First American Title Insurance Company

COMMITMENT INFORMATION SHEET

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

First American Title Insurance Company National Commercial Services
633 Third Avenue
New York, NY 10017

or

The office which issued this Commitment

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AGREEMENT TO ISSUE POLICY

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TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six (6) months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore
President

Timothy Kemp
Secretary
SCHEDULE A

File No.: **NCS-533241AL1NY**

1. Commitment Date: March 17, 2012 at 7:00 a.m.

2. Policy (or Policies) to be issued:
   
   a. ALTA Owners Policy (06-17-06) $TBD
      
      Proposed Insured: A natural person or legal entity
   
   b. ALTA Loan Policy (06-17-06) $TBD
      
      Proposed Insured: A natural person or legal entity, its successors and/or assigns as their interests may appear

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by First States Investors TRS, L.P., a Delaware limited partnership.

4. The Land referred to in this Commitment is described as follows:

   **See Schedule A attached hereto and made a part hereof:**
SCHEDULE A (Continued)

File No.:  NCS-533241AL1NY

A certain lot or tract of land, described as follows: Beginning at a point on the South side of the Bee Line Highway in the Town of Newton, Alabama 58.3 feet Westerly from the West side of Marginal Street and running thence S 81°15' W along the South side of said Bee Line Highway 42 feet; thence running S 6°57' E (Magnetic) 105 feet; thence running Easterly 13.37 feet; thence running Northerly 29 feet; thence running N 81°15' E, 30 feet; thence running N 7°40' W 76 feet to the point of beginning and being in the SE 1/4 of the NE 1/4 of Section 11, Township 4 North, Range 24 East, Town of Newton, Dale County, Alabama.
SCHEDULE B - SECTION I

REQUIREMENTS

File No.: NCS-533241AL1NY

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
   Note: County taxes for the year 2011 in the amounts of $688.70 on Tax Parcel I.D. # 26-14-01-11-1-000-090.000 was paid in full on 1/3/2012. County taxes for the year 2012 are due and payable on October 1, 2012, and delinquent after December 31, 2012.

4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:
   (a) Warranty Deed or Special Warranty Deed from First States Investors TRS, L.P., a Delaware Limited Partnership to a natural person or legal entity to be designated. In connection therewith, we will require:

   1) Production of a copy of the Articles of Organization and Operating Agreement, if any, with an affidavit affixed thereto that it is a true and correct copy of same, and that the Limited Liability Company has not been dissolved;

   2) Said mortgage must be executed by all of the members of the Limited Liability Company unless the Articles of Organization and Operating Agreement provide that the managers shall have authority to execute a mortgage on behalf of the company, in which case the mortgage shall be executed by all of the managers;

   3) Should any member or manager, if applicable, be other than a natural person, we will require proof of good standing as well as documentation of the authority of the person to execute documents on its behalf;

   4) Satisfactory evidence of compliance with all requirements regarding encumbering company property contained in the Articles of Organization and Operating Agreement, if any; and

We reserve the right to make such further requirements as we deem necessary after a review of the documentation required above.

First American Title Insurance Company
(b) Mortgage to be properly executed by said purchaser (provided that said purchaser is a natural person or legal entity to be designated) to mortgagee (provided that said mortgagee is a natural person or legal entity to be designated). If said purchaser/mortgagor is a natural person, the mortgage must recite each Mortgagor's marital status and, if married, the spouse of each Mortgagor must sign the mortgage, or the mortgage must contain a statement certifying that no part of the subject property is the homestead of the Mortgagor or his/her spouse. If said purchaser/mortgagor is a not a natural person, we must be furnished with a certified copy of a resolution of the Board of Directors of purchaser/mortgagor authorizing the execution and delivery of said mortgage.

5. Payment and satisfaction of record of, or release of the property described in Exhibit "A" to Schedule "A" from, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, from First States Investors HFS, L.P., First States Investors FPC, L.P., and First States Investors TRS, L.P., to Gramercy Investment Trust in the original amount of $75,000,000.00 dated 03/28/2008 and filed for record on 05/01/2008 in the Office of the Judge of Probate of Dale County in Mortgage Book 537, Page 748.

6. Execution of Owners Affidavit and Indemnity Agreement satisfactory to the Company regarding ownership, possession, liens, judgments, bankruptcy and other matters relevant to the proposed transaction.

7. The following must be furnished in form and substance satisfactory to the Company to delete or amend (in accordance with the facts established) the Standard Exceptions set forth on Schedule B-Part II hereof:

   A. As to Standard Exception Number 1: Receipt of satisfactory proof in affidavit form establishing who is in possession of Subject Property.

   B. As to Standard Exception Number 2: Receipt of a current accurate survey and surveyor's inspection report on Subject Property.

   C. As to Standard Exception Number 3: Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, subcontractors, laborers and materialmen are paid in full.

   D. As to Standard Exception Number 4: Receipt of satisfactory proof of payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable, together with an affidavit from the owner of Subject Property as of the effective date of insured instrument, stating that all taxes, charges, assessments, levied and assessed against Subject Property which are due and payable have been paid, and that said owner has no knowledge of any pending assessments.

Note: The company reserves the right to make other requirements or exceptions upon its review of the proposed documents creating the interest to be insured and upon ascertaining the details of the transaction to be insured.
SCHEDULE B - SECTION II
EXCEPTIONS FROM COVERAGE

File No.: NCS-533241AL1NY

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.

3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

5. Taxes and assessments for the year 2012 and subsequent years not yet due and payable.

6. Any minerals or mineral rights leased, granted or retained by prior owners.

7. It appears from the property tax map that there is an encroachment or common wall along the easterly property line.
CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.
Privacy Information
We Are Committed to Safeguarding Customer Information
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability
This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:
- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site
First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships
First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies
Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values
Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can correct the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.
Send Tax notice to:
FIRST STATES INVESTORS TRS, L.P.,
610 Old York Road, Suite 300
Jenkintown, PA 19046

This instrument was prepared by:
Scott A. Abney
Maynard, Cooper & Gale, P.C.
2400 AmSouth/Harbert Plaza
190: 6th Avenue North
Birmingham, AL 35203

STATUTORY WARRANTY DEED

STATE OF ALABAMA

DALE COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration to the undersigned grantor, AMERICAN FINANCIAL TRS, INC., a Delaware corporation ("Grantor"), in hand paid by FIRST STATES INVESTORS TRS, L.P., a Delaware limited partnership ("Grantee"), the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee that certain parcel of real estate situated in Dale County, Alabama, being more particularly described on Exhibit A attached hereto and incorporated herein by reference, subject, however, to the encumbrances specified on Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

AND, except for the matters set forth on Exhibit B hereto, Grantor hereby covenants with Grantee that said real estate is free from encumbrances made by Grantor, and except for the matters set forth on Exhibit B hereto, that Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against no other.

[signature appears on following page]
IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its duly authorized officer as of the 25th day of March, 2008.

GRANTOR:

AMERICAN FINANCIAL TRS, INC.,
a Delaware corporation

By: ____________________________

Sonya A. Huffman
Its: Vice President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Philadelphia

I, Cecilia McGowan, a Notary Public in and for said County in said Commonwealth hereby certify that Sonya A. Huffman, whose name as Vice President of AMERICAN FINANCIAL TRS, INC., a Delaware corporation, 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 corporation as of the day the same bears date.

Given under my hand this 25th day of March, 2008.

Notary Public
My Commission Expires: 11/31/2011

Commonwealth of Pennsylvania
Notarial Seal
Cecilia McGowan, Notary Public
City Of Philadelphia, Philadelphia County
My Commission Expires: Nov 21, 2011
Member, Pennsylvania Association of Notaries

Recorded in Book and Page 05/01/2008 11:05:23 AM
Estate: Hager
Probate Judge
Braly County, Alabama

1-9162861405.1
3686 - Newton
EXHIBIT A

Legal Description of Real Estate

A certain lot or tract of land, described as follows: Beginning at a point on the South side of the Bee Line Highway in the Town of Newton, Alabama 58.3 feet Westerly from the West side of Marginal Street and running thence S 81°15' W along the South side of said Bee Line Highway 42 feet; thence running S 6°57' E (Magnetic) 105 feet; thence running Easterly 13.37 feet; thence running Northerly 29 feet; thence running N 81°15' E, 30 feet; thence running N 7°40' W 76 feet to the point of beginning and being in the SE 1/4 of the NE 1/4 of Section 11, Township 4 North, Range 24 East, Town of Newton, Dale County, Alabama.
EXHIBIT B
Encumbrances

1. The lien of taxes and assessments for the year October 1, 2007 through September 30, 2008 and subsequent years.
2. Taxes or special assessments that are not shown as existing by the public records;
3. Matters that would be shown by an accurate survey and inspection of the property;
4. All covenants, restrictions, conditions, easements, reservations, rights-of-way, and other matters of record, however, the reference to the foregoing shall not serve to reimpose the same to the extent same are invalid or unenforceable.
FIRST STATES INVESTORS HFS, L.P., FIRST STATES INVESTORS FPC, L.P., AND
FIRST STATES INVESTORS TRS, L.P.
(collectively, Mortgager)

to

GRAMERCY INVESTMENT TRUST
(Mortgagee)

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

Dated: As of March 28, 2008

Locations:

<table>
<thead>
<tr>
<th>Location</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>445 S. Main Street</td>
<td>Coosa County</td>
</tr>
<tr>
<td>19 North College Street</td>
<td>Dale County</td>
</tr>
<tr>
<td>12864 Cottonwood Road</td>
<td>Houston County</td>
</tr>
<tr>
<td>601 E. Meighan Blvd.</td>
<td>Etowah County</td>
</tr>
<tr>
<td>1120 Highway 231</td>
<td>Pike County</td>
</tr>
<tr>
<td>101 Oakwood Avenue NE</td>
<td>Madison County</td>
</tr>
<tr>
<td>2506 University Blvd East</td>
<td>Tuscaloosa County</td>
</tr>
<tr>
<td>1040 19TH STREET N</td>
<td>Jefferson County</td>
</tr>
<tr>
<td>1254 Andrews</td>
<td>Dale County</td>
</tr>
<tr>
<td>34867 US Hwy 43</td>
<td>Marion County</td>
</tr>
<tr>
<td>1031 Quintard Avenue</td>
<td>Calhoun County</td>
</tr>
</tbody>
</table>

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

Morrison & Foerster LLP
1290 Avenue of the Americas
New York, New York 10104-0050
Attention: Jeffrey J. Temple, Esq.

THIS INSTRUMENT IS ALSO A FINANCING STATEMENT FILED AS A FIXTURE FILING, PURSUANT TO
THE CODE OF ALABAMA (1975), § 7-9A-302(c) AND IS ALSO TO BE INDEXED IN THE INDEX OF
FINANCING STATEMENTS UNDER THE NAMES OF MORTGAGOR, AS DEBTOR, AND MORTGAGEE, AS SECURED PARTY. THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE IS $75,000,000.

ny-803604
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (this "Mortgage"), is made as of March 28, 2008, by FIRST STATES INVESTORS HFS, L.P., a Delaware limited partnership ("HFS"), FIRST STATES INVESTORS FPC, L.P., a Delaware limited partnership ("FPC"), and FIRST STATES INVESTORS TRS, L.P., a Delaware limited partnership ("TRS" and together with HFS and FPC, each and collectively with each of their permitted successors and assigns, "Mortgagor"), each having an address at 610 Old York Road, Suite 300, Jenkintown, Pennsylvania 19046, Attention: Treasury Department, to GRAMERCY INVESTMENT TRUST, a Maryland real estate investment trust (together with its successors and assigns, hereinafter referred to as "Mortgagees"), having an address at 420 Lexington Avenue, New York, New York 10170.

Pursuant to that certain Loan Agreement dated the date hereof by and among HFS, FPC, TRS (collectively, the "Borrowers") and Mortgagee (as amended, modified, restated, consolidated or supplemented from time to time, the "Loan Agreement"), Mortgagee is making a secured loan to the Borrowers in the aggregate original principal amount of $75,000,000 (the "Loan"). Capitalized terms used herein without definition are used as defined in the Loan Agreement. The Loan is evidenced by a Promissory Note dated the date hereof made by the Borrowers to Mortgagee in such principal amount (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, the "Note").

To secure the payment of the Note and all sums which may or shall become due thereunder or under any of the other documents evidencing, securing or executed in connection with the Loan (the Note, this Mortgage, the Loan Agreement and such other documents, as any of the same may, from time to time, be modified, amended or supplemented, being hereinafter collectively referred to as the "Loan Documents"), including (i) the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy (whether or not a claim is allowed against Mortgagor for such interest or other amounts in any such bankruptcy proceeding) or the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code (the "Bankruptcy Code"), and (ii) the costs and expenses of enforcing any provision of any Loan Document (all such sums being hereinafter collectively referred to as the "Debt"), Mortgagor has given, granted, bargained, sold, alienated, enfeoffed, conveyed, confirmed, warranted, pledged, assigned and hypothecated and by these presents does hereby give, grant, bargain, sell, alien, enfeoff, convey, confirm, warrant, pledge, assign and hypothecate unto Mortgagee, WITH POWER OF SALE, the land described in Exhibit A (the "Premises"), and all of Mortgagor's right title and interest in and to the buildings, structures, fixtures and other improvements now or hereafter located thereon (the "Improvements");

TOGETHER WITH: all right, title, interest and estate of such applicable Mortgagor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises, the Improvements, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "Mortgaged Property"):

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all
estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, to the center line thereof; and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the “Equipment”), including, to the extent assignable, any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Mortgagor in and to any of the Equipment that may be subject to any “security interest” as defined in the Uniform Commercial Code, as in effect in the State where the Mortgaged Property is located (the “UCC”), superior in lien to the lien of this Mortgage;

(c) all awards or payments, including interest thereon, that may herefore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(d) to the extent assignable, all leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the “Leases”) and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding) or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Mortgagor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or the Improvements, or rendering of services by Mortgagor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter
collectively referred to as the "Rents"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(c) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property, in each case, subject to the terms of the Loan Agreement;

(f) the right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property, in each case, subject to the terms of the Loan Agreement;

(g) to the extent assignable, all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Mortgaged Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Mortgaged Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "Intangibles"); and

(h) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

Without limiting the generality of any of the foregoing, in the event that a case under the Bankruptcy Code is commenced by or against Mortgagor, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted by this Mortgage shall automatically extend to all Rents acquired by the Mortgagor after the commencement of the case and shall constitute cash collateral under Section 363(a) of the Bankruptcy Code.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee and its successors and assigns, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if the Borrowers shall well and truly pay to Mortgagee the Debt at the time and in the manner provided in the Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void; otherwise to remain in full force and effect;
AND each Mortgagor represents and warrants to and covenants and agrees with Mortgagee as follows with respect to such Mortgagor and Mortgaged Property in which such Mortgagor owns or holds an estate, right, title or interest:

ARTICLE 1

GENERAL PROVISIONS

Section 1.1 Payment of Debt and Incorporation of Covenants, Conditions and Agreements. Mortgagor shall pay the Debt at the time and in the manner provided in the Loan Documents. All the covenants, conditions, definitions of capitalized terms not defined herein and agreements contained in the Loan Documents are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein. Without limiting the generality of the foregoing, Mortgagor (i) agrees to insure, repair, maintain and restore damage to the Mortgaged Property, pay Taxes and Other Charges, and comply with Legal Requirements, in accordance with the Loan Agreement, and (ii) agrees that the Proceeds of insurance and Awards for Condemnation shall be settled, held and applied, in each case, in accordance with the Loan Agreement.

Section 1.2 Leases and Rents.

(a) Mortgagor does hereby absolutely and unconditionally assign to Mortgagee all of Mortgagor’s right, title and interest in all current and future Leases and Rents, it being intended by Mortgagor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Such assignment shall not be construed to bind Mortgagee to the performance of any of the covenants or provisions contained in any Lease or otherwise impose any obligation upon Mortgagee. Nevertheless, subject to the terms of this paragraph, Mortgagee grants to Mortgagor a revocable license to operate and manage the Mortgaged Property and to collect the Rents subject to the requirements of the Loan Agreement (including the deposit of Rents into the Clearing Account). Upon the occurrence and during the continuance of an Event of Default, without the need for notice or demand, the license granted to Mortgagor herein shall automatically be revoked, and Mortgagee shall immediately be entitled to possession of all Rents in the Clearing Account, the Deposit Account (including all Subaccounts thereof) and all Rents collected thereafter (including Rents past due and unpaid), whether or not Mortgagee enters upon or takes control of the Mortgaged Property. Mortgagor hereby grants and assigns to Mortgagee the right, at its option, upon revocation of the license granted herein, to enter upon the Mortgaged Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of such license may be applied toward payment of the Debt in such priority and proportions as Mortgagee in its sole discretion shall deem proper.

(b) Mortgagor shall not enter into, modify, amend, cancel, terminate or renew any Lease except as provided in the Loan Agreement.

Section 1.3 Use of Mortgaged Property. Except to the extent permitted under the Loan Agreement, Mortgagor shall, without Mortgagee’s prior consent (or deemed consent, if
applicable pursuant to the Loan Agreement), not initiate, join in, acquiesce in or consent to any change, in any material respect, in any private restrictive covenant, zoning law or other public or private restriction, limiting or defining the uses which may be made of the Mortgaged Property which could reasonably be expected to have a Material Adverse Effect. Except to the extent permitted under the Loan Agreement, Mortgagor shall not (i) change the use of the Mortgaged Property which Mortgagee determines, in its reasonable discretion, will have a Material Adverse Effect, (ii) permit or suffer to occur any waste on or to the Mortgaged Property or (iii) take any steps to convert the Mortgaged Property to a condominium or cooperative form of ownership.

Section 1.4 Transfer or Encumbrance of the Mortgaged Property.

(a) Mortgagor acknowledges that (i) Mortgagee has, among other things, examined and relied on the creditworthiness and experience of Mortgagor in owning and operating properties such as the Mortgaged Property in agreeing to make the Loan, (ii) Mortgagee will continue to rely on Mortgagor’s ownership of the Mortgaged Property as a means of maintaining the value of the Mortgaged Property as security for the Debt, and (iii) Mortgagee has a valid interest in maintaining the value of the Mortgaged Property so as to ensure that, should Mortgagor default in the repayment of the Debt, Mortgagee can recover the Debt by a sale of the Mortgaged Property. Mortgagor shall not sell, convey, alienate, mortgage, encumber, pledge or otherwise transfer the Mortgaged Property or any part thereof, or suffer or permit any Transfer to occur except as permitted under the Loan Agreement.

(b) Mortgagee shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare the Debt immediately due and payable upon Transfer in violation of this Section 1.4. This provision shall apply to every sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property (and every other Transfer) regardless of whether voluntary or not. Any Transfer made in contravention of this Section 1.4 shall be null and void and of no force and effect. Mortgagor agrees to bear and shall pay or reimburse Mortgagee on demand for all reasonable expenses (including reasonable attorneys’ fees and disbursements, title search costs and title insurance endorsement premiums) incurred by Mortgagee in connection with the review, approval and documentation of any Permitted Transfer.

Section 1.5 Changes in Laws Regarding Taxation. If any law is enacted or adopted or amended after the date of this Mortgage which deducts the Debt from the value of the Mortgaged Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Mortgagee’s interest in the Mortgaged Property, Mortgagor will pay such tax, with interest and penalties thereon, if any.

Section 1.6 No Credits on Account of the Debt. Mortgagor shall not claim or demand or be entitled to any credit on account of the Debt for any part of the Taxes or Other Charges assessed against the Mortgaged Property, and no deduction shall otherwise be made or claimed from the assessed value of the Mortgaged Property for real estate tax purposes by reason of this Mortgage or the Debt.
Section 1.7 Further Acts, Etc. Mortgagor shall, at its sole cost, do execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Mortgagee the property and rights hereby mortgaged, given, granted, bargained, sold, alienated, enfeoffed, conveyed, confirmed, pledged, assigned and hypothecated or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage or for facilitating the sale and transfer of the Loan and the Loan Documents in connection with a Secondary Market Transaction pursuant to Section 10.1 of the Loan Agreement. Upon foreclosure, the appointment of a receiver or any other relevant action, Mortgagor shall, at its sole cost, cooperate fully and completely to effect the assignment or transfer of any license, permit, agreement or any other right necessary or useful to the operation of the Mortgaged Property. Upon the occurrence and during the continuance of an Event of Default, Mortgagor grants to Mortgagee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Mortgagee at law and in equity, including such rights and remedies available to Mortgagee pursuant to this paragraph.

Section 1.8 Recording of Mortgage, Etc. Mortgagor forthwith upon the execution and delivery of this Mortgage and hereafter, from time to time, shall cause this Mortgage, and any security instrument creating a lien or security interest or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien or security interest hereof upon, and the interest of Mortgagee in, the Mortgaged Property. Mortgagor shall pay all filing, registration or recording fees, all expenses incident to the preparation, execution and acknowledgment of and all federal, state, county and municipal, taxes, duties, imposts, documentary stamps, assessments and charges arising out of or in connection with the execution and delivery of, this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance, except where prohibited by law so to do. Mortgagor shall hold harmless and indemnify Mortgagee, its successors and assigns, against any liability incurred by reason of the imposition of any tax on the making or recording of this Mortgage.

Section 1.9 Right to Cure Defaults. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may, but without any obligation to do so and without notice to or demand on Mortgagor and without releasing Mortgagor from any obligation hereunder, perform the obligations in default in accordance with Section 9.2.5 of the Loan Agreement and in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof. Mortgagee is authorized to enter upon the Mortgaged Property for such purposes as appear in, defend or bring any action or proceeding to protect its interest in the Mortgaged Property or to foreclose this Mortgage or collect the Debt, and the reasonable cost and expense thereof (including reasonable attorneys' fees and disbursements to the extent permitted by law), with interest thereon at the Default Rate for the period after notice from
Mortgagee that such cost or expense was incurred to the date of payment to Mortgagee, shall constitute a portion of the Debt, shall be secured by this Mortgage and the other Loan Documents and shall be due and payable to Mortgagee in accordance with the terms of the Loan Agreement.

Section 1.10 Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default, subject to Section 1.28 below, Mortgagee may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, by Mortgagee itself or otherwise, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) declare the entire Debt to be immediately due and payable;

(ii) institute a proceeding or proceedings, judicial or nonjudicial, to the extent permitted by law, by advertisement or otherwise, for the complete foreclosure of this Mortgage, in which case the Mortgaged Property may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(iii) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Debt then due and payable, subject to the continuing lien of this Mortgage for the balance of the Debt not then due;

(iv) sell for cash or upon credit the Mortgaged Property and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to the power of sale, to the extent permitted by law, or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

(v) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in any other Loan Document;

(vi) recover judgment on the Note either before, during or after any proceeding for the enforcement of this Mortgage;

(vii) apply for the appointment of a trustee, receiver, liquidator or conservator of the Mortgaged Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of the Mortgagor or of any person, firm or other entity liable for the payment of the Debt;
(viii) enforce Mortgagee's interest in the Leases and Rents and enter into or upon the Mortgaged Property, either personally or by its agents, nominees or attorneys and dispossess Mortgagor and its agents and employees therefrom, and thereupon Mortgagee may (A) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with the Mortgaged Property and conduct the business thereon; (B) complete any construction on the Mortgaged Property in such manner and form as Mortgagee deems advisable; (C) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Property; (D) exercise all rights and powers of Mortgagor with respect to the Mortgaged Property, whether in the name of Mortgagor or otherwise, including the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive Rents; and (E) apply the receipts from the Mortgaged Property to the payment of the Debt, after deducting therefrom all expenses (including reasonable attorneys' fees and disbursements) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, insurance and other charges in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of Mortgagee, and its counsel, agents and employees;

(ix) require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of any portion of the Mortgaged Property occupied by Mortgagor, and require Mortgagor to vacate and surrender possession of the Mortgaged Property to Mortgagee or to such receiver, and, in default thereof, evict Mortgagor by summary proceedings or otherwise; or

(x) pursue such other rights and remedies as may be available at law or in equity or under the UCC, including the right to receive and/or establish a lock box for all Rents and proceeds from the Intangibles and any other receivables or rights to payments of Mortgagor relating to the Mortgaged Property.

In the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien on the remaining portion of the Mortgaged Property.

(b) The proceeds of any sale made under or by virtue of this Section 1.10, together with any other sums which then may be held by Mortgagee under this Mortgage, whether under the provisions of this paragraph or otherwise, shall be applied by Mortgagee to the payment of the Debt in such priority and proportion as set forth in the Loan Agreement.

(c) Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(d) Upon the completion of any sale or sales pursuant hereto, Mortgagee, or an officer of any court empowered to do so, shall execute and deliver to the
accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Upon the occurrence and during the continuation of an Event of Default, Mortgagee is hereby irrevocably appointed the true and lawful attorney of Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property and rights so sold and for that purpose Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power. Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Any sale or sales made under or by virtue of this Section 1.10, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof, from, through or under Mortgagor.

(e) Upon any sale made under or by virtue of this Section 1.10, whether made under a power of sale or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Debt the net sales price after deducting therefrom the expenses of the sale and costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage or any other Loan Document.

(f) No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect in any manner or to any extent the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any liens, rights, powers or remedies of Mortgagee hereunder, but such liens, rights, powers and remedies of Mortgagee shall continue unimpaired as before.

(g) Mortgagee may terminate or rescind any proceeding or other action brought in connection with its exercise of the remedies provided in this Section 1.10 at any time before the conclusion thereof, as determined in Mortgagee’s sole discretion and without prejudice to Mortgagee.

(h) Mortgagee may resort to any remedies and the security given by this Mortgage or in any other Loan Document in whole or in part, and in such portions and in such order as determined by Mortgagee’s sole discretion. No such action shall in any way be considered a waiver of any rights, benefits or remedies evidenced or provided by any Loan Document. The failure of Mortgagee to exercise any right, remedy or option provided in any Loan Document shall not be deemed a waiver of such right, remedy or option or of any covenant or obligation secured by any Loan Document. No acceptance by Mortgagee of any payment after the occurrence and during the continuation of any Event of Default and no payment by Mortgagee of any obligation for which Mortgagor is liable hereunder shall be deemed to waive
or cure any Event of Default, or Mortgagor’s liability to pay such obligation. No sale of all or any portion of the Mortgaged Property, no forbearance on the part of Mortgagee, and no extension of time for the payment of the whole or any portion of the Debt or any other indulgence given by Mortgagee to Mortgagor, shall operate to release or in any manner affect the interest of Mortgagee in the remaining Mortgaged Property or the liability of Mortgagor to pay the Debt. No waiver by Mortgagee shall be effective unless it is in writing and then only to the extent specifically stated. All costs and expenses of Mortgagee in exercising its rights and remedies under this Section 1.10 (including reasonable attorneys' fees and disbursements to the extent permitted by law), shall be paid by Mortgagor immediately upon notice from Mortgagee, with interest at the Default Rate for the period after notice from Mortgagee, and such costs and expenses shall constitute a portion of the Debt and shall be secured by this Mortgage.

(i) The interests and rights of Mortgagee under the Loan Documents shall not be impaired by any indulgence, including (i) any renewal, extension or modification which Mortgagee may grant with respect to any of the Debt, (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Mortgagee may grant with respect to the Mortgaged Property or any portion thereof or (iii) any release or indulgence granted to any maker, endorser, guarantor or surety of any of the Debt.

Section 1.11 Right of Entry. In addition to any other rights or remedies granted under this Mortgage, Mortgagee and its agents shall have the right to enter and inspect the Mortgaged Property in accordance with the terms of the Loan Agreement during the term of this Mortgage. The cost of such inspections or audits shall be borne by Mortgagor if an Event of Default exists, including the cost of all follow up or additional investigations or inquiries deemed reasonably necessary by Mortgagee. The cost of such inspections, if not paid for by Mortgagor following ten (10) days after written request therefor, may be added to the principal balance of the sums due under the Note and this Mortgage and shall bear interest thereon until paid at the Default Rate.

Section 1.12 Security Agreement. This Mortgage is both a real property mortgage and a “security agreement” within the meaning of the UCC. The Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Mortgaged Property. Mortgagor by executing and delivering this Mortgage has granted and hereby grants to Mortgagee, as security for the Debt, a security interest in the Mortgaged Property to the full extent that the Mortgaged Property may be subject to the UCC (such portion of the Mortgaged Property so subject to the UCC being called in this paragraph the “Collateral”). This Mortgage shall also constitute a “fixture filing” for the purposes of the UCC. As such, this Mortgage covers Mortgagor’s right, title and interest in and to all items of the Collateral that are or are to become fixtures. Information concerning the security interest herein granted may be obtained from the parties at the addresses of the parties set forth in the first paragraph of this Mortgage. Upon the occurrence and during the continuance of an Event of Default, Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, upon all rights and remedies granted to a secured party upon default under the UCC, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part
thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Mortgagee made in furtherance of Mortgagee’s rights described in the preceding sentence, Mortgagor shall at its expense assemble the Collateral and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Mortgagor shall pay to Mortgagee on demand any and all expenses, including reasonable attorneys’ fees and disbursements, incurred or paid by Mortgagee in protecting the interest in the Collateral and in enforcing the rights hereunder with respect to the Collateral. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Collateral, sent to Mortgagor in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Mortgagor. The proceeds of any disposition of the Collateral, or any part thereof, may be applied by Mortgagee to the payment of the Debt in such priority and proportions as provided for in the Loan Agreement. In the event of any change in name, identity or structure of Mortgagor, Mortgagor shall notify Mortgagee thereof and promptly after written request shall authorize Mortgagee to execute, file and record such UCC forms as are legally required to maintain the priority of Mortgagee’s lien upon and security interest in the Collateral, and shall pay all expenses and fees in connection with the filing and recording thereof. If the filing or recording of additional UCC forms or continuation statements is legally required, Mortgagor shall, promptly after request, authorize Mortgagee to execute, file and record such UCC forms or continuation statements as Mortgagor shall deem necessary, and shall pay all expenses and fees in connection with the filing and recording thereof, it being understood and agreed, however, that no such additional documents shall increase Mortgagor’s obligations under the Loan Documents. Upon the occurrence and during the continuation of an Event of Default, Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, coupled with an interest, to file with the appropriate public office on its behalf any financing or other statements signed only by Mortgagee, as secured party, in connection with the Collateral covered by this Mortgage.

Section 1.13 Actions and Proceedings. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other security instrument discharged in whole or in part by the Debt, and any such subrogation rights shall constitute additional security for the payment of the Debt.

Section 1.14 Marshaling and Other Matters. Mortgagor hereby waives, to the extent permitted by law, the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Mortgaged Property or any part thereof or any interest therein. Further, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage and on behalf of all persons to the extent permitted by applicable law. The lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee and, without limiting the generality of the foregoing, the lien hereof shall not be impaired by (i) any acceptance by Mortgagee of any other security for any portion of the Debt, (ii) any failure, neglect or omission on the part of Mortgagee to realize upon or protect any portion of the Debt or any collateral security therefor or
(iii) any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any portion of the Debt or of any of the collateral security therefor; and Mortgagee may foreclose, or exercise any other remedy available to Mortgagee under other Loan Documents without first exercising or enforcing any of its remedies under this Mortgage, and any exercise of the rights and remedies of Mortgagee hereunder shall not in any manner impair the Debt or the liens of any other Loan Document or any of Mortgagee’s rights and remedies thereunder.

Section 1.15 Notices. All notices, consents, approvals and requests required or permitted hereunder shall be in writing, and shall be sent, and shall be deemed effective, as provided in the Loan Agreement.

Section 1.16 Inapplicable Provisions. If any term, covenant or condition of this Mortgage is held to be invalid, illegal or unenforceable in any respect, this Mortgage shall be construed without such provision.

Section 1.17 Headings. The paragraph headings in this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 1.18 Duplicate Originals. This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

Section 1.19 Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage may be used interchangeably in singular or plural form; and the word “Mortgagor” shall mean “each Mortgagor and any subsequent owner or owners of the Mortgaged Property or any part thereof or any interest therein,” the word “Mortgagee” shall mean “Mortgagee and any subsequent holder of the Note,” the words “Mortgaged Property” shall include any portion of the Mortgaged Property and any interest therein, the word “including” means “including but not limited to” and the words “attorneys’ fees” shall include any and all attorneys’ fees, paralegal and law clerk fees, including fees at the pre-trial, trial and appellate levels incurred or paid by Mortgagee in protecting its interest in the Mortgaged Property and Collateral and enforcing its rights hereunder.

Section 1.20 Homestead. Mortgagor hereby waives and renounces all homestead and exemption rights provided by the Constitution and the laws of the United States and of any state, in and to the Mortgaged Property as against the collection of the Debt, or any part thereof.

Section 1.21 Assignments. Mortgagee shall have the right to assign or transfer its rights under this Mortgage without limitation to any Person to whom the Loan is transferred in accordance with the Loan Agreement. Any assignee or transferee shall be entitled to all the benefits afforded Mortgagee under this Mortgage.
Section 1.22 Waiver of Jury Trial. MORTGAGOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY MORTGAGOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. MORTGAGEE IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY MORTGAGOR.

Section 1.23 Consents. Any consent or approval by Mortgagee in any single instance shall not be deemed or construed to be Mortgagee’s consent or approval in any like matter arising at a subsequent date, and the failure of Mortgagee to promptly exercise any right, power, remedy, consent or approval provided herein or at law or in equity shall not constitute or be construed as a waiver of the same nor shall Mortgagee be estopped from exercising such right, power, remedy, consent or approval at a later date. Any consent or approval requested of and granted by Mortgagee pursuant hereto shall be narrowly construed to be applicable only to Mortgagor and the matter identified in such consent or approval and no third party shall claim any benefit by reason thereof, and any such consent or approval shall not be deemed to constitute Mortgagee a venturer or partner with Mortgagor nor shall privity of contract be presumed to have been established with any such third party. If Mortgagee, in its reasonable discretion, deems it to be in its best interest to retain assistance of persons, firms or corporations (including attorneys, title insurance companies, appraisers, engineers and surveyors) with respect to a request for consent or approval, Mortgagor shall reimburse Mortgagee for all costs reasonably incurred in connection with the employment of such persons, firms or corporations to the extent required under the Loan Agreement.

Section 1.24 Loan Repayment. Provided no Event of Default exists, this Mortgage will be satisfied and discharged of record by Mortgagee prior to the Maturity Date only in accordance with the terms and provisions set forth in the Loan Agreement.

Section 1.25 Partial Release. Mortgagee shall, upon request made by Mortgagor in accordance with the terms of the Loan Agreement, from time to time release all or a portion of the Mortgaged Property by delivering to Mortgagor a duly executed and acknowledged partial release of the lien of this Mortgage in recordable form and a UCC-3 release of security interest and any other documentation reasonably required to effect such release (or, if Mortgagor requests, by delivering without the imposition of any charge or fee therefor, an assignment of Mortgage and a UCC-3 assignment (such assignments to be without recourse or warranty, but containing representation as to ownership, no lien or encumbrance and outstanding principal balance) in lieu of such release), provided that all of the conditions set forth in Section 9.4 of the Loan Agreement have been satisfied or waived. Mortgagor agrees to bear and shall pay or reimburse Mortgagee on demand for all reasonable expenses (including

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reasonable attorneys’ fees) incurred by Mortgagee in connection with an assignment of the Mortgage.

Section 1.26 Other Mortgages; No Election of Remedies.

(a) The Debt is now or may hereafter be secured by one or more other mortgages, deeds of trust and other security agreements (collectively, as the same may be amended and in effect from time to time, are herein collectively called the “Other Mortgages”), which cover or will hereafter cover other properties that are or may be located in various states (the “Other Collateral”). The Other Mortgages will secure the Debt and the performance of the other covenants and agreements of Mortgagor set forth in the Loan Documents. Upon the occurrence and during the continuation of an Event of Default, Mortgagor may proceed under this Mortgage and/or any or all the Other Mortgages against either the Mortgaged Property and/or any or all the Other Collateral in one or more parcels and in such manner and order as Mortgagee shall elect. Mortgagor hereby irrevocably waives and releases, to the extent permitted by law, and whether now or hereafter in force, any right to have the Mortgaged Property and/or the Other Collateral marshaled upon any foreclosure of this Mortgage or any Other Mortgage.

(b) Without limiting the generality of the foregoing, and without limitation as to any other right or remedy provided to Mortgagee in this Mortgage or the other Loan Documents upon the occurrence and during the continuation of an Event of Default (i) Mortgagee shall have the right to pursue all of its rights and remedies under this Mortgage and the Loan Documents, at law and/or in equity, in one proceeding, or separately and independently in separate proceedings from time to time, as Mortgagee, in its sole and absolute discretion, shall determine from time to time, (ii) Mortgagee shall not be required to either marshal assets, sell any portion of the Mortgaged Property and/or any Other Collateral in any particular order of alienation (and may sell the same simultaneously and together or separately), or be subject to any “one action” or “election of remedies” law or rule with respect to the Mortgaged Property and/or Other Collateral, (iii) the exercise by Mortgagee of any remedies against any one item of Mortgaged Property will not impede Mortgagee from subsequently or simultaneously exercising remedies against any other item of Mortgaged Property and/or Other Collateral, (iv) all liens and other rights, remedies or privileges provided to Mortgagee herein shall remain in full force and effect until Mortgagee has exhausted all of its remedies against the Mortgaged Property and all Mortgaged Property has been foreclosed, sold and/or otherwise realized upon in satisfaction of the Debt, and (v) Mortgagee may resort for the payment of the Debt to any security held by Mortgagee in such order and manner as Mortgagee, in its discretion, may elect and Mortgagee may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Mortgagee hereafter to foreclose this Mortgage.

(c) Without notice to or consent of Mortgagor and without impairment of the lien and rights created by this Mortgage, Mortgagee may, at any time (in its sole and absolute discretion, but Mortgagee shall have no obligation to), execute and deliver to Mortgagor a written instrument releasing all or a portion of the lien of this Mortgage as security for any or

ny-003604

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all of the obligations of Mortgagor now existing or hereafter arising under or in respect of the 
Note, the Loan Agreement and each of the other Loan Documents, whereupon following the 
execution and delivery by Mortgagee to Mortgagor of any such written instrument of release, 
this Mortgage shall no longer secure such obligations of Mortgagor so released.

Section 1.27 GOVERNING LAW. WITH RESPECT TO MATTERS 
RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO 
THE ENFORCEMENT OF THE LIENS CREATED PURSUANT TO THIS 
MORTGAGE, THIS MORTGAGE SHALL BE GOVERNED BY, AND CONSTRUED IN 
ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS 
LOCATED (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF), 
IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN 
THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW 
OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD 
TO CONFLICT OF LAW PROVISIONS THEREOF) SHALL GOVERN ALL MATTERS 
RELATING TO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS AND 
ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR 
THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED 
HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN 
ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AS SET FORTH 
IN THE GOVERNING LAW PROVISION OF THE LOAN AGREEMENT.

Section 1.28 Exculpation. The liability of Mortgagor hereunder is limited 
pursuant to Section 11.1 of the Loan Agreement.

Section 1.29 Intentionally Omitted.

Section 1.30 Variable Interest Rate. The Loan secured by this Mortgage is a 
variable interest rate loan, as more particularly set forth in the Loan Agreement.

Section 1.31 Expenses. Mortgagor’s obligation hereunder to reimburse or pay 
any of Mortgagee’s costs and expenses under this Mortgage shall be subject to the specific terms 
and limitations contained in Section 5.29 of the Loan Agreement.

ARTICLE 2

STATE-SPECIFIC PROVISIONS

Section 2.1 Conflicts With Article 1. In the event of any conflict between the 
provisions of this Article 2 and any provision of Article 1, then the provisions of this Article 2 
shall control.

Section 2.2 Foreclosure. In addition to the rights and remedies set forth herein, 
at the option of Mortgagee this Mortgage may be foreclosed in any manner now or hereafter
provided by Alabama law, and Mortgagee, or its agent, may sell the Mortgaged Property or any part of the Mortgaged Property at one or more public sales before the door of the courthouse of the county or counties, as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required. At any such sale, Mortgagee may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. In the event of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels and in such manner or order as Mortgagee in its sole discretion may elect. Any sale may be adjourned by Mortgagee, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

[NO FURTHER TEXT ON THIS PAGE]
IN WITNESS WHEREOF, Mortgagor has executed this instrument as of the
day and year first above written.

MORTGAGOR:

FIRST STATES INVESTORS HFS, L.P., a
Delaware limited partnership

By: First States Investors HFS GP, LLC,
a Delaware limited liability company
its general partner

By: ____________________________
   Name: Sonya A. Huffman
   Title: Vice President

FIRST STATES INVESTORS FPC, L.P., a
Delaware limited partnership

By: First States Investors FPC GP, LLC,
a Delaware limited liability company
its general partner

By: ____________________________
   Name: Sonya A. Huffman
   Title: Vice President

FIRST STATES INVESTORS TRS, L.P., a
Delaware limited partnership

By: First States Investors TRS GP, LLC,
a Delaware limited liability company
its general partner

By: ____________________________
   Name: Sonya A. Huffman
   Title: Vice President

ny-803604

MORT 537 765
Recorded In Above Book and Page
05/01/2008 11:57:58 AM
Janice Nagler
Probate Judge
Bull County, Alabama
STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

I, the undersigned, a Notary Public in and for said State at Large, hereby
certify that Sonya A. Huffman, whose name as Vice President of First States Investors HFS GP,
LLC, a Delaware limited liability company, , acting in its capacity as General Partner of First
States Investors HFS, L.P., a Delaware limited partnership, is signed to the foregoing instrument,
and who is known to me, acknowledged before me on this day that, being informed of the
contents of said instrument, Sonya A. Huffman, as such Vice President and with full authority,
executed the same voluntarily for and as the act of said limited liability company, acting in its
aforesaid capacity as General Partner of said limited partnership.

Given under my hand this 23\textsuperscript{th} day of March, 2008.

(SEAL)
Notary Public
My Commission Expires: 4-15-2011

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

I, the undersigned, a Notary Public in and for said State at Large, hereby
certify that Sonya A. Huffman, whose name as Vice President of First States Investors FPC GP,
LLC, a Delaware limited liability company, , acting in its capacity as General Partner of First
States Investors FPC, L.P., a Delaware limited partnership, is signed to the foregoing instrument,
and who is known to me, acknowledged before me on this day that, being informed of the
contents of said instrument, Sonya A. Huffman, as such Vice President and with full authority,
executed the same voluntarily for and as the act of said limited liability company, acting in its
aforesaid capacity as General Partner of said limited partnership.

Given under my hand this 25\textsuperscript{th} day of March, 2008.

(SEAL)
Notary Public
My Commission Expires: 4-15-2011

ny-8035604
STATE OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that Sonya A. Huffman, whose name as Vice President of First States Investors TRS GP, L.L.C., a Delaware limited liability company, . acting in its capacity as General Partner of First States Investors TRS, L.P., a Delaware limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, Sonya A. Huffman, as such Vice President and with full authority, executed the same voluntarily for and as the act of said limited liability company, acting in its aforesaid capacity as General Partner of said limited partnership.

Given under my hand this 26 day of March, 2008.

[Signature]
(Seal)
Notary Public
My Commission Expires 4/15/2011

COMMONWEALTH OF PENNSYLVANIA
Loreena Kay Trinning, Notary Public
City Of Philadelphia, Philadelphia County
My Commission Expires April 15, 2011

Member, Pennsylvania Association of Notaries

ny:803604
EXHIBIT A

Legal Descriptions

Bolded language in this exhibit is for clarification and reference only.

FPC – COTTONWOOD, ALABAMA SITE 3707
[OUR FILE NO. NCS-340848AL7]

SITUATED IN THE CITY OF COTTONWOOD, COUNTY OF HOUSTON, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 86 FEET NORTH OF CORNER OF STABLES NOW OR FORMERLY OF MALONE PILCHER COMPANY ON WEST SIDE OF MAIN STREET RUNNING ALONG MAIN STREET NORTHWARD TO GROVE STREET THENCE ALONG GROVE STREET WESTWARD TO METCALF STREET, THENCE ALONG METCALF STREET SOUTHWARD TO A POINT WITH 81 FEET OF MALONE PILCHER COMPANY’S STABLE, THENCE ALONG LINE NOW OR FORMERLY OF VACANT LOT OF MALONE PILCHER COMPANY EASTWARD TO MAIN STREET TO STARTING POINT.

AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ONE LOT OR PARCEL OF LAND IN THE TOWN OF COTTONWOOD, HOUSTON COUNTY, ALABAMA, AS SURVEYED BY STEENSLAND & ASSOCIATES, INC., AS PER PLAT DATED 10/3/1980 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE BACK OF THE CURB ON THE EAST SIDE OF METCALF STREET (42° PAVED) AND THE SOUTH SIDE OF GROVE STREET (30° PAVED) SAID POINT BEING MARKED BY A SET IRON PIPE, THENCE SOUTH 04°22’08” WEST ALONG THE BACK OF THE CURB ON THE EAST SIDE OF METCALF STREET 61.25 FEET TO A SET IRON PIPE IN LINE WITH AN OLD FENCE; THENCE SOUTH 68°20’14” EAST ALONG AN OLD FENCE AND AN EXTENSION THEREOF 169.49 FEET TO THE WEST RIGHT OF WAY LINE OF MAIN STREET (70’ ROW) (ALABAMA HIGHWAY NO. 53), SAID POINT BEING MARKED BY AN IRON PIPE; THENCE NORTH 23°15’14” EAST ALONG THE WEST RIGHT OF WAY OF MAIN STREET 118.94 FEET TO THE INTERSECTION OF SAID RIGHT OF WAY WITH THE BACK OF THE CURB ON THE SOUTH SIDE OF GROVE STREET; THENCE NORTH 85°53’26” WEST ALONG THE BACK OF THE CURB ON THE SOUTH SIDE OF GROVE STREET 200.33 FEET TO THE POINT OF BEGINNING AND BEING LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 27 EAST.

ALSO:

ny-805352

MRT 537 768
Recorded In Above Book and Page
05/01/2008 11:07:58 PM
Ennice Hugler
Probate Judge
Dale County, Alabama

LESS AND EXCEPT ANY PORTION OF SUBJECT PROPERTY LYING WITH A ROAD RIGHT OF WAY.
SITUATED IN THE CITY OF HUNTSVILLE, COUNTY OF MADISON, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PART OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, CITY OF HUNTSVILLE, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE INTERSECTION OF NORTH MARGIN OF OAKWOOD AVENUE WITH THE WEST MARGIN OF FRONT STREET; THENCE ALONG THE NORTH MARGIN OF SAID OAKWOOD AVENUE AS FOLLOWS: NORTH 89 DEGREES 26 MINUTES WEST 92.60 FEET, NORTH 75 DEGREES 24 MINUTES WEST 90.75 FEET AND NORTH 41 DEGREES 44 MINUTES WEST 42.43 FEET TO THE EAST MARGIN OF MERIDIAN STREET; THENCE ALONG THE EAST MARGIN OF MERIDIAN STREET NORTH 18 DEGREES 44 MINUTES EAST 134.0 FEET; THENCE SOUTH 71 DEGREES 16 MINUTES EAST 216.65 FEET TO A POINT ON THE WEST MARGIN OF FRONT STREET; THENCE ALONG THE WEST MARGIN OF SAID FRONT STREET SOUTH 18 DEGREES 55 MINUTES WEST 120.0 FEET TO THE POINT OF BEGINNING.
FPC – TROY PASS, ALABAMA SITE 3717
[OUR FILE NO. NCS-340848A1.2]

SITUATED IN THE CITY OF TROY, COUNTY OF PIKE, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

TRACT "A":

A PORTION OF A LOT LYING ON THE SOUTH SIDE OF CORMAN AVENUE IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 21 EAST, ST. STEPHENS MERIDIAN, IN THE CITY OF TROY, PIKE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT 1 BLOCK D, ACCORDING TO THE MAP OF ERUNDIDGE ROAD PLAT NO. 2, RECORDED IN MAP BOOK 2, AT PAGE 9, IN THE PROBATE OFFICE OF SAID COUNTY, AND WHICH SAID MONUMENT IN ON THE NORTH MARGIN OF U.S. HIGHWAY NO. 231; THENCE RUN NORTH 01°34'34" WEST FOR 207.51 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID LOT 1 OF BLOCK D, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN NORTH 76°17'00" WEST FOR 26.00 FEET TO A POINT; THENCE RUN NORTH 14°50'34" EAST FOR 204.91 FEET TO A POINT ON THE SOUTH MARGIN OF CORMAN AVENUE; THENCE RUN SOUTH 76°09'36" EAST ALONG SAID MARGIN FOR 25.99 FEET TO AN IRON PIPE AT THE NORTHEAST CORNER OF THAT CERTAIN LOT DESCRIBED IN DEED BOOK 129, AT PAGE 687, IN SAID PROBATE OFFICE; THENCE RUN SOUTH 13°31'08" WEST ALONG THE EAST LINE OF SAID LOT FOR 204.82 FEET TO AN IRON PIPE; THENCE RUN NORTH 76°17'00" WEST FOR 4.72 FEET TO THE POINT OF BEGINNING.

TRACT "B":

A PARCEL OF LAND LYING ON THE NORTH SIDE OF U.S. HIGHWAY NO. 231 (4 LANE) IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 21 EAST, ST. STEPHENS MERIDIAN, IN THE CITY OF TROY, PIKE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A 4-INCH SQUARE CONCRETE MONUMENT FOUND AT THE SOUTHWEST CORNER OF LOT 1 OF BLOCK D, ACCORDING TO THE MAP OF ERUNDIDGE ROAD PLAT NO. 2, RECORDED IN MAP BOOK 2, AT PAGE 9, IN THE PROBATE OFFICE OF SAID COUNTY, THENCE RUN NORTH 76° 14' 00" WEST ALONG THE NORTH MARGIN OF THE RIGHT OF WAY OF SAID HIGHWAY FOR 312.00 FEET TO THE SOUTHWEST CORNER OF LOT 22, ACCORDING TO THE MAP OF BRUNDIDGE ROAD PLAT, RECORDED IN MAP BOOK 2, AT PAGE 1-C, IN SAID PROBATE OFFICE; THENCE RUN NORTH 16° 25' 30" EAST FOR 200.11 FEET TO AN OLD 3-INCH IRON PIPE AT THE NORTHWEST CORNER OF SAID LOT 22; THENCE RUN SOUTH 76° 17' 00" EAST FOR 247.82 FEET TO A 4-INCH SQUARE

ny-805352
CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID LOT 1 OF BLOCK D; AND THENCE RUN SOUTH 01° 34' 34" EAST ALONG THE WEST LINE OF SAID LOT 1 OF BLOCK D FOR 207.51 FEET TO THE POINT OF BEGINNING.

SAID TRACT A & B HEREINAFTER BEING FURTHER DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN PIKE COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF BLOCK D, ACCORDING TO THE MAP IN BRUNDIDGE ROAD PLAT NO. 2 RECORDED IN MAP BOOK 2, AT PAGE 9, IN THE PROBATE OFFICE OF SAID COUNTY; THENCE RUN NORTH 76° 14' 00" WEST FOR A DISTANCE OF 312.00 FEET TO A POINT; THENCE RUN NORTH 16° 25' 30" EAST FOR A DISTANCE OF 200.11 FEET TO AN IRON PIN; THENCE RUN SOUTH 76° 17' 00" EAST FOR A DISTANCE OF 221.82 FEET TO A POINT; THENCE RUN NORTH 14° 50' 34" EAST FOR A DISTANCE OF 204.91 FEET TO A POINT LOCATED ON THE SOUTHERN RIGHT OF WAY MARGIN OF CORMAN AVENUE (50 FOOT PUBLIC RIGHT OF WAY); THENCE RUN SOUTH 76° 09' 39" EAST FOR A DISTANCE OF 25.99 FEET TO A POINT; THENCE RUN SOUTH 13° 31' 08" WEST FOR A DISTANCE OF 204.82 FEET TO A POINT; THENCE RUN SOUTH 76° 17' 00" EAST FOR A DISTANCE OF 4.72 FEET TO A POINT; THENCE RUN SOUTH 01° 34' 34" EAST FOR A DISTANCE OF 207.51 FEET TO THE POINT OF BEGINNING.
FPC – EAST GADSDEN, ALABAMA SITE 3716
[OUR FILE NO. NCS-340848AL4]

SITUATED IN THE CITY OF EAST GADSDEN, COUNTY OF ETOWAH, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT WHERE THE SOUTHEAST LINE OF LOT NUMBER 10 INTERSECTS THE NORTHEAST LINE THEREOF IN BLOCK NUMBER 1 IN NOWLINS SECOND ADDITION TO EAST GADSDEN AS SHOWN BY A MAP THEREOF RECORDED IN PLAT BOOK "C", PAGE 13, PROBATE OFFICE, ETOWAH COUNTY, ALABAMA; THENCE RUN IN A SOUTHWESTERLY DIRECTION AND ALONG THE SOUTHEAST LINE OF LOT NUMBERS 10, 11 AND 3 IN SAID BLOCK NUMBER 1 TO WHERE THE SOUTHEAST LINE OF LOT NUMBER 3 INTERSECTS THE NORTHEAST LINE OF EAST 2ND STREET AS SHOWN BY SAID MAP; THENCE IN A NORTHWESTERLY DIRECTION AND ALONG THE NORTHEAST LINE OF SAID EAST 2ND STREET AND SAID LINE PRODUCED IN A NORTHWESTERLY DIRECTION IN A DIRECT LINE TO THE PRESENT SOUTHEAST LINE OF MITCHELL AVENUE OR NORTH 6TH STREET; THENCE IN A NORTHEASTERLY DIRECTION AND ALONG THE PRESENT SOUTHEAST LINE OF MITCHELL AVENUE OR NORTH 6" STREET TO THE ORIGINAL NORTHWEST LINE OF MITCHELL AVENUE AS SHOWN BY SAID PLAT; THENCE IN A NORTHEASTERLY DIRECTION AND ALONG THE ORIGINAL NORTHWEST LINE OF SAID MITCHELL AVENUE TO WHERE THE SOUTHWEST LINE OF EAST 3RD STREET, PRODUCED IN A NORTHWESTERLY DIRECTION INTERSECTS THE SAME; THENCE IN A SOUTHEASTERLY DIRECTION AND ALONG THE PRODUCTION OF THE SOUTHWEST LINE OF SAID EAST 3RD STREET AND ALONG THE SOUTHWEST LINE OF EAST 3RD STREET TO THE POINT OF BEGINNING, SAID DESCRIPTION EMBRACING LOT NUMBERS ONE (1), TWO (2), THREE (3), TEN (10) AND ELEVEN (11) AND THE 16 FOOT ALLEY LYING SOUTHWEST OF AND ADJOINING SAID LOT NUMBER 11 AND ALL THAT PORTION OF THE ORIGINAL MITCHELL AVENUE LYING NORTHWEST OF AND ADJOINING LOTS NUMBERS 1, 10 AND 11 AND THE 16 FOOT ALLEY ABOVE MENTIONED, ALL IN BLOCK NUMBER ONE (1) IN NOWLINS SECOND ADDITION TO EAST GADSDEN, ACCORDING TO THE MAP THEREOF RECORDED IN PLAT BOOK "C", PAGE 13, PROBATE OFFICE AND LYING AND BEING IN GADSDEN, ETOWAH COUNTY, ALABAMA, SAVE AND EXCEPT THOSE PORTIONS OF LOTS NUMBERS 10 AND 11 ABOVE DESCRIBED, CONVEYED BY H.B. HOLLOWAY, SR., AND WIFE, GRACE L. HOLLOWAY TO CITY OF GADSDEN BY DEED DATED 31ST DECEMBER, 1956 AND RECORDED IN BOOK 657, PAGE 237, SAID PROBATE OFFICE, AND SUBJECT TO THE RIGHTS OF THE PUBLIC TO THE USE OF THOSE PORTION OF THE ORIGINAL MITCHELL AVENUE, ABOVE DESCRIBED, WHICH MAY NOW BE EMBRACED WITHIN THE BOUNDARIES OF MEIGHAN BOULEVARD, KNOWN AS PROJECT U-208(5).
FPC – GOODWATER, ALABAMA SITE 3685
[OUR FILE NO. NCS-340848AL5]

Record Description:

Situated in the City of Goodwater, County of Coosa, State of Alabama, and is described as follows:

Beginning at the intersection of the East side of Alabama Highway #9 (formerly U.S. Highway 280) with the South side of Second Avenue in the Town of Goodwater, Coosa County, Alabama, thence run East along the South side of Second Avenue a distance of 168 feet to a point; thence run South parallel to Alabama Highway #9 (formerly U.S. Highway 280) a distance of 208.2 feet to a point on the South line of Lot 20 of Block C of Staples Subdivision, thence run West a distance of 168 feet to the East right of way of Alabama Highway #9 (formerly U.S. Highway 280); thence run North along said right of way a distance of 200 feet to the point of beginning.

The above described lot is Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block C, less that portion lying within the right of way of U.S. Highway 280, Lots 28, 29 and 30 of Block C, and a portion of Lots 13, 14, 15, 20, 21, 22, 23, 24, 25, 26 and 27 of Block C, all in Staples Subdivision in Goodwater, Coosa County, Alabama, according to the map of said subdivision recorded in the Office of the Judge of Probate of Coosa County, Alabama, in Deed Book U, Page 59.

Parcel ID #

As Surveyed Description:

A parcel of land lying on the east side of Alabama Highway #9 and on the south side of Second Avenue, being a portion of Lots #1, #2, #3, #4, #5, #6, #7, #8, #9, #13, #14, #15, #19, #20, #21, #22, #23, #24, #25, #26, #27, #28 and all of Lot #29 and #30, of Block C, all in Staples Subdivision in Goodwater, Coosa County, Alabama, according to the map of said subdivision recorded in the Office of the Judge of Probate of Coosa County, Alabama, in Deed Book U, page 59, being situated in the Northeast 1/4 of the Northwest 1/4 of Section 22, Township 24 North, Range 20 East, City of Goodwater, Coosa County, Alabama, being more particularly described as follows: Beginning at the intersection of the east right of way of Alabama Highway #9 (30 feet from centerline) and south right of way of Second Avenue (15 feet from centerline); thence along the south the south right of way of Second Avenue North 86° 50’ 36” East 168.54 feet; thence leaving said right of way South 02° 47’ 57” West 208.09 feet; thence West 167.55 feet to a point on the east right of way Alabama Highway #9 (30 feet from centerline); thence along said right of way North 02° 43’ 10” East 198.79 feet to the point of beginning.
Less and except any portion of subject property lying within a road right of way.
SITUATED IN THE CITY OF HACKLEBURG, COUNTY OF MARION, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN THAT IS 988 FEET SOUTH OF THE NW CORNER OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 12 WEST, MARION COUNTY, ALABAMA, SAID IRON PIN BEING LOCATED ON THE EAST SIDE OF NORTH STREET; THENCE N. 75° 00' E., A DISTANCE OF 218 FEET TO AN IRON PIN; THENCE SOUTH AND PARALLEL WITH THE EAST SIDE OF SAID NORTH STREET A DISTANCE OF 70 FEET; THENCE S. 56° 00' W., A DISTANCE OF 250 FEET TO THE EAST SIDE OF SAID NORTH STREET; THENCE NORTH AND ALONG THE EAST SIDE OF SAID STREET 137 FEET TO THE POINT OF BEGINNING, LYING AND BEING SITUATED IN THE NW ¼ OF THE NW ¼ OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 12 WEST, MARION COUNTY, ALABAMA.

ALSO: BEGINNING AT AN IRON PIN THAT IS 1125 FEET SOUTH OF THE NW CORNER OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 12 WEST, SAID IRON PIN LOCATED ON THE EAST SIDE OF NORTH STREET; THENCE NORTH 56° 00' EAST A DISTANCE OF 117 FEET TO AN IRON PIN; THENCE SOUTH 35° 40' EAST A DISTANCE OF 206.6 FEET TO AN IRON PIN LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 43; THENCE SOUTHWESTERLY AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 265 FEET TO THE EAST SIDE OF SAID NORTH STREET; THENCE NORTH AND ALONG THE EAST SIDE OF SAID NORTH STREET, A DISTANCE OF 248 FEET TO THE POINT OF BEGINNING, LYING AND BEING SITUATED IN THE WEST HALF OF NW ¼, SECTION 17, TOWNSHIP 9 SOUTH, RANGE 12 WEST, MARION COUNTY, ALABAMA.

LESS AND EXCEPT: BEGIN AT AN IRON PIN THAT IS 988 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 12 WEST, SAID IRON PIN LOCATED ON THE EAST SIDE OF NORTH STREET; THENCE NORTH 75° 00' EAST A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING OF THE LAND HEREBIN DESCRIBED; THENCE CONTINUE NORTH 75° 00' EAST A DISTANCE OF 118 FEET; THENCE SOUTH AND PARALLEL WITH EAST SIDE OF NORTH STREET A DISTANCE OF 70 FEET; THENCE SOUTH 56° 00' WEST A DISTANCE OF 77 FEET; THENCE NORTH 34° 00' WEST A DISTANCE OF 95 FEET TO THE POINT OF BEGINNING, LYING IN THE NW ¼ OF NW ¼, SECTION 17, TOWNSHIP 9 SOUTH, RANGE 12 WEST, MARION COUNTY, ALABAMA.
ALSO LESS AND EXCEPT: BEGIN AT AN IRON PIN THAT IS 988 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 12 WEST. SAID IRON PIN LOCATED ON THE EAST SIDE OF NORTH STREET; THENCE NORTH 75° 00' EAST A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 75° 00' EAST A DISTANCE OF 60 FEET; THENCE SOUTH 34° 00' EAST A DISTANCE OF 95 FEET; THENCE SOUTH 56° 00' WEST A DISTANCE OF 56 FEET; THENCE NORTH 35° 40' WEST A DISTANCE OF 110 FEET TO THE POINT OF BEGINNING, LYING AND BEING SITUATED IN THE NW ¼ OF NW ¼ SECTION 17, TOWNSHIP 9 SOUTH, RANGE 12 WEST, MARION COUNTY, ALABAMA.
QUINTARD AVE, ALABAMA SITE 4207
[OUR FILE NO. NCS-335056AL2]

SITUATED IN THE CITY OF ANNISTON, COUNTY OF CALHOUN, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST PROPERTY LINE OF QUINTARD AVENUE 105 FEET SOUTH OF THE SOUTHEAST CORNER OF THE INTERSECTION OF QUINTARD AVENUE WITH ELEVENTH STREET; THENCE SOUTH ALONG SAID EAST PROPERTY LINE 105 FEET; THENCE EAST AT A RIGHT ANGLE 190 FEET, MORE OR LESS, TO AN ALLEY; THENCE NORTH ALONG SAID ALLEY 105 FEET; THENCE WEST 190 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, TOGETHER WITH ALL THE IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, SITUATED IN BLOCK 17, ACCORDING TO THE MAP OF THE ANNISTON CITY LAND COMPANY, IN THE CITY OF ANNISTON, CALHOUN COUNTY, ALABAMA, SUBJECT TO THE CONDITIONS AND RESTRICTIONS CONTAINED IN THE DEED OF THE PROPERTY HEREINABOVE DESCRIBED FROM THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF ALABAMA, A CORPORATION, TO E.D. KING, DATED DECEMBER 24, 1956.

ALSO:

LOT 2, BLOCK 17, AS SHOWN ON THE MAP OF THE PROPERTIES OF GRACE CHURCH, ANNISTON, ALABAMA, AND THE ANNISTON NATIONAL BANK RECORDED IN PLAT BOOK O, PAGE 49, IN THE OFFICE OF THE JUDGE OF PROBATE OF CALHOUN COUNTY, ALABAMA, SAID PROPERTY FRONTING 100 FEET ON THE EAST SIDE OF QUINTARD AVENUE AND EXTENDING BACK OF EVEN WIDTH TO THE ALLEY SHOWN ON SAID PLAT; SITUATED IN THE CITY OF ANNISTON, CALHOUN COUNTY, ALABAMA.

ALSO:

BEGINNING AT A POINT ON THE SOUTH LINE OF EAST ELEVENTH STREET, 120 FEET EAST OF THE SOUTHEAST CORNER OF THE INTERSECTION OF QUINTARD AVENUE AND ELEVENTH STREET; RUNNING THENCE EAST, ALONG THE SOUTH LINE OF ELEVENTH STREET, 35 FEET; THENCE SOUTH, PARALLEL WITH QUINTARD AVENUE, 105 FEET; THENCE WEST, PARALLEL WITH ELEVENTH STREET, 35 FEET; THENCE NORTH, 105 FEET TO THE POINT OF BEGINNING; BEING A PART OF LOT 1 IN BLOCK 17, AS SHOWN ON THE MAP OF ANNISTON CITY LAND COMPANY, AND BEING THE PREMISES KNOWN AS 210 EAST ELEVENTH STREET, SITUATED, LYING AND BEING IN THE CITY OF ANNISTON, CALHOUN COUNTY, ALABAMA.
ALSO:

BEGINNING AT A POINT ON THE SOUTH LINE OF EAST ELEVENTH STREET, 155 FEET EAST OF THE SOUTHEAST CORNER OF THE INTERSECTION OF QUINTARD AVENUE AND ELEVENTH STREET; RUNNING THENCE EAST ALONG THE SOUTH SIDE OF ELEVENTH STREET, 35 FEET TO AN ALLEY; THENCE SOUTH, ALONG SAID ALLEY, 105 FEET; THENCE WEST, PARALLEL WITH ELEVENTH STREET, 35 FEET; THENCE NORTH, 105 FEET TO THE POINT OF BEGINNING BEING A PART OF LOT 1 IN BLOCK 17, AS SHOWN ON THE MAP OF ANNISTON CITY LAND COMPANY, AND BEING THE PREMISES KNOWN AS 210 EAST ELEVENTH STREET, SITUATED, LYING AND BEING IN THE CITY OF ANNISTON, CALHOUN COUNTY, ALABAMA.

ALSO:

BEGINNING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF QUINTARD AVENUE WITH ELEVENTH STREET; THENCE SOUTH ALONG THE EAST PROPERTY LINE OF QUINTARD AVENUE 105 FEET; THENCE EAST AT A RIGHT ANGLE 120 FEET; THENCE NORTH AT A RIGHT ANGLE 105 FEET TO THE SOUTH PROPERTY LINE OF ELEVENTH STREET; THENCE WEST 120 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, SITUATE IN BLOCK 17, ACCORDING TO THE MAP OF THE ANNISTON CITY LAND COMPANY, IN THE CITY OF ANNISTON, CALHOUN COUNTY, ALABAMA.
SITUATED IN THE CITY OF TUSCALOOSA, COUNTY OF TUSCALOOSA, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

ALL OF LOTS NUMBERED 1 AND 3, ACCORDING TO THE MAP OF CRESTVIEW, A PLAT OR PLAN OF WHICH IS RECORDED IN THE OFFICE OF THE PROBATE JUDGE OF TUSCALOOSA COUNTY, ALABAMA, IN PLAT BOOK 4, PAGE 132, SAME BEING A PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 21, RANGE 9 WEST, LYING IN TUSCALOOSA COUNTY, ALABAMA.

PARCEL II:

LOTS NUMBERED 5 AND 7 AS SHOWN AND DESIGNATED ON A MAP OR PLAT OF THE SURVEY OF CRESTVIEW MADE BY C. M. AYRES FOR A. G. WILLIAMS AND J. A. ANDERSON, A MAP OR PLAT OF WHICH IS ON RECORD IN THE PROBATE OFFICE OF TUSCALOOSA COUNTY, ALABAMA, IN PLAT BOOK NUMBERED 4 ON PAGE 132.

PARCEL III:

A STRIP OF PROPERTY 13.5 FEET OFF THE EAST SIDE OF LOT #75 OF MCGUIRE SUBDIVISION LESS THE NORTH 100 FEET OF SAID LOT #75, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT WHICH IS 100 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT #75; THENCE RUN WEST AND PARALLEL WITH THE NORTH BOUNDARY OF SAID LOT #75 FOR A DISTANCE OF 13.5 FEET TO A POINT; THENCE TURN LEFT AND RUN SOUTH PARALLEL WITH THE EAST BOUNDARY OF SAID LOT #75 FOR A DISTANCE OF 135.00 FEET TO THE NORTH BOUNDARY OF UNIVERSITY BOULEVARD (UNIVERSITY BOULEVARD IS AN 80 FOOT RIGHT OF WAY); THENCE TURN LEFT AND RUN EAST ALONG THE NORTH BOUNDARY OF SAID UNIVERSITY BOULEVARD FOR A DISTANCE OF 13.5 FEET TO A POINT; THENCE TURN LEFT AND RUN IN A NORTHERLY DIRECTION ALONG THE EAST BOUNDARY OF SAID LOT #75 A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

IT IS THE INTENTION TO DESCRIBE AND CONVEY A STRIP 13.5 FEET EAST AND WEST AND 135.0 FEET NORTH AND SOUTH IN THE SOUTHEAST CORNER OF THE SAID LOT NO. 75 OF MCGUIRE SUBDIVISION A MAP OR

ny-805352
FLAT OF WHICH IS RECORDED IN PLAT BOOK 4, PAGE 26, IN THE PROBATE
OFFICE OF TUSCALOOSA COUNTY, ALABAMA.

MRT 537 281
Recorded In Above Book and Page
05/01/2008 11:07:38 AM
Lynice Hagler
Probate Judge
Bessemer, Alabama

ny-805352
CIVIC CENTER STREET, ALABAMA SITE 3116
[OUR FILE NO. NCS-335056AL8]

SITUATED IN THE CITY OF BIRMINGHAM, COUNTY OF JEFFERSON,
STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH 100 FEET OF LOTS 1 AND 2, IN BLOCK 624, ACCORDING TO THE
PRESENT PLAN AND SURVEY OF THE CITY OF BIRMINGHAM, AS MADE BY
THE ELYTON LAND COMPANY.
SITUATED IN THE CITY OF OZARK, COUNTY OF DALE, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

PARCEL #06-09-32-4-000-001.013

A LOT OR PARCEL OF LAND IN THE CITY OF OZARK, DALE COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MARKER ON THE NORTHEAST SIDE OF U.S. HIGHWAY 231 AT STA. 261+39. (SAID MARKER BEING AT THE NORTHWEST CORNER OF THE FLARE LEADING TO THE DALEVILLE STREET); THENCE S80°-16' E ALONG SAID FLARE 213.35 FEET TO THE NORTHERLY R.O.W. OF DALEVILLE STREET; THENCE N60°-48'-30" E ALONG THE NORTHERLY R.O.W. OF DALEVILLE STREET, 488.20 FEET; THENCE CONTINUE N60°-19'-30" E ALONG SAID R.O.W. 82.9 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N60°-19'-30" E ALONG SAID ST. R.O.W., 109.9 FEET; THENCE N30°-19'-44"E, 199.95 FEET TO THE POINT OF BEGINNING. SAID LOT BEING IN SECTION 32, T6N, R24E.

ALSO

PARCEL #06-09-32-4-000-001.008

A LOT OR PARCEL OF LAND IN THE CITY OF OZARK, DALE COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MARKER ON THE NORTHEAST SIDE OF U.S. HIGHWAY 231 AT STA. 251+39. (SAID MARKER BEING AT THE NORTHWEST CORNER OF THE FLARE LEADING TO DALEVILLE STREET); THENCE S80°-16' E ALONG SAID FLARE 213.35 FEET TO THE NORTHERLY R.O.W. OF DALEVILLE STREET; THENCE N60°-48'-30"E ALONG THE NORTHERLY R.O.W. OF DALEVILLE STREET, 4852.20 FEET; THENCE CONTINUE N60°-19'-30" E ALONG SAID R.O.W. 191.90 FEET TO THE POINT OF BEGINNING; THENCE N58° 39'30"E ALONG SAID ST. R.O.W., 120 FEET; THENCE N40°-54"W, 200 FEET; THENCE S60°-24'-30"W, 83.27 FEET; THENCE S30°-19'-46"E 199.79 TO THE POINT OF BEGINNING.

ny-805352

Recorded In Book and Page 05/01/2006 11:07:54 AM
Eunice Hagler
Probate Judge
Dale County, Alabama
SITUATED IN THE CITY OF NEWTON, COUNTY OF DALE, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

A CERTAIN LOT OR TRACT OF LAND, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH SIDE OF THE BEE LINE HIGHWAY IN THE TOWN OF NEWTON, ALABAMA 58.3 FEET WESTERLY FROM THE WEST SIDE OF MARGINAL STREET AND RUNNING THENCE S 81°15' W ALONG THE SOUTH SIDE OF SAID BEE LINE HIGHWAY 42 FEET; THENCE RUNNING S 6°57' E (MAGNETIC) 105 FEET; THENCE RUNNING EASTERLY 13.37 FEET; THENCE RUNNING NORTHERLY 29 FEET; THENCE RUNNING N 81°15' E, 30 FEET; THENCE RUNNING N 7°40' W 76 FEET TO THE POINT OF BEGINNING AND BEING IN THE SE ¼ OF THE NE ¼ OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 24 EAST, TOWN OF NEWTON, DALE COUNTY, ALABAMA.

MRT 5:37 784
Recorded In Above Book and Page
05/01/2008 11:07:55 AM
Enice Hagler
Probate Judge
Dale County, Alabama

103.50
9.00
112.50

Pet Marsh, Cotter & Tindol
PO Box 310910
Enterprise AL 31331

Recording Fee
TOTAL
112.50
112.50

ny-801694
## Tax Bill Information

**Account No**: 90217055  
**Receipt No**: 20595  
**Tax Year**: 2011

### Tax Details

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### Owner Information

**Owner Name and Address**:  
- **First States Investors TRS LP**  
- **PO BOX 961025**  
- **Fort Worth TX 761610025**

- **Cash Due**: $0.00  
- **Date Paid**: 1/3/2012

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### Fund Details

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**Total Amounts**: $688.70

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**Clean Fee**: 0.00

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http://dalecountyrevenuecommissioner.com/reports/taxBill.aspx?taxYear=2011&acct=90217055...  
3/23/2012