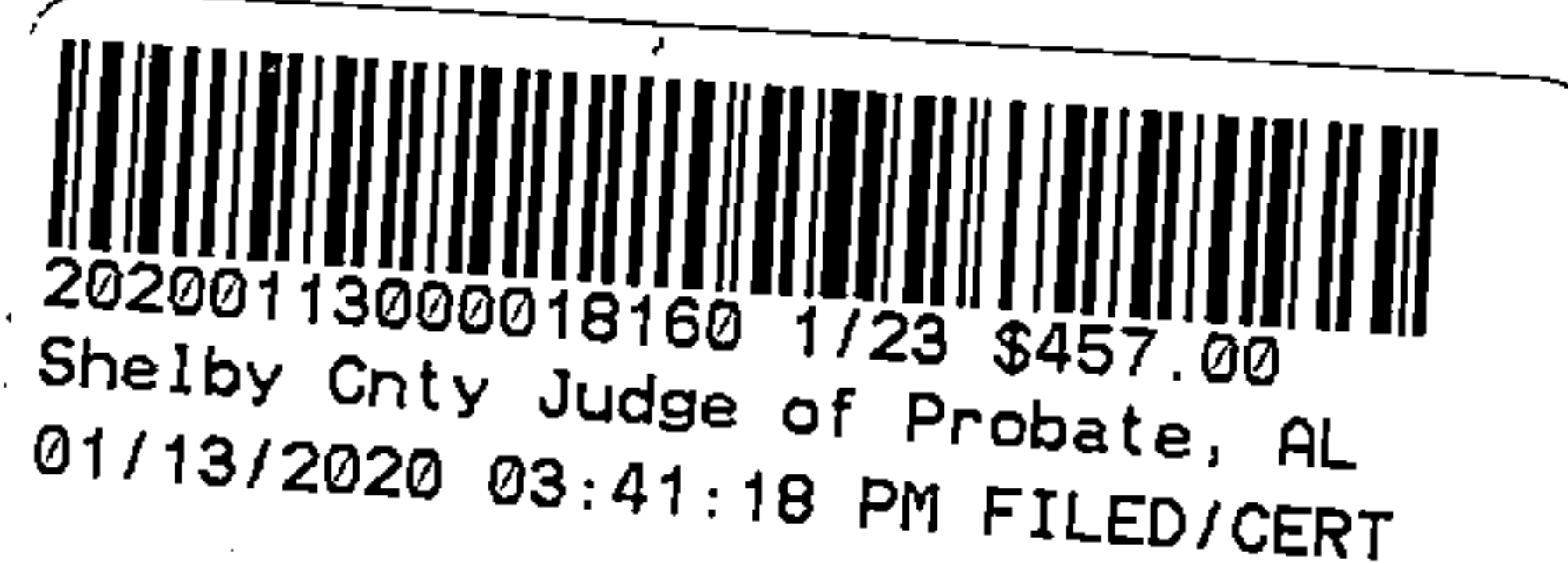


Prepared by
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408 Hollywood Blvd.
Ste. 100
Birmingham, AL 35209



THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT - OR THE PRINCIPAL BALANCE DUE UPON MATURITY - IS \$186,990.59 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE

MORTGAGE AND SECURITY AGREEMENT

Future Advances

Notice: This Mortgage Secures all future advances from Lender to Mortgagor, as defined below; however, in no event shall the principal amount secured at any one time exceed the sum of \$246,000.00

THIS MORTGAGE DEED AND SECURITY AGREEMENT (hereinafter, the "Mortgage") made and executed this 27th day of March, 2019, by **EMM Auto LLC, an Alabama Limited Liability Company**, whose address is **1497 Secretariat Drive, Helena, AL 35080** (hereinafter, shall be referred to as "Mortgagor" and/or "Debtor" and/or "Borrower"), to and in favor of **Renasant Bank**, whose address is **2001 Park Place, 600, Birmingham, AL 35203** (referred to as "Mortgagee" or "Lender") and secured party.

RECITALS:

WHEREAS, Mortgagee has extended to **Borrower** a certain commercial business loan in the amount of **TWO HUNDRED FORTY-SIX THOUSAND AND 00/100 Dollars (\$246,000.00)** (the "Loan") pursuant to the terms of the two balloon promissory Notes, of even date herewith, executed by Borrower and Mortgagor, first note in the amount of \$195,000.00 (the "Note A") and the second note in the amount of \$51,000.00 (the "Note B") as the same may be amended,

modified, supplemented, extended, substituted and restated from time to time, collectively (the "Note"); and

WHEREAS, the total indebtedness secured by this Mortgage is **TWO HUNDRED FORTY-SIX THOUSAND AND 00/100 Dollars (\$246,000.00)**, plus interest, costs, fees and all other charges and expenses secured herein.

WHEREAS, the execution and delivery of this Mortgage is a condition precedent to Mortgagee's obligation to extend the Loan to Mortgagor.

WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to Mortgagee and this Mortgage is given to secure and shall secure the following (hereinafter referred to collectively as the "Indebtedness"):

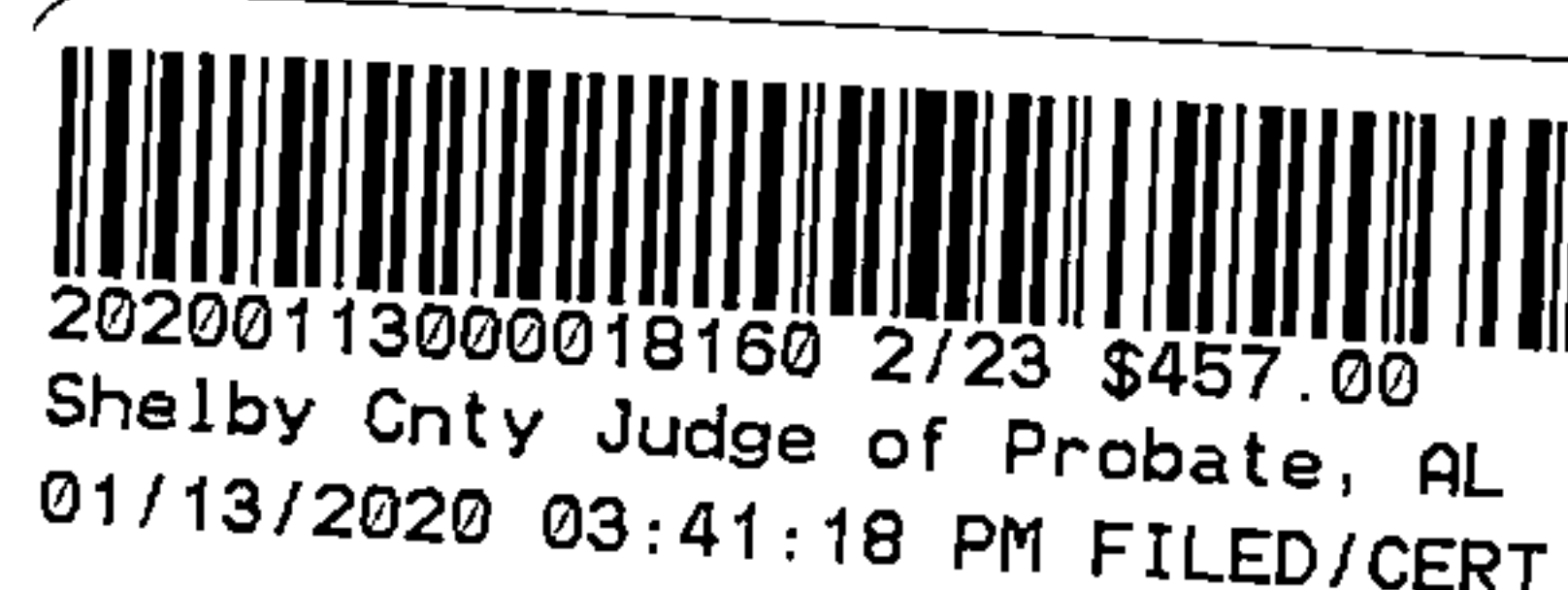
a) the payment of any sums and all sums, principal, interest and agreed charges, becoming due and payable by the Mortgagor under or with respect to the Notes, of even date herewith, in the original principal amount of **\$246,000**, executed by the Borrower in favor of the Mortgagee and personally guaranteed by **Douglas M. Melton and by Melton Automotive, Inc.** (hereinafter referred to as "Guarantor"); and

b) the payment of any and all sums now or hereafter becoming due and payable by the Mortgagor to the Lender under the terms of this Mortgage, including but not limited to, advances made by the Lender pursuant to the terms and conditions of this Mortgage, and

c) the payment of all renewals and extensions of any or all obligations of the Mortgagor described in (a) and (b), above, whether or not any renewal or extension agreement is executed in connection therewith; and

d) the full and complete performance of each and every obligation, covenant, duty and agreement of the Mortgagor contained in this Mortgage; and

WHEREAS, the Mortgagee, as a condition precedent to the extension of credit or the making of the loan evidenced by the Notes has required that the Mortgagor provide Mortgagee



with security for the payment or repayment of the Indebtedness represented by the Notes as well as for the performance, observance and discharge by the Mortgagor of the various covenants, stipulations and agreements made by the Mortgagor to, with, in favor and for the benefit of Mortgagee with respect to the Indebtedness and such security.

The Notes and this Mortgage and any other document or instrument executed and delivered by Mortgagor to and in favor of Mortgagee as security for or evidence of the Loan, are hereinafter referred to collectively as the ("Loan Documents").

NOW THEREFORE, in consideration and in order to secure the payment or repayment of the indebtedness evidenced and represented by the Notes, together with interest on the Indebtedness, as well as the payment of all other sums of money secured hereby, as hereinafter provided, and also to secure the observance performance and discharge by the Mortgagor of all covenants, stipulations and agreement set forth in the Notes, this Mortgage and in all other Loan Documents and in order to charge the properties, interests and rights hereinafter described with such payment, observance, performance and discharge, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, pledge, deliver, set over, hypothecate, warrant and confirm unto Mortgagee, its successors and assigns forever, the following described properties, rights and interests (all of which are hereinafter referred to as the "Mortgaged Property"), to wit:

ALL THAT certain pieces, parcels or tracts of land or real property owned by the Mortgagor located at **718 Fulton Springs Road, Alabaster, AL 35007** (hereinafter referred to as the "Real Property") of which the Mortgagor is now seized and in actual or constructive possession, legally described as follows:

SEE LEGAL DESCRIPTION FOR REAL PROPERTY AT **EXHIBIT "A"**

TOGETHER WITH all buildings, structures and other improvements of any kind, nature, or description (hereinafter sometimes together referred to as the "Improvements") now or hereafter erected, constructed, placed or located upon said Real Property, including, without limitation, any and all, additions to substitutions for or replacements of such Improvements;

TOGETHER WITH all and singular, the tenements hereditaments, strips and gores, rights-of-way, easements, privileges and other appurtenances now or hereafter belonging or in any way appertaining to the Real Property including, without limitation, all right, title, interest of the Mortgagor in any after acquired right, title, interest, remainder or reversion, in and to the beds of any ways, streets, avenues, roads, alleys, passages and public places, pen or proposed, in front of, running through, adjoining or adjacent to said Real Property (hereinafter, "Appurtenances")

TOGETHER WITH any and all lease, rents, royalties, issues, revenues, profits, proceeds, income and other benefits, including accounts receivable, of, accruing to or derived from the Real Property, Improvements and Appurtenances (hereinafter sometimes together referred to as "Rents");



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AS WELL AS all fixtures, goods, chattels, construction, materials, furniture, furnishings, equipment, machinery, apparatus, appliances, and other items of personal property, whether tangible or intangible, of any kind, nature or description, whether now owned or hereafter acquired by the Mortgagor, which is, are or shall hereafter be located upon, attached, affixed to or used, either directly or indirectly, in connection with the complete and comfortable use, occupancy and operation of said Real Property and Improvements, including, without limitation, any and all licenses, any and all permits or franchises, used or required in connection with such use, occupancy or operation, together with any and all additions, replacements or substitutions thereto, thereof, or therefore as well as proceeds thereof or therefrom regardless of form (hereinafter referred to as "Fixtures and Personal Property"). The Mortgagor hereby expressly grants to Mortgagee a present security interest in and lien and encumbrance upon said Fixtures and Personal Property;

TO HAVE AND TO HOLD all of the same unto the Mortgagee and its successors and assigns in fee simple forever;

ARTICLE I

REPRESENTATIONS AND WARRANTIES

Mortgagor hereby represents and warrants to Mortgagee that:

1.1 Validity of Loan Documents. (i) The execution, delivery and performance by Mortgagor of the Loan Documents, and the borrowing evidenced by the Notes, will not violate any governmental requirement, or any indenture, agreement or other instrument to which Mortgagor is a party or by which it or any of its property is bound, or be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets, except as contemplated by the provisions of the Loan Documents; and (ii) the Loan Documents constitute the legal, valid and binding obligations of Mortgagor and other obligors named therein, if any, in accordance with their respective terms.

1.2 Other Agreements. Mortgagor is not a party to any agreement or instrument materially and adversely affecting it or its present or proposed businesses, properties or assets, operation or condition, financial or otherwise, and Mortgagor is not in default in the performance, observance or fulfillment of any of the material obligations, covenants or conditions set forth in any agreement or instrument to which it is a party.

1.3 Other Information. All other information, including reports, certificates, papers, data and otherwise given and to be given to Mortgagee with respect (i) to Mortgagor (ii) to the Loan and (iii) to others obligated under the terms of the Loan Documents, are true, accurate and correct in all material respects and complete.

1.4 Title.

(a) Mortgagor hereby represents and warrants that Mortgagor is indefeasible seized of the Mortgaged Property and has good right, full power, and lawful authority to convey and encumber all of the same aforesaid; Mortgagor hereby fully warrants the title to the Mortgaged



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Property and will defend the same and the validity and priority of the lien and encumbrance of this Mortgage against the lawful claims of all persons whomsoever; and the Mortgaged Property is free and clear of all liens and encumbrances of any kind, nature or description; save and except any (with respect to said Real Property, Improvements and Appurtenances) real property taxes for years subsequent to **2019**.

(b) PROVIDED ALWAYS, however, that if the Mortgagor shall pay unto the Mortgagee the indebtedness evidenced and represented by the Notes and if the Mortgagor shall duly, promptly and fully perform, discharge, execute, discharge, execute, effect, complete and comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Notes, this Mortgage and all other Loan Documents, then this Mortgage and the estates and interest hereby granted and created shall cease, terminate and be null and void;

1.5 Hazardous Substances.

(a) To Mortgagor's knowledge and belief, the Mortgaged Property is not now nor has it been, in violation of any applicable federal, state or local law, statute, ordinance, code, rule or regulation, including but not limited to, any Environmental Law; the Mortgaged Property is free of Hazardous Substances; and there are not pending investigations, claims or threats of claims with respect to the Mortgaged Property by any governmental authority or other person relating to any Environmental Law.

(b) As used in this Mortgage "Hazardous Substances" shall mean and include all pollutants, containment, toxic or hazardous wastes, and other substances (including, without limitation, asbestos and urea formaldehyde foam insulation), the removal of which is required or the manufacture, use, maintenance or handling of which is regulated, restricted, prohibited or penalized by any Environmental Law, or even though not so regulated, restricted, prohibited or penalized, might pose a hazard to the health and safety of the occupants of the property on which it is located or the occupants of the property/adjacent thereto. Environmental Law" shall mean and include any federal, state or local law or ordinance relating to pollution or protection of the environment including any relating Hazardous Substances, and any and all regulations, codes, plans, orders, decrees, judgments, injunctions, notices and demand letters issued, entered, promulgated or approved thereunder.

1.6 Litigation. There are no judgments outstanding against Mortgagor and there is no action, suit, proceeding, or investigation now pending (or to the best of Mortgagor's knowledge after diligent inquiry, threatened) against, involving or affecting Mortgagor, or the Mortgaged Property, or any part thereof, at law, in equity or before any governmental authority that if adversary determined as to the Mortgaged Property, or as to the Mortgagor would result in a material adverse change in the business or financial condition of the Mortgagor, or Mortgagor's ownership of the Mortgaged Property, nor is there any basis for such action, suit, proceeding or investigation.

1.7 No violations. Mortgagor has not violated any governmental requirement, covenant, condition, restriction, easement or similar matter affecting the Mortgaged Property or Improvements, and Mortgagor has not received any notice of violation from any governmental authority or any other person with respect to any of the foregoing matters.

1.8 Taxes. Mortgagor knows of no federal, state, county and municipal income tax returns required to have been filed by it, which through Mortgagor's failure to file could result in a lien against the Mortgaged Property or any pending claim of assessment, which may involve any



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charge being levied or assessed, or which may result in the creation of any lien upon the Mortgaged Property.

1.9 No Default. No default or event of Default exists under any of the Loan Documents; and no event has occurred and is continuing which, with notice or the lapse of time, or both, would constitute a default under any provision thereof.

1.10 Intentionally deleted.

1.11 Condition of Mortgaged Property. The Mortgaged Property or any part thereof, nor existing, is not damaged or injured as a result of any fire, explosion, accident, flood, or other casualty. The Improvements, if any, as of the date of this Mortgage, are free and clear of any defects in material, structure and construction and do not violate any governmental requirements. To the best of Mortgagor's knowledge there is no existing, proposed or contemplated plan to modify or realign any street or highway or any existing, proposed or contemplated eminent domain proceeding that would result in the taking of all or any part of the Mortgaged Property or that would adversely affect the use or the operation of the Mortgaged Property.

1.12 Zoning. The Real Property is zoned so as to permit the Real Property and Improvements to be used for their intended purpose.

1.13 Reliance on Representations. The Mortgagor acknowledges that the Mortgagee has relied upon the Mortgagor's representations, has made no independent investigation of the truth thereof, is not charged with any knowledge contrary thereto that may be received by an examination of the public records and the county(s) wherein the Real Property is located, or that may have been received by an agent of the Mortgagee.

ARTICLE II

COVENANTS OF MORTGAGORS

The Mortgagor, for the benefit of the Mortgagee, and its successors and assigns, does hereby expressly covenant and agree:

2.1 Payment. To pay the principal of the Indebtedness evidenced and represented by the Notes, together with all interest thereon, in accordance with the terms of the Notes, promptly at the time, at the place, and in the manner that said principal and interest shall respectively become due, and to promptly and punctually pay all other sums required to be paid by the Mortgagor pursuant to the terms of the Mortgage.

2.2 Performance. To perform, comply with and abide by each and every one of the covenants, stipulations, agreements and conditions and set forth in said Note, this Mortgage and any and all Loan Documents.

2.3 Maintenance of Property. To keep all Improvements now existing or hereafter erected on the Real Property in good order and repair (normal wear and tear expected) and not to do or permit waste thereof or thereon, nor to alter, remove or demolish any of said improvements or any Fixtures or Personal Property attached or appertaining thereto without the prior written consent of the Mortgagee, not to do or permit any other act whereby the Mortgaged Property shall become less valuable, to be used for purposes contrary to applicable law, or to be used in any manner which will increase the premium for or result in a termination or cancellation of the insurance hereinafter required to be kept and maintained on the Mortgaged Property. In



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furtherance of, and not be away of limitation upon, the foregoing covenant, Mortgagor shall effect such repairs as the Mortgagee may reasonably require, and from time to time make all needful and proper replacements so that said Improvements, appurtenances, Fixtures and Personal Property will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed, Mortgagee, or its agents, shall have the right and shall be permitted, but shall not be required, at all reasonable times, and upon reasonable prior notice thereof, to enter upon and inspect the Mortgaged Property to insure compliance with the foregoing covenants and any and all other covenants, stipulations, agreements and conditions set forth in this Mortgage.

2.4 Payment of Taxes.

(a) In the event Mortgagee does not escrow funds for and pay taxes (as hereinafter defined) Mortgagor shall pay all and singular such taxes, assessments and public charges as are already levied or assessed or that that may be hereafter levied or assessed upon or against the Mortgaged Property, (collectively the "Taxes") when the same shall be become due and payable according to law, before they become delinquent, and before any interest or penalty shall attach thereto, and will deliver official receipts evidencing the payments of the same to the Mortgagee not later than thirty (30) days following the payment of the same, with the exception of ad valorem Taxes which shall be paid no later than November 30 of the year in which such Taxes are assessed and notice of such payment shall be delivered to Mortgagee no later than December 31 of that year.

(b) Notwithstanding anything to the contrary in the foregoing Section 2.4 (a) if required by Mortgagee, Mortgagor shall pay on the payment date of installments of principal and interest as provided in the Notes, together with and in addition to such installments of principal and interest, an installment of the Taxes in an amount sufficient, as estimated by Mortgagee, to accumulate the sum required to pay such taxes, as applicable, thirty (30) days prior to the due date thereof. Amounts held hereunder shall be the Mortgagee's, and no interest shall be payable with respect thereto. Upon demand of Mortgage, Mortgagor shall deliver to Mortgagee, within ten (10) days after such demand, such additional money as is necessary to make up any deficiencies in the amount necessary to enable Mortgagee to pay such Taxes when due. In case of any Event of Default, Mortgagee may apply any amount under this Section remaining to Mortgagor's credit to the reduction of the Indebtedness, at such times and in such manner as Mortgagee shall determine.

2.5 Discharge of Liens. To immediately pay or discharge from time to time when the same shall become due all lawful; claims and demands of mechanics, materialmen, laborers, and others, which, if unpaid, might result in, or permit the creation of, a lien, or encumbrance upon the Mortgaged Property or any part thereof, or on the rents, issues, income, revenues, profits and proceeds arising therefrom, and in general, to do cause to be done everything necessary so that the lien of this Mortgage shall be fully preserved at the cost of the Mortgagor, without expense to the Mortgagee.

2.6 No Subordinate Financing. To not permit or cause any subordinate mortgages, liens or other encumbrances to be imposed against the Mortgage property while there remains any outstanding principal balance of this Mortgage. In the event any mortgage, lien or other encumbrance attached to the Mortgaged Property and is not removed within thirty (30) days of its attaching to said Mortgaged Property, the Mortgagee, or its assigns, may accelerate the outstanding principal balance and all accrued but unpaid interest thereon and exercise all default remedies under this Mortgage and available at law and in equity. The Mortgagee, at its sole,



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absolute and unfettered discretion, shall be entitled to accelerate the maturity of the Indebtedness secured hereby and exercise any and all remedies provided and available to Mortgagee hereunder, in the event that the holder of any secondary or junior lien or encumbrance on the Mortgaged Property shall, through foreclosure or other proceedings, acquire title to the Mortgaged Property.

2.7 Insurance.

(a) To continuously keep the Improvements and the Fixtures and Personal Property now or hereafter existing, erected, installed and located in or upon the Real Property insured against loss or damage by or abatement of rental or other income resulting from flood, fire, windstorm, extended coverage and such other hazards, casualties and contingencies and perils as may be reasonably required by Mortgagee and in an amount which is equal to the full insurable value of the Mortgaged Property during the term hereof. All such insurance shall be carried with such company or companies as may be reasonably acceptable to the Mortgagee and the original policy or policies and renewals thereof, (or at the option of the Mortgagee, duplicate originals or certified copies thereof) together with receipts evidence of payment of the premium therefore shall be deposited with, held by and are hereby assigned to Mortgagee as additional security for the deposit therewith, held by and are hereby assigned to Mortgagee as additional security for the indebtedness secured hereby. Each such policy of insurance shall contain a non-contributing loss payable clause in favor of and in form acceptable to Mortgagee and shall provide for not less than thirty (30) days prior written notice of modifications, cancellation, termination or expiration to Mortgagee. In the event of loss be reason of the hazards, casualties, contingencies and perils for which insurance has been required by the Mortgagee, the Mortgagor and the Mortgagee, at its option, may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee, instead of to the Mortgagor and Mortgagee jointly, and the Mortgagor hereby authorizes Mortgagee to adjust and compromise any losses for which insurance proceeds are payable under any of the aforesaid insurance policies and, after deducting the costs of collection, payable under any of the aforesaid insurance policies and, after deducting the costs of collection, to apply the proceeds of such insurance, at its option, as follows, to wit: (a) first, to the restoration or repair of the insured Improvements, Fixtures, and Personal Property provided that, in the reasonable opinion of the Mortgagee, such restoration or repair is reasonably practical and, provided further, that in the reasonable pinion of the Mortgagee, either: (i) the insurance proceeds collected are sufficient to cover the costs of such restoration or repairs of damage or destruction with respect to which such proceeds were paid, or (ii) the insurance process of collected are not sufficient in themselves to cover the costs of such restoration or repair, but are sufficient therefore when taken together with funds provided and are available by the Mortgagor from other sources; in which event the Mortgagee shall make such insurance proceeds available to the Mortgagor for the purpose of effecting such restoration or repairs; but Mortgagee shall not be obligated to see to the proper application of such insurance proceeds nor shall the amount of funds so released or used to be deemed to be payment of or on account of the Indebtedness secured hereby, and (b) second, to the reduction of the Indebtedness secured hereby as a credit n account thereof in inverse order of maturity in the event that such insurance proceeds are not, in the reasonable opinion of the Mortgaged, sufficient to cover the costs of such restoration repairs, and the Mortgagor does not provide and make available sufficient funds from other sources to make up the deficiency between the amount of insurance proceeds and the estimated costs of such restoration and repairs. None of such actions taken by the Mortgagee shall be deemed to be or result in a waiver or impairment of any equity, lien, or right of the Mortgagee under this Mortgage under this Mortgage or other transfer of title of the Mortgaged Property in extinguishment of the



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Indebtedness secured hereby, all right, title and interest of the Mortgagor in any to any insurance policies then in force and insurance proceeds then payable shall pass to the purchaser or grantee.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Mortgaged Property, any proceeds payable to the Mortgagor are hereby assigned and shall be paid to Mortgagee for application to the sums secured by the Mortgage with any excess paid to the Mortgagor.

2.8 Compliance with Laws.

(a) To observe, abide by and comply with all statutes, ordinances, orders, requirements or decrees relating to the Mortgaged Property enacted, promulgated or issued by any federal, state or municipal authority or any agency or subdivision thereof, and to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, (including, but not limited to, zoning variances, special exceptions and non-confirming uses), privileges, franchises and concessions which are applicable to the Mortgaged Property or which have been granted to or contracted for or by Mortgagor in connection with any existing, presently contemplated or future use of the Mortgaged Property.

2.9 Indemnification.

(a) Mortgagor shall at its own expense, and does hereby agree to, protect, indemnify, defend and hold Mortgagee and its attorneys harmless from and against any and all liability, loss, expense, suits, proceedings, claims, demands, or damages of any kind or nature (including attorneys' fees and expenses paid or incurred in connection therewith) arising out of or by reason of (i) an incorrect legal description of the Real Property, (ii) any action, or inaction of Mortgagee in connection with the Notes, this Mortgage, or any other Loan Documents, (iii) the constructions of the Improvements, (iv) the use and operation of the Mortgaged Property, or (v) the presence on or under, or he escape, seepage, leakage, spillage, discharge, emission, or release from the Mortgage Property (or any part thereof) of any Hazardous Substance (including, without limitation, any limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees, costs of any settlement or judgment or claims asserted, or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called federal, state or local "Superfund" or "Super lien" laws, statutes, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to, or imposing liability, including strict liability, in connection with any Hazardous Substance of standards of conduct concerning any Hazardous Substance), regardless of whether within the control of Mortgagee, so long as the act or omission in question occurs subsequent to Mortgagor's possession of the Mortgaged Property and prior to the sale of the Mortgaged Property and complete dispossession of the Mortgagor therefrom.

(b) The indemnifications of this paragraph shall survive the full payment and performance of the Indebtedness and the satisfaction of this Mortgage.

2.10 Further Assurances. To do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfer, assurances, and other instruments, including security agreements and financing statements, as the Mortgagee shall from time to time require, for the purpose of better assuring, conveying, assigning, transferring and confirming unto the Mortgagee the property and rights hereby encumbered, credited conveyed, assigned or intended now or hereafter so to be encumbered,



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created, conveyed, or assigned or which the Mortgagor may now be or may hereafter become bound to encumber, create, convey, assign to the Mortgagee, for the purpose of carrying out the intentions or facilitating the performance of the terms of this Mortgage, and to pay all filing, registration or recording fees, and all taxes incident to the preparation, execution, acknowledgement, delivery and recordation of any of the same.

2.11 Mortgage Lien. All right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereinabove described, hereinafter acquired by, or released to the Mortgagor, or constructed, assembled or placed by the Mortgagor on the Real Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, from time to time may, either by delivery to Mortgagee or by any instruments (including this Mortgage) be subjected to this Lien and security interest by mortgagor or anyone on behalf of Mortgagor or with Mortgagor's consent and in such case, without further mortgage, conveyance, assignment or other act by the Mortgagor, shall become subject to the lien of and security interest created by this Mortgage as fully and completely and with the same effect as though now owned by the Mortgagor and specifically described herein, but at all times, the Mortgagor will execute and deliver to the Mortgagee any and such further assurances, mortgages, conveyances or assignments thereof or security interests therein as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

2.12 Condemnation. All monetary awards or other monetary compensation heretofore or hereafter to made to the Mortgagor and all subsequent owners of the Mortgaged Property whether such compensation is for any taking by eminent domain, either permanent or temporary, of all part of the said property or any easement or any appurtenances thereto, including severance and consequential damages and change in grade of any street, are assigned to Mortgagee to the extent of the then existing combined unpaid balance of the Notes and any accrued but unpaid interest thereon and, after deducting any expenses of collection, at its option, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the Indebtedness secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the Indebtedness is otherwise adequately secured. Mortgagor further covenants and agrees to give Mortgagee immediate notice of the actual or threatened commencement of any proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee, at any time or times, upon request, free, clear and discharged of any encumbrance of any kind whatsoever, any and all further assignments and/ or other instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all such monetary awards and other monetary compensation heretofore or hereafter to be made to Mortgagee (including the assignment of any award from the United States Government at any time after the allowance of the claim therefore, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof).

2.13 Security Interest. This Mortgage is and shall be deemed to create, grant, give and convey a mortgage of, a lien and encumbrance upon, and a present security interest in both real and personal property, including all improvements, goods, chattels, furniture, furnishings, fixtures, equipment, apparatus, appliances and other items of tangible or intangible personal



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property, hereinabove particularly or generally described and conveyed, whether now or thereafter affixed to, located upon, necessary for or used or useful, either directly or indirectly, in connection with the operation of the Mortgaged Property, and this Mortgage shall also serve as a "Security Agreement" within the meaning of that term as used in the Uniform Commercial Code as adopted and in force from time to time in the State of Alabama (the "Code"), and shall be operative and effective as a Security Agreement in addition to, and not in substitution for , any other Security Agreement executed by the Mortgagor in connection with the extension of credit or loan transaction secured hereby. The Mortgagor agrees to and shall, upon the request of Mortgagee, execute and deliver to Mortgagee, in form satisfactory to Mortgagee, such "Financing Statements", descriptions of property and such further assurances as Mortgagee, in its sole discretion, may from time to time consider necessary to create, perfect, continue and preserve the lien and encumbrances hereof and here including all buildings, improvements, goods, chattels, furniture, furnishings, fixtures, equipment, apparatus, appliances and other items of tangible and intangible personal property herein specifically or generally described and intended to be the subject of the security interest, lien and encumbrance hereby created, granted and conveyed. The Mortgagee, at the expense of the Mortgagor, may or shall cause such statements, descriptions and assurances and this Mortgage to be recorded and re-recorded, filed and re-filed, at such times and in such places as may be required or permitted by law to so create, perfect and preserve the lien encumbrance hereof upon all of said property. Without limitation, Mortgagee, at its election, upon Mortgagor's default under this Mortgage, will have all rights, powers, privileges and remedies from time to time available to a secured party under the provisions of such Code with respect to such property.

2.14 Expenses. In the event that any or all of the Indebtedness secured hereby is placed in the hands of an attorney for collection, or in the event that the Mortgagee shall become a party either as plaintiff or as defendant, in any action, suit, appeal or legal proceeding including, without limitation, foreclosure, condemnation, bankruptcy or administrative proceedings or any proceeding wherein proof of indebtedness in relation to the property described with respect to the lien and security interest granted or created hereby or herein, or for the recovery or protection of the Indebtedness or said property, or for the foreclosure of this Mortgage, the Mortgagor shall save and hold the Mortgagee harmless from and against any and all costs and expenses incurred by the Mortgagee on account thereof, including, but not limited to, reasonable attorneys' fees, whether at the trial or appellate level, title searches and abstract and survey charges, and the Mortgagor shall repay, on demand, all such costs and expenses, together with interest thereon at the highest rate allowed by law, all of which sums, if unpaid, shall be added to and become a part of the Indebtedness secured hereby.

2.15 Transfer of Other Assets. Mortgagor shall not, directly or indirectly, sell, convey, or transfer or permit to be sold, conveyed, or transferred any of its assets to any person or entity to which Mortgagor is related or connected. The term "assets" as used in this Section



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does not include the Mortgaged Property, the sale, conveyance, or transfer of which is prohibited as provided in Section 5.1 hereof.

2.16 Environmental Contamination/Hazardous Substances. Mortgagor shall not permit or cause the Mortgaged Property to be used for the handling, storage, transportation, or disposal of Hazardous Substances.

2.17 Due on Sale or Further Encumbrance. Except as provided herein, the direct or indirect sale, assignment, or conveyance of the Property, or any interest therein, or the further encumbrance of the Property, without Mortgagee's written consent shall, at Mortgagee's option, constitute a Default under this Mortgage. Transfer of control of any interest in the Mortgagor(s) or a transfer of any interest in the Mortgagor(s) shall be deemed a transfer of the Property.

Article III

EVENTS OF DEFAULT

3.1 Default. . An Event of Default, as used in this Mortgage shall occur hereunder if:

(a) Failure to Pay. The Mortgagor fails to pay the Indebtedness or any installment thereof as and when due and payable; or

(b) Failure to Perform. (i) The Mortgagor shall fail to perform or observe any covenant, condition or agreement of the Mortgagor to be observed or performed under this Mortgage or the Notes or the Loan Documents; (ii) default shall be made in the due observance or performance of any covenant, condition or agreement on the part of the Mortgagor or Borrower or any Guarantor to be observed or performed pursuant to the terms of the Loan Documents; or

(c) False Representation. Any representation or warranty of Mortgagor contained in this Mortgage, the Notes or in any other Loan Documents proves to be incorrect or misleading in any materially adverse respect as of the time when the same shall have been made, including, without limitation, any environmental warranties and representations made by Mortgagor to Mortgagee as an inducement to Mortgagee's making the loan evidenced by the Notes, or pursuant to any provision of this Mortgage; or



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(d) Judgment. If any order, judgment or decree shall be entered upon Application of a creditor of Mortgagor by a court of competent jurisdiction approving a petition seeking appointment of receiver or trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unstayed and in effect for a period of thirty (30) days; or

(e) Appointment of Receiver. The Mortgagor shall consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagor's assets; or

(f) Voluntary Bankruptcy. The Mortgagor shall be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts when they become due; or

(g) Involuntary Bankruptcy. The Mortgagor shall file an answer admitting the material allegation of a petition filed against the Mortgagor in any bankruptcy, reorganization or insolvency proceeding; or

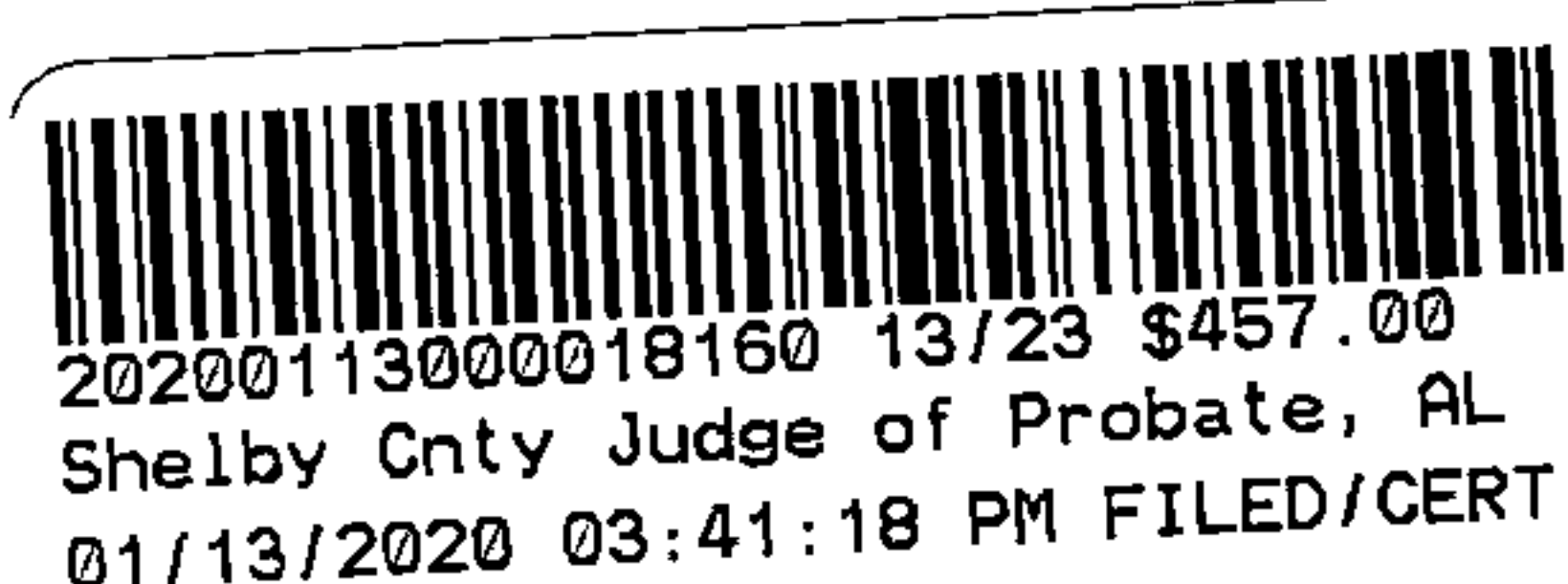
(h) Assignment for Benefit of Creditors. The Mortgagor shall make a general assignment for the benefit or creditors; or

(i) Insolvency. The Mortgagor shall file a petition to or take advantage of any insolvency law; or

(j) Death or Incompetency. If any Guarantor of the Notes or any principal officer of the Mortgagor dies or is declared incompetent.

(k) Financial Condition. If a material adverse change has occurred at any time or times subsequent to the date hereof, in the financial condition, results of operations, operations, business, properties or prospects of Mortgagor, or any Guarantor, or any endorser, co-maker, or surety of the Notes, such as by way of illustration and not limitation, a downturn in financial performance, the loss of critical licenses, management exodus or a labor strike; or

(l) Default by Guarantor. If any Guarantor fails to duly pay or perform any covenant, term, provision, or condition of any Guaranty, or fails to duly pay or perform any and all



indebtedness, liabilities and obligations (whether joint or several, direct or indirect absolute or contingent, liquidated or unliquidated, matured or unmatured) of any Guarantor to Mortgagee or to any of Mortgagee's affiliated,, whether now existing or hereafter created or arising or now owned or howsoever hereafter acquired by Mortgage or by any or Mortgagee's affiliated; or

(m) Failure to Insure. If Mortgagor fails to carry all required insurance coverage as required by the terms and provisions of this mortgage or fails to notify Mortgagee of any lapse of insurance and deliver to Mortgagee replacement insurance as provided in Section 2.7 of the Mortgage; or

(n) Transfer of Interest in Mortgaged Property/Transfer of Interest in Mortgagor. If Mortgagor transfers, sells, conveys or otherwise disposes of any interest in the Mortgaged Property without the prior written consent of Mortgagee, or if any interest in any Borrower is sold, transferred, assigned, pledged, or hypothecated without Lender's prior written consent

(o) Subordinate Financing. If Mortgagor permits or causes any subordinate mortgages, lines, or encumbrances to be imposed against the Mortgaged Property.

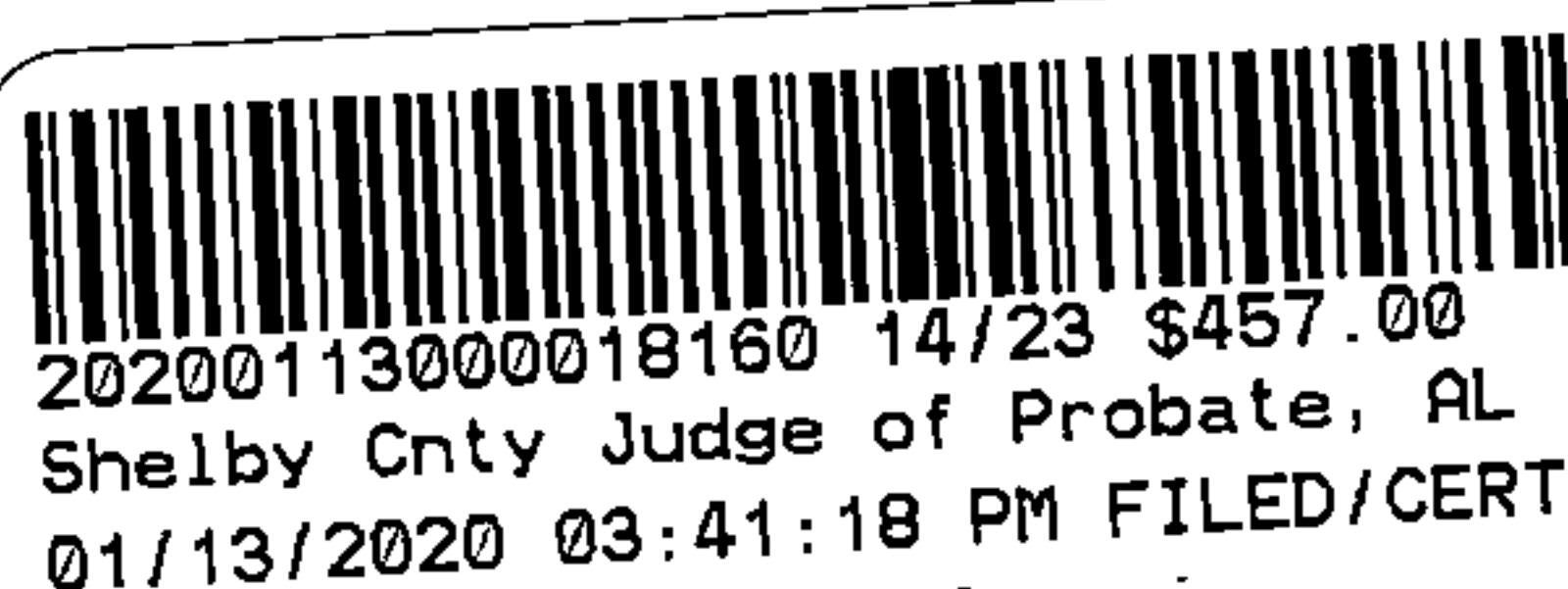
(p) Other Events of Default. If Mortgagor is the subject of any occurrence described in Subsections (d) through (k), inclusive of the Article.

(q) Cross Default Provision. Mortgagors' Default or breach under the Notes or any other note or agreement in which Mortgagee has an interest shall be a breach under the Mortgage and Mortgagee may invoke any of the remedies permitted by the Mortgage.

Article IV

MORTGAGEE'S RIGHTS AND REMEDIES

4.1 Acceleration and Foreclosure. If default be made in the payment of any installment of the Notes, whether of principal or interest, or in the payment of any other sums of money referred to therein, or in the Mortgage, promptly and fully within five (5) days after the same shall be due without notice or demand therefore, or in the event a breach or default be made by the Mortgagor in any one of the stipulations, agreements, conditions and covenants of the Notes, this Mortgage, or any other Loan Documents, or in the event that each and every one of said stipulations, agreements, conditions and covenants are not otherwise dully, promptly and



fully discharged or performed then and upon the occurrence of any one of such events, or upon the happening of any other event which, according to the terms of this Mortgage, or the Notes shall entitle the holder to accelerate the maturity of the Indebtedness evidenced by the Notes, the Mortgagee, at its option, may thereupon thereafter declare the Indebtedness evidenced by the Notes, as well as all other monies secured hereby, to be forthwith due and payable, whereupon the principal of and the interest accrued on the indebtedness evidenced and represented by the Notes, and all other sums secured by the Mortgage shall immediately become due and payable as if all of said sums of money were originally stipulated to be paid on such day, and thereupon, without notice or demand, the Mortgagee may avail itself of all rights and remedies provided by law and may prosecute a suit at law or in equity as if all monies secured hereby had matured prior to its institution, anything in this Mortgage, or in the Notes, or in any of the Loan Documents to the contrary notwithstanding. The Mortgagee may foreclose this Mortgage as to the amount so declared due and payable and the Mortgage Property shall be sold according to law to satisfy and pay the same together with all costs, expenses and allowances, including, without limitation, a reasonable fee for the Mortgagee's attorneys. The Mortgaged Property shall be sold according to law to satisfy and pay the same together with all costs, expenses and allowances, including, without limitation, a reasonable fee for the Mortgagee's attorneys. The Mortgaged Property may be sold in one parcel, several parcels or groups of parcels and the Mortgagee shall be entitled to bid at the sale and, if the highest bidder for the Mortgaged Property or any part or parts thereof, shall be entitled to purchase the same. The failure of omission on the part of the Mortgagee to exercise the option for acceleration of maturity and foreclosure of this Mortgage following any default as aforesaid or to exercise any other option granted hereunder to Mortgagee when entitled to do so in any one or more instances, or the acceptance by Mortgagee of partial payment of the Indebtedness secured hereby, whether before or subsequent to Mortgagor's default hereunder, shall not constitute a waiver of any such default or the right to exercise any such option, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, at the option of Mortgagee, may be rescinded by written acknowledgment to that effect by Mortgagee, both the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity.

4.2 Possession. At any time after default hereunder, the Mortgagee is authorized, without notice in its sole discretion to enter upon and take possession of the Mortgage Property or any part thereof and to perform any acts which the Mortgagee deems necessary and proper to conserve the security herein intended to be provided by said property, to operate any business or businesses conducted thereon and to collect and receive all rents, issues and profits thereof and therefrom, including those past due as well as those accruing thereafter.

4.3 Receiver. If, any time after a default hereunder, in the opinion of the Mortgagee, a receivership may be necessary to protect the Mortgaged Property, or its rents, issues, revenue, profits or proceeds, whether before or after maturity of the Indebtedness secured hereby and whether before or at the time of or after the institution of suit to collect such



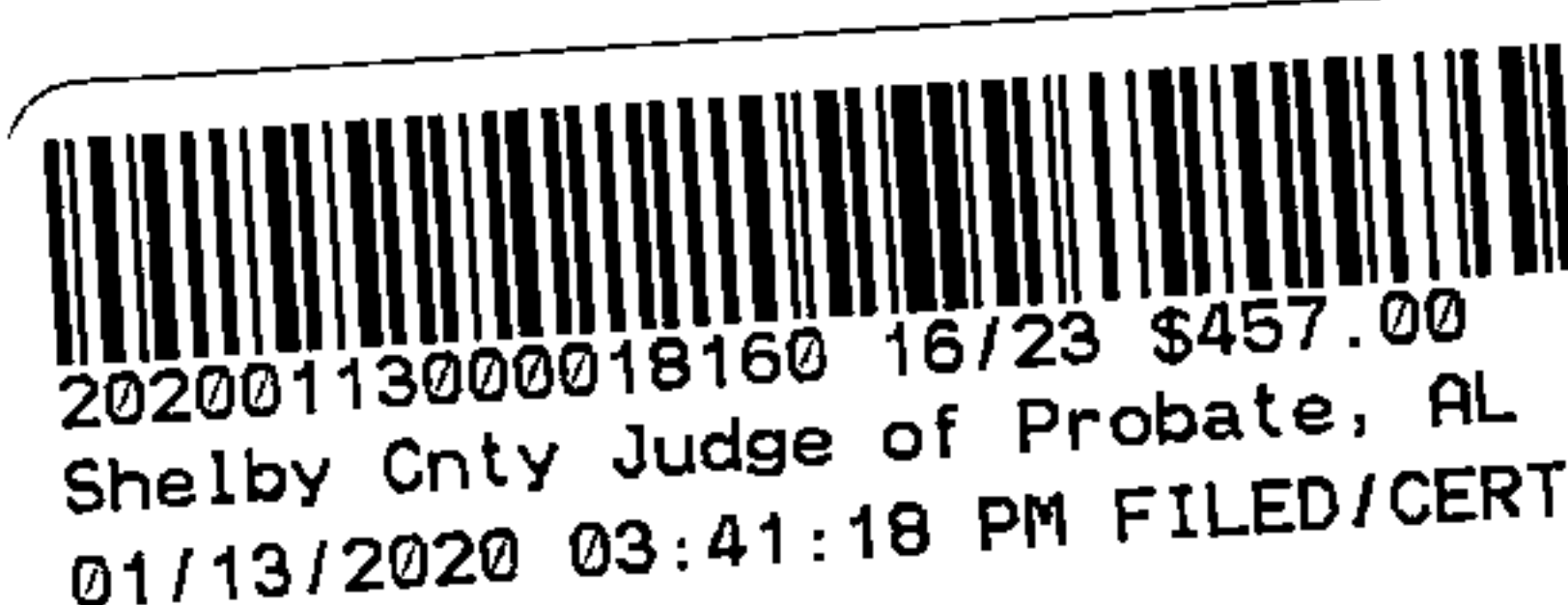
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Indebtedness, or to enforce this Mortgage, the Mortgagee, as a matter of strict right and regardless of the value of the Mortgaged Property or the amounts due hereunder or secured hereby, or of the solvency of any party bound for the payment of such indebtedness, shall have the right, upon ex parte application, without notice to anyone, and by any court having jurisdiction, in, to the appointment of receiver to take charge of, manage, preserve, protect and operate the Mortgaged Property, to collect the rents, issues, revenues, profits, proceeds and income thereof, to make all necessary and needful repairs, and to pay all taxes, assessments and charges against said property and all premiums for insurance thereon, and to do such other acts as may by such court be authorized and directed, and after payment of the expenses of the receivership and the management of the Mortgaged Property to apply the proceeds of such receivership in reduction of the Indebtedness secured hereby or in such other manner as the court shall direct. Such receivership shall, at the option of Mortgagee, continue until full payment of all sums hereby secured, or until title to the Mortgaged Property shall have passed by sale under this Mortgage. Mortgagor hereby specifically waives its right to object to the appointment of a receiver as aforesaid and hereby expressly agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to the Mortgagee.

4.4 Mortgagee Performance of Mortgagor's Obligations

(a) Should the Mortgagor fail to make payment of any Taxes or assessments on or with respect to the Mortgaged Property before the same shall become delinquent, or shall fail to make payment of any insurance premiums or other charges, impositions or liens herein or elsewhere required to be paid by the Mortgagor, the Mortgagee, at its option, may make payments of same, and also may redeem the Mortgaged Property from tax sale without any obligation to inquire into the validity of such taxes, assessments and tax sales. In the case of any such payment by Mortgagee, the Mortgagor agrees to reimburse the Mortgagee, upon demand therefore, the amount of such payment with any fees and expenses attendant in making the same, together with interest thereon at the highest rate then allowed by the laws of the State of Alabama, or, if controlling, the laws of the United States; and, until paid, such amounts and interest shall be added to and become part of the debt secured hereby to the extent that this Mortgage secures the repayment of the Indebtedness. Neither the right nor the exercise of the right herein granted unto the Mortgagee to make any such payments as aforesaid shall preclude the Mortgagee from exercising its option to cause the whole Indebtedness secured hereby to become immediately due and payable by reason of the Mortgagor's default in making such payments as hereinabove required.

(b) The Mortgagee, in making any payment herein and hereby authorized in the place and stead of Mortgagor, relating to Taxes assessments and other governmental or municipal charges, fines, impositions of liens asserted against the Mortgaged Property, may do so according to any bill or statement procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof, or relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge. In making payments hereby authorized by the provisions of this section, Mortgagee may do so whenever, in its reasonable judgment and discretion, such advance or advances are necessary or desirable to protect the full security intended to be afforded by this instrument.



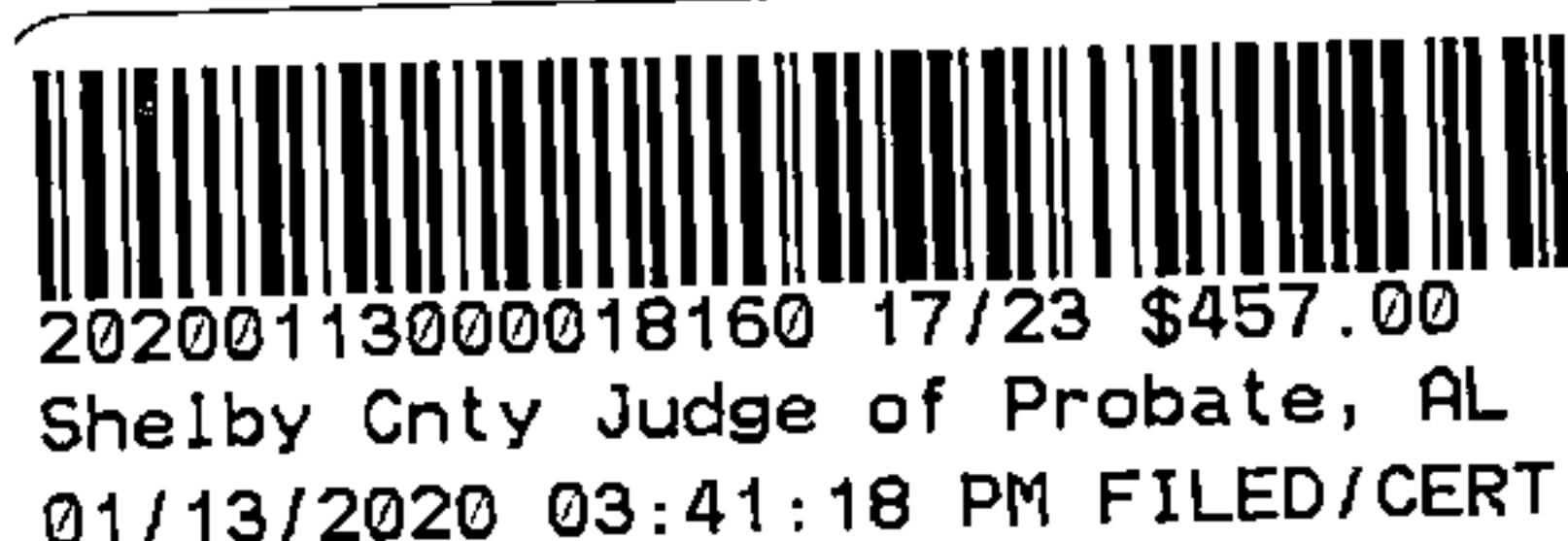
4.5 Remedies as to Personal Property. Mortgagee may exercise any or all of its rights and remedies under the Code-Secured Transactions as adopted by the State of Alabama or other applicable law as well as all other rights and remedies possessed by Mortgagee, all of which shall be cumulative. Mortgagee is hereby authorized and empowered to enter the Mortgaged Property or other place where the Personal Property may be located without legal process, and to take possession of the Personal Property without notice or demand, which hereby are waived to the maximum extent permitted by the laws of the State of Alabama. Upon demand by Mortgagee, Mortgagor shall make the Personal Property available to Mortgagee at a place reasonably convenient to Mortgagee. Mortgagee may sell at one of more public or private sales and for such price as Mortgagee may deem commercially reasonable, any and all of the Personal Property secured by the Mortgage, and any other security or property held by Mortgagee and Mortgagee may be the purchaser of any or all of the Personal Property.

4.6 Other. Mortgagee may institute and maintain any suits and proceedings as the Mortgagee may deem advisable (i) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage; (ii) to preserve or protect its interest in the Mortgaged Property; and (iii) to restrain the enforcement of or compliance with any governmental requirement that may be unconstitutional or otherwise invalid, if the enforcement of compliance with such governmental requirement might impair the security hereunder or be prejudicial to the Mortgagee's interest.

4.7 Remedies Cumulative. The rights and remedies herein provided are cumulative and Mortgagee, as the holder of the Notes, and of every other obligation secured hereby, may recover, judgment thereon, issue execution therefore and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby and no enumeration of special rights or powers by any provisions hereof shall be construed to limit any grant of general rights and powers, or to take away or limit any and all rights granted to or vested in Mortgagee by law, and Mortgagor further agrees that no delay or omission of the Mortgagee to exercise any rights or power accruing to it hereunder shall impair any such right or power or shall be construed to be a waiver of any such event of default hereunder or any acquiescence therein; and every right, power and remedy granted herein to the Mortgagee may be exercised from time to time as often as may be deemed expedient by the Mortgagee.

4.8 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, seizure of the Mortgage Property by any governmental authority, or other judicial proceedings affecting the Mortgagor, any guarantor, any endorser, co-maker, surety, or guarantor of the Notes or any of their respective properties, the Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claim allowed in such proceedings for the entire unpaid Indebtedness at the date of the institution of such proceedings, and for any additional amounts which may become due and payable after such date.

In the event Mortgagors file a Petition for Relief under any Chapter of the United States Bankruptcy Code, Mortgagors agree that Mortgagee shall be entitled to, and Mortgagors hereby



consent to immediate relief from the automatic stay imposed by the bankruptcy code to take any and all actions necessary to enforce any rights that Mortgagee may have under, the Notes or Mortgage, including but not limited to, the commencement or continuation of a foreclosure of the mortgage, or otherwise compel the specific performance of any obligation of Mortgagors under this agreement.

4.9 Waiver of Redemption, Notice and Marshalling. Mortgagor hereby waives and releases, for itself and anyone claiming by, through or under it to the maximum extent permitted by the laws of the State of Alabama (a) any right to claim, take or insist upon any benefit or advantage of any present or future stay, extension, or moratorium law that may affect Mortgagor's rights and obligations hereunder; (b) all rights to have the Mortgaged Property and any other security for the Indebtedness marshalled upon any foreclosure or otherwise; (c) unless specifically required herein, all notices of default of Mortgagee's actual exercise of any option of remedy under the Notes or the Loan Documents.

4.95 Assignment of Leases and Rents. Mortgagor hereby assigns, transfers, sets over and pledges to Mortgagee, its successors and assigns, as further security and means for the discharge of the Secured Indebtedness, all leases of all or any part of the Mortgaged Property now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the Mortgaged Property and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or leases thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or leases or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefor and after paying all commissions of any rental agent collecting the same and any attorney's fees and other expenses incurred in collecting the same to apply the net proceeds of such collections upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

Article V

MISCELLANEOUS

5.1 Transfer of Mortgaged Property. Mortgagor shall not sell, convey, transfer, encumber or otherwise dispose of any interest in the Mortgaged Property, the Rents, the Improvements, Appurtenances, nor shall Mortgagor permit or cause the First Mortgage to be assumed by any other person or entity, without Mortgagee's prior written consent, which consent may be withheld in Mortgagee's sole discretion. Any encumbrance or transfer of any interest of Mortgagor or Borrower in all or any portion of the Mortgaged Property, the Rents, the Improvements or the Appurtenances or any transfer of any ownership interest in Mortgagor or Borrower, or any assumption of the First Mortgage without Mortgagee's prior written consent,

whether voluntary or involuntary, or by operation of law, will be void as to Mortgagee, and constitute and immediate default under this Mortgage, without further notice.

5.2 Successors and Assigns. The provisions hereof shall be binding upon the Mortgagor and the heirs, devisees, personal representatives, successors and assigns of the Mortgagor, and inure to the benefit of Mortgagee and its successors and assigns. Where more than one Mortgagor is named herein, the obligations and liabilities of said Mortgagors shall be joint and several. The words "Mortgagor" and "Mortgagee" shall be interpreted to mean singular, plural, feminine, masculine or neuter as the context shall require.

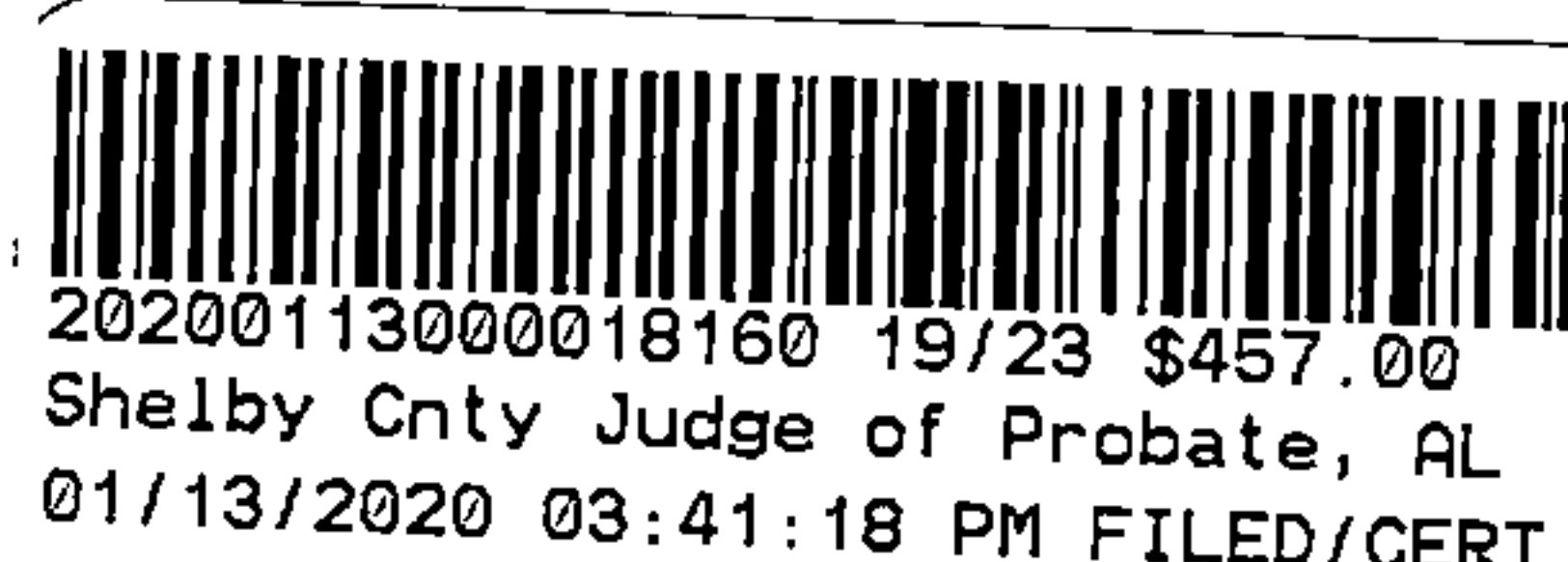
5.3 Applicable Law. This instrument is to be governed by and construed in accordance with the laws of the State of Alabama.

5.4 Satisfaction of Mortgage. If the Mortgagor shall: (a) pay in full (i) all of the Indebtedness (as defined herein), including but not limited to all sums (principal, interest and charges) payable under the Notes and any and all extensions and renewals of the same; and (ii) all sums becoming due and payable by the Mortgagor under the terms of this Mortgage, including but not limited to advancements made by the Lender pursuant to the terms and conditions of the Mortgage; and (b) have kept and performed each and every obligation, covenant, duty, condition and agreement herein imposed on or agreed to by the Mortgagor; then the lien and security interest created by this Mortgage shall become null and void and the Lender in such case shall, upon the request of the Mortgagor execute and records property instruments acknowledging satisfaction of this instrument; otherwise, this Mortgage shall remain in full force and effect.

5.5 Notices. Any notice of demand that must or may be given or made in connection with this Mortgage must be in writing and, unless receipt is expressly required, will be deemed given, delivered or made, as the case may be, when delivered by personal delivery or when mailed by Express mail, or by certified or registered mail, return receipt requested in any event, with sufficient postage affixed, and addressed to the parties as follows:

TO MORTGAGOR: **EMM Auto LLC**
C/O Douglas M. Melton
1497 Secretariat Drive, Helena, AL 35080

TO MORTGAGEE: **Renasant Bank**
2001 Park Place, 600, Birmingham, AL 35203



Such Addresses may be changed by notice pursuant to this section; but notice of change of address is effective only upon receipt. All of the persons executing this Mortgage as Mortgagor severally agree that a single notice to Mortgagor in the manner provided in this section will be effective to bind each such person for all purposes.

5.6 Maximum Interest Rate.

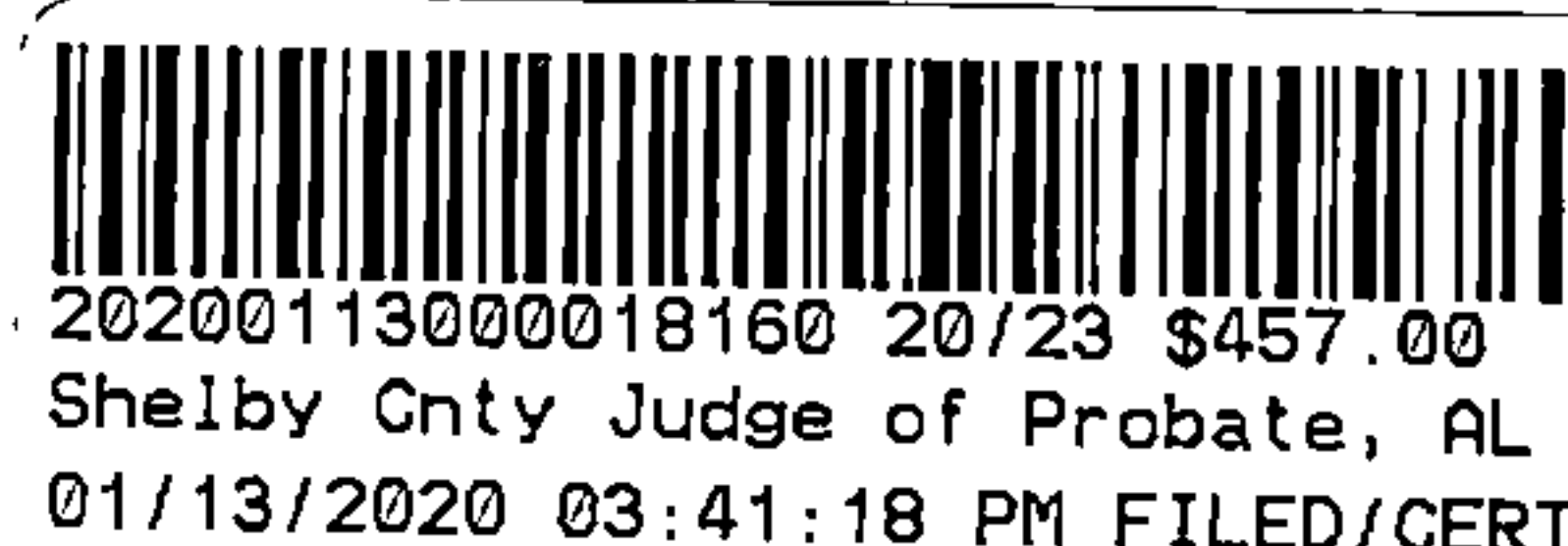
(a) Any sums which shall not be paid when due, whether maturing by lapse of time or by reasons of acceleration under provisions of the Notes, or this Mortgage, and whether principal, interest or money owing for advancements pursuant to the terms of this Mortgage or any other document or instrument executed as security for the Indebtedness shall bear interest at the highest rate allowed by law.

(b) Nothing herein contained nor any transaction related thereto shall be construed or so operate as to require the Mortgagor to pay interest at a rate greater than it is now lawful in such case to contract for, or to make any payment or to do any act contrary to law, and the Mortgagee shall reimburse the Mortgagor for any interest paid in excess of the highest rate allowed by law or any other payment which may inadvertently be required to be paid contrary to law; and if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage, the Notes, or other Indebtedness secured hereby in whole or in part, the such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

5.7 Survival of Representation, Warranties and Covenants. The warranties, representations, covenants and agreements set forth in this Mortgage shall survive the making of the loan and the execution and delivery of the Notes shall continue in full force and effect until all of the Indebtedness shall have been paid and performed in full.

5.8 Waiver, Delay or Omission. No waiver of any Default hereunder shall extend to or affect any subsequent or any other Default then existing, or impair any rights, powers or remedies consequent thereon, and no delay or omission of Mortgagee to exercise any right, power or remedy shall be construed to waive any such Default or to constitute acquiescence therein.

5.9 Invalidity. If any one of more of the provisions contained in this Mortgage, the Notes or any other Loan Documents is declared or found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision or portion thereof shall be deemed stricken and severed and the remaining provisions hereof shall continue in full force and effect.



5.10 Modification. No agreement unless in writing signed by Mortgagee and no course of dealing between the parties hereto shall be effective to change, waive, terminate, modify, discharge, or release in whole or in part any provision of this Mortgage. No waiver of any rights or powers of Mortgagee or consent by it shall be valid unless in writing signed by an authorized officer of Mortgagee and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

5.11 Joint and Several Liability. If more than one person or entity executes this Mortgage, each is and shall be jointly and severally liable hereunder.

5.12 Waiver of Trial by Jury. BY THE EXECUTION HEREOF, MORTGAGOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY HEREBY AGREES, THAT:

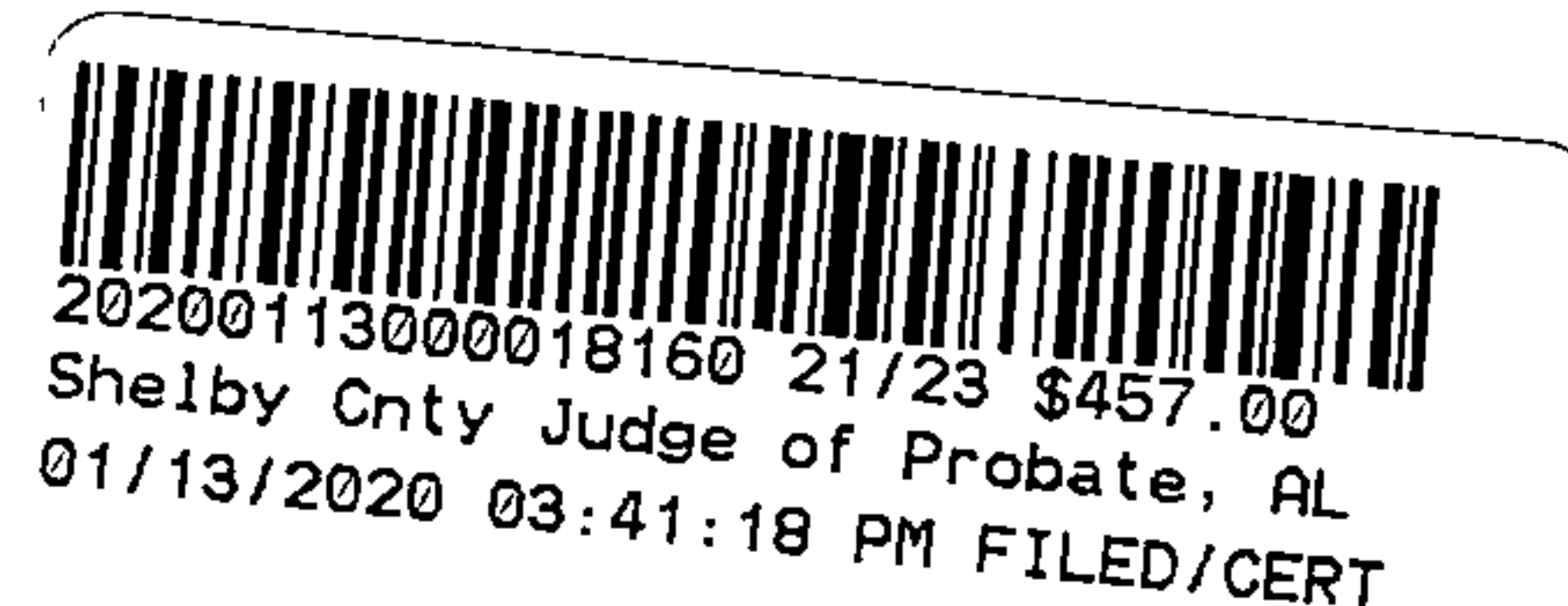
(A) NEITHER THE MORTGAGOR, NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF THE SAME SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE ARISING FROM OR BASED UPON THIS MORTGAGE, THE NOTES, ANY GUARANTY, OR ANY OF THE LOAN DOCUMENTS EVIDENCING, SECURING, OR RELATING TO THE INDEBTEDNESS WHICH IS SECURED HEREBY, OR THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES THERETO;

(B) NEITHER THE MORTGAGOR NOR MORTGAGEE WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED.

(C) THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS;

(D) NEITHER THE MORTGAGOR, NOR MORTGAGEE HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES; AND

(E) THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO ACCEPT THIS MORTGAGE.

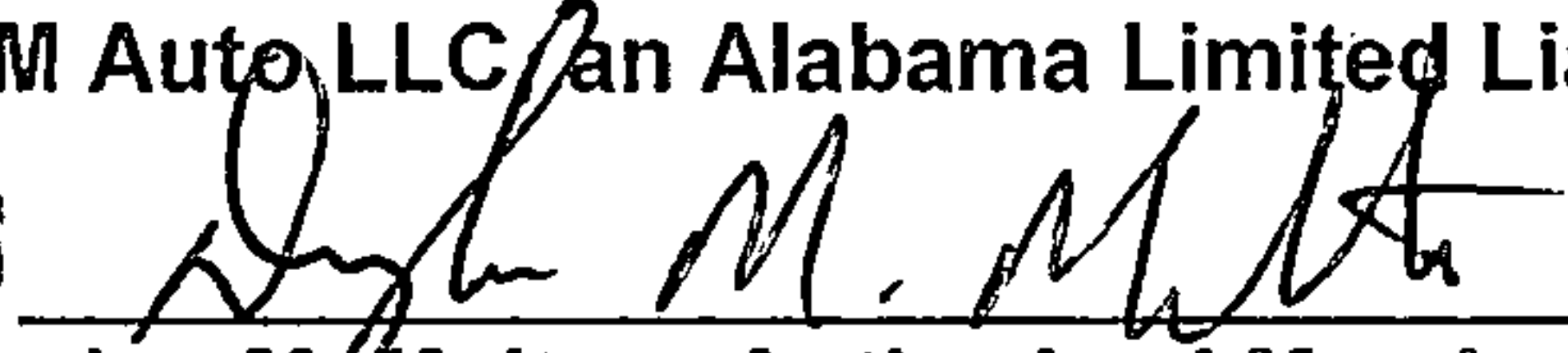


Mortgagor IN WITNESS WHEREOF, has signed and sealed this instrument as of the day and year first above written.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT - OR THE PRINCIPAL BALANCE DUE UPON MATURITY - IS \$186,990.59, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE

Mortgagor:

EMM Auto LLC an Alabama Limited Liability Company

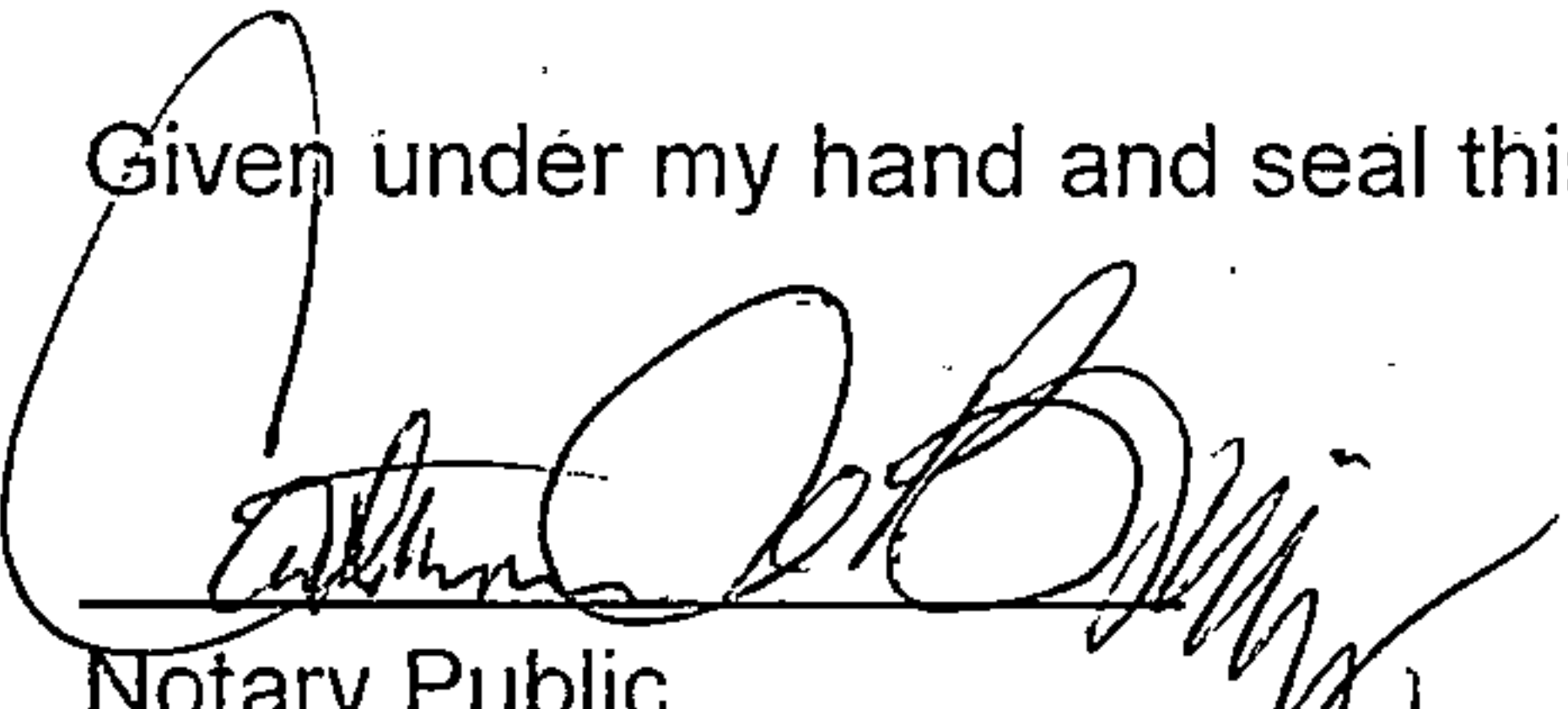
By: 

Douglas M. Melton, Authorized Member

COUNTY OF JEFFERSON

I, Catherine A. Brazier, a Alabama Notary Public, in and for said County in said State, hereby certify that Douglas M. Melton whose name as Authorized Member of EMM Auto LLC, a AL Limited Liability Company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he (she), as such officer and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand and seal this 27th day of March, 2019.


Notary Public

My Commission Expires: 1/6/2021

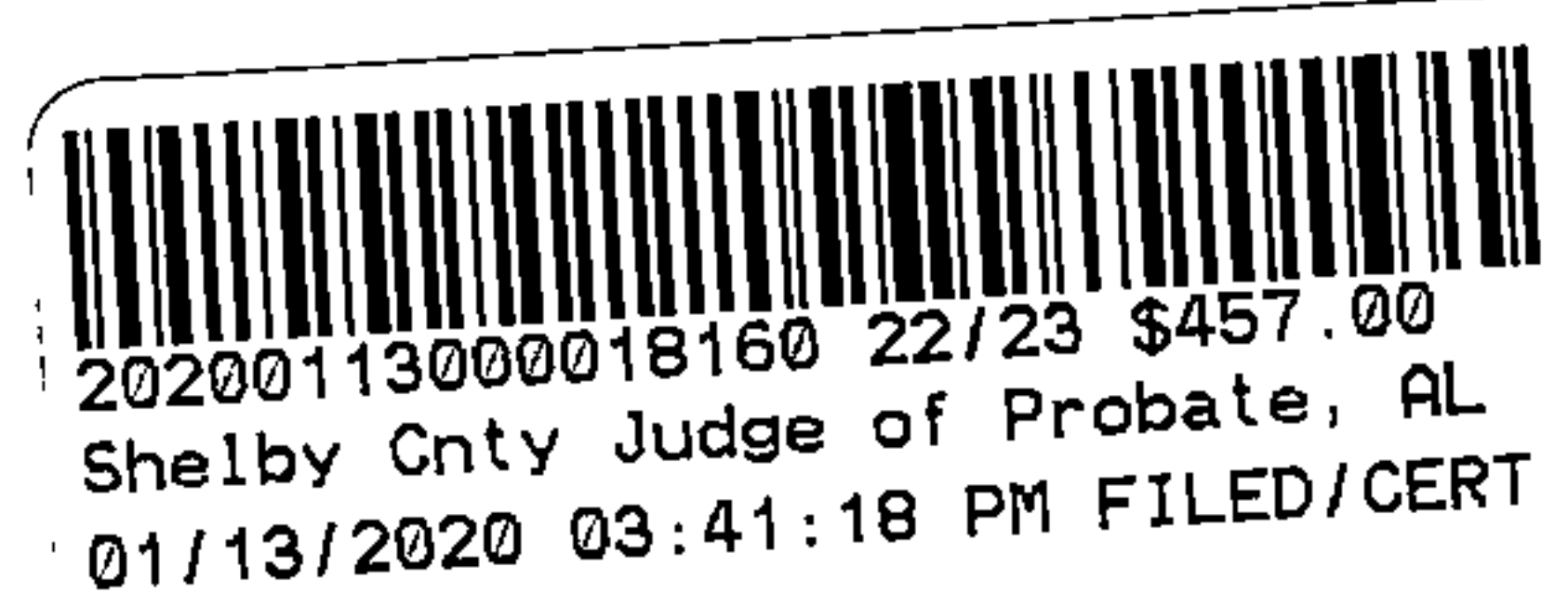
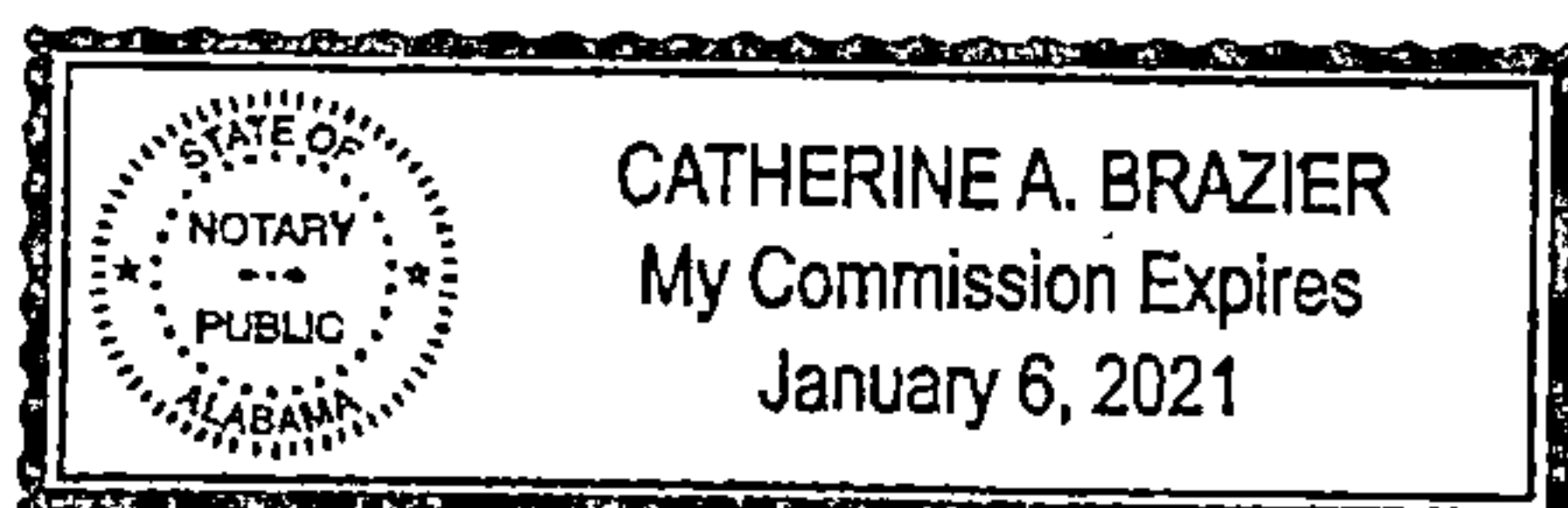


Exhibit A – Legal Description

Lot 1, Graham Fulton Springs Subdivision, as recorded in Map Book 49, Page 54 in the Probate Office of Shelby County, Alabama.



20200113000018160 23/23 \$457.00
Shelby Cnty Judge of Probate, AL
01/13/2020 03:41:18 PM FILED/CERT