

MORTGAGE WITH RELEASE OF HOMESTEAD

BOZEMAN TRAIL ART, LLC, a Wyoming limited liability company, Mortgagor, to secure the Line of Credit and Installment Note of even date herewith, does hereby mortgage to S.K. JOHNSTON, JR., a married person dealing in his sole and separate property, Mortgagee, whose address is 600 Krystal Building, One Union Square, Chattanooga, TN 37402, the following described real estate situated in the County of Sheridan, State of Wyoming, to-wit:

Lot 7, Thurmond's First Addition to the Town,
now City of Sheridan, Sheridan County,
Wyoming.

Together with all improvements thereon and
additions thereto.

All of which real property, together with the rights of interest in this and preceding paragraphs (hereinafter collectively referred to as the "mortgaged property"), shall be deemed to constitute the security given in this Mortgage for the payment of the indebtedness and the performance of the obligations evidenced and secured under this Mortgage.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of Wyoming.

Mortgagor shall promptly pay or cause to be paid to Mortgagee, or order, and shall promptly perform or cause to be performed, each and every payment and obligation on the part of the Mortgagor provided to be paid or performed hereunder or in connection with the obligations evidenced and secured by this Mortgage when due. All of such payments and obligations are mandatory, and Mortgagor's failure to accomplish any of the same shall, after passage of any grace or notice periods provided for herein or in the Notes secured by this Mortgage, constitute a default under this Mortgage.

Mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises, and in case Mortgagor shall fail to pay such taxes and assessments, as aforesaid, the Mortgagee may pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the indebtedness hereby secured, and shall draw interest at the same rate.

Mortgagor agrees not to commit or suffer waste of the mortgaged property or impairment in any manner of the value of the land or any buildings, other improvements or fixtures and to maintain the mortgaged property at all times in good condition and repair, and not to remove, damage or demolish any building, improvements or fixtures. Mortgagor further agrees to comply at all times with all laws, ordinances, regulations, covenants and

restrictions in any manner affecting the mortgaged property; not to commit or permit any act upon the mortgaged property in violation of law; to do all acts necessary to maintain and care for the same; and to allow Mortgagee to inspect the mortgaged property at all reasonable times during the term of this Mortgage.

Mortgagor shall secure and at all times maintain an insurance policy or policies in a form and with companies reasonably satisfactory to Mortgagee providing coverage in an amount satisfactory to the Mortgagee, in his sole judgment, upon the buildings, fixtures and improvements now existing or hereafter erected or placed on the mortgaged property. Said insurance shall provide coverage against fire, extended coverage, vandalism and malicious mischief and Mortgagor shall deliver proof of such policies to Mortgagee. Each such policy shall provide for losses to be payable to Mortgagor and Mortgagee jointly. In the event of loss, Mortgagor shall give immediate notice to Mortgagee. Any application of insurance proceeds to the indebtedness secured by this Mortgage shall not excuse payment of the regular installment payments required in this Mortgage and the Notes. In the event Mortgagor fails to secure and maintain any of the insurance coverages as provided in this paragraph, Mortgagee may procure such insurance on Mortgagor's behalf, and at Mortgagor's sole costs and expense, in favor of Mortgagee alone. It is hereby acknowledged by Mortgagee that the coverages and amounts of the insurance policies herein provided to be secured and maintained by Mortgagor, are for the protection of Mortgagee's interest and that Mortgagor is free to secure such additional insurance coverage relating to the mortgaged property as Mortgagor may, in his sole discretion, determine to be advisable.

As additional security for the obligations secured by this Mortgage, Mortgagor hereby assigns to Mortgagee, during the terms of this Mortgage, any and all rents, issues, royalties, income and profits of and from the mortgaged property. Until Mortgagor defaults in the payment of any agreement hereunder, or in performance under any other instrument given as evidence to further secure the obligations secured by this Mortgage, Mortgagor shall have the right to collect and use all such rents, issues, royalties, income and profits earned prior to default. Upon any such default, Mortgagor's right to collect or use any such proceeds shall cease and Mortgagee shall have the right, with or without taking possession of the mortgaged property, and either in person, by agent or through court appointed receiver (Mortgagor hereby consenting to the appointment of Mortgagor as such receiver), to sue for or otherwise collect all such proceeds, including those past due and unpaid. Any sums so collected shall, after the deduction of any and all costs and expenses of operation and collection (including reasonable attorneys fees), be applied toward payment of the obligations secured by this mortgage in such

order as the Mortgagee at his sole election decides. Such right of collection and use of such proceeds shall obtain both before and after foreclosure of this Mortgage and throughout any period of redemption. Nothing contained in this paragraph, nor Mortgagee's exercise of the right to collect such proceeds, shall be, or be construed to be, an affirmation by Mortgagee of any tenancy, lease, option or other interest in the mortgaged property, or any assumption of any liability under, or subordination to the lien or charge of this Mortgage to any lease, option or other interest in the mortgaged property. No act or acts referred to in this paragraph shall cure or waive any default under this Mortgage or invalidate any act done pursuant to such notice or any cause of action to foreclose this Mortgage.

Time is of the essence of this Mortgage. Upon the occurrence of any default or failure to comply with one or more terms of the Notes or any provision of this Mortgage, or upon the discovery that any representation or warranty contained in this Mortgage or any other instrument evidencing or securing the obligations secured by this Mortgage was untrue when made, Mortgagee shall have the option to declare all sums secured hereby immediately due and payable and to proceed to foreclose this Mortgage pursuant to law and sell said property, either by advertisement and sale as provided under applicable law or by court action, and out of the proceeds of such sale, Mortgagee shall pay all sums due hereunder and under the Notes secured hereby, together with all costs of sale and foreclosure (regardless of the nature thereof and whether incurred prior to or during such proceeding), including reasonable attorney's fees. Mortgagee shall further be entitled to immediate physical possession of the mortgaged property upon default and during any redemption period provided by law. Mortgagor waives any right it or its successors in interest may have in the event of acceleration or foreclosure to obtain a partial release of the mortgaged property from the lien created by this Mortgage by paying less than the entire amount then secured, or to partially redeem the mortgaged property by paying less than the total amount necessary to effect redemption. If any deficiency remains after proper application of the proceeds of sale of the mortgaged property following foreclosure, judgment may be entered against Mortgagor for the amount of said deficiency, including interest thereon. Such deficiency, once determined, shall bear interest thereafter at the then existing default rate of interest as defined in the Notes secured by this Mortgage until fully paid.

The entering upon and taking possession of the mortgaged property or the collection of rents, issues, royalties, income, profits, proceeds of fire and other insurance policies or compensation or awards for the taking or damaging of the mortgaged property, or the application or release thereof as aforesaid, shall not cure or waive any default under this Mortgage, and shall

not operate to postpone or suspend the obligation to make, or have the effect of altering the size of the regularly scheduled installments provided for in the Notes secured by this Mortgage.

During the term of the Mortgage, title to the mortgaged property shall be vested solely in the Mortgagor. If at any time during the term of the Mortgage, all or any part of the mortgaged property shall, without the prior written consent of the Mortgagee, not be so vested, such event shall, at the option of the Mortgagee, constitute a default under the Mortgage. Provided, however, that Mortgagee will not withhold his consent to a an assignment or other change in ownership if the assignee or assignees or the new owner or owners have a satisfactory credit standing and qualified management ability to possess and maintain the mortgaged property, in Mortgagee's sole judgment as a prudent lender and the loan is not in default. In addition, if the assignment or new ownership is of only part of the mortgaged property, there shall be such principal paydown on the Notes as the Mortgagee in his sole discretion as a prudent lender may require.

This Mortgage shall be binding upon and shall inure to the benefit of the respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns of the parties hereto. The term "Mortgagee" as used in this Mortgage shall mean the owner and holder, including any pledgee, of the obligations secured hereby.

The rights and remedies accorded by this Mortgage shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law. All rights and remedies provided for in this Mortgage or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently or successively. The failure on the part of the Mortgagee to promptly enforce any right under this Mortgage shall not operate as a waiver of such right and the waiver of any default shall not constitute a waiver of any subsequent default. Mortgagee shall be subrogated to the claims and liens of those whose claims or liens are discharged or paid by Mortgagee as provided herein.

DATED this 22 day of April, 1998.

BOZEMAN TRAIL ART, LLC,

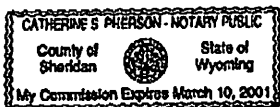
By: William L. King
William L. King, General Manager
and Member

By: S.K. Johnston, Jr., Member

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me this 22 day of April, 1998, by William L. King, Member and General Manager of Bozeman Trail Art, LLC, a Wyoming limited liability company, Mortgagor.

WITNESS my hand and official seal.



Catherine S. Pierson
Notary Public

My Commission Expires: 3/10/01

STATE OF GEORGIA)
) ss.
County of Cobb)

The foregoing instrument was acknowledged before me this 22 day of April, 1998, by S.K. Johnston, Jr., Member of Bozeman Trail Art, LLC, a Wyoming limited liability company, Mortgagor.

WITNESS my hand and official seal.

Lee Maria League
Notary Public

My Commission Expires: Notary Public, Cobb County, Georgia
My Commission Expires June 28, 2000