EXCULPATED WRAPAROUND MORTGAGE OF REAL ESTATE AND SECURITY AGREEMENT

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Z TOTALL WHOM THESE PRESENTS MAY CONCERN: McCOMBS CORP., a Cattoria corporation, hereinafter referred to as "Mortgagor," SENDS GREETINGS:

WHEREAS, the said Mortgagor is well and duly indebted unto PELHAM PLACE GENERAL PARTNERSHIP, a Utah general partnership, hereinafter referred to as "Mortgagee", as evidenced by a certain Exculpated Wraparound Purchase Money Promissory Note of even date herewith, the terms of which are incorporated herein by reference, in the sum of FIVE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$5,600,000.00) (the "Wrap Note"), and as evidenced by a certain Exculpated Purchase Money Promissory Note of even date herewith, the terms of which are incorporated herein by reference in the sum of EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (hereinafter collectively referred to as the "Note") with interest to be repaid as set forth in the Note; and

WHEREAS, the Mortgagor may hereafter become indebted to said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, and necessary repairs;

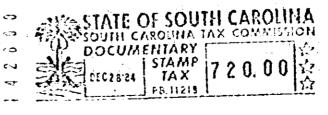
NOW, THEREPORE, KNOW ALL MEN BY THESE PRESENTS, that the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of such further sums for which the Mortgagor may become indebted to the Mortgagee at any time for advances made to or for Mortgagor's account by the Mortgagee for taxes, insurance premiums, public assessments and necessary repairs, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does hereby grant, bargain, sell and release unto the Mortgagee, its successors and assigns forever, the property described on Exhibit "A" attached hereto and made a part hereof by this reference.

TOGETHER with all structures or buildings now or hereafter located upon the Property or on any part thereof, including all plant, equipment, apparatus, machinery, fixtures and utility lines of every kind and nature whatsoever forming part of said structures or buildings ("Improvements"); and

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues, and profits of the Property; and also all the estate, right, title, interest, claim, and demand whatsoever of Mortgagor of, in, and to same and of, in, and to every part and parcel thereof; and

This instrument prepared by:

Sanford H. Zatcoff, Esq. Holt, Ney, Zatcoff & Wasserman 100 Galleria Parkway Suite 600 Atlanta, Georgia 30339



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