


THIS INSTRUMENT PREPARED BY  
(and after recording please return to):

John W. Clark IV  
CLARK LAW FIRM PC  
The Landmark Center, Suite 600  
2100 First Avenue North  
Birmingham, Alabama 35203  
Telephone: 205.506.0075  
Facsimile: 205.506.0624  
Email: jclark@clarklawfirm.com

  
20181207000427620 1/5 \$2943.30  
Shelby Cnty Judge of Probate, AL  
12/07/2018 09:41:08 AM FILED/CERT

STATE OF ALABAMA )  
:  
SHELBY COUNTY )

*Purchase*  
**MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS**, that whereas the undersigned **ROCK SCHOOL DEVELOPMENT, LLC**, an Alabama limited liability company (hereinafter "**Mortgagor**"), is justly indebted to **JSJF PROPERTIES I, LLC**, an Alabama limited liability company (hereinafter "**Mortgagee**"), in the initial principal sum of One Million Nine Hundred Forty-Four Thousand One Hundred Eighty and No/100ths Dollars (\$1,944,180.00), evidenced by that certain promissory note executed on this same date by Mortgagor in favor of Mortgagee, and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned Mortgagor, do and does hereby grant, bargain, sell and convey unto the said Mortgagee that certain real property situated in Shelby County, Alabama, and more particularly described on ***Exhibit A*** hereto (the "**Property**").

The Property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD, the above granted Property unto the said Mortgagee forever; and for the purpose of further security the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said Property, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; to further secure said indebtedness, the undersigned agrees to keep the improvements on said Property insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, to said

Mortgagee; and if undersigned fails to keep the Property insured as above specified, or fail to deliver said insurance policies to said Mortgagee than said Mortgagee has the option of insuring the Property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance shall be deemed satisfied and discharged, but should default be made in the payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said Property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee shall be authorized to take possession of the Property hereby conveyed and with or without first taking possession, after giving twenty-one days' notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or together, as Mortgagee may deem best, in front of the Courthouse door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale; First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured, at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agrees that said Mortgagee may bid at said sale and purchase said Property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and the undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Court, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, Mortgagor has hereunto set its hand and seal on the 4<sup>th</sup> day of December 2018.

**MORTGAGOR:**

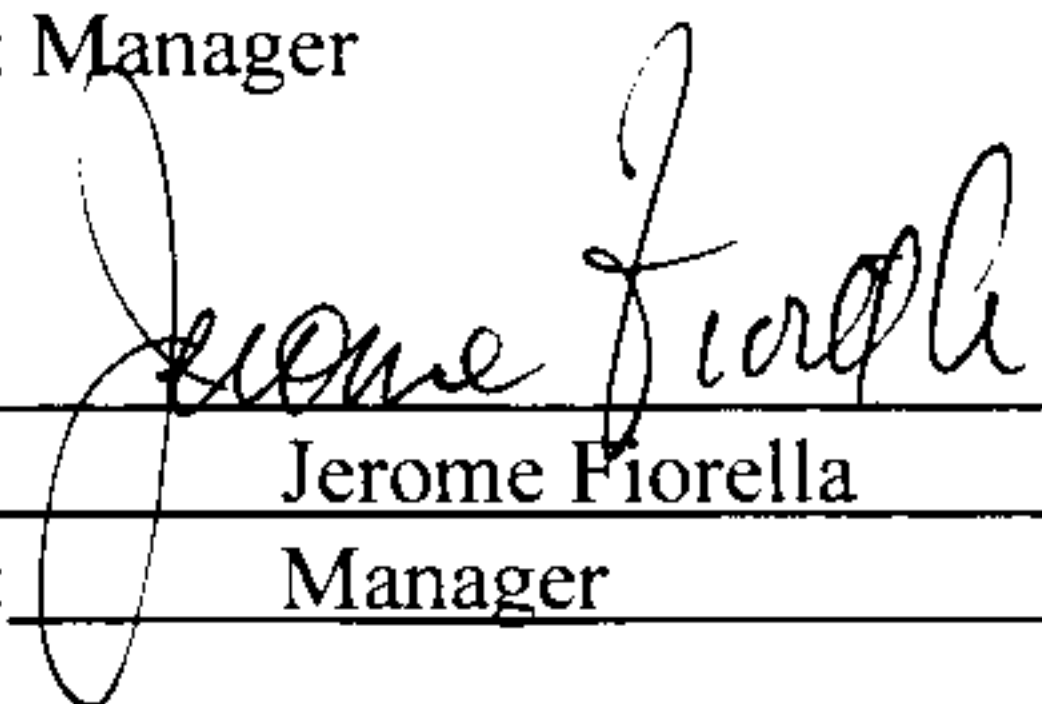
**ROCK SCHOOL DEVELOPMENT, LLC**

By: JF Management, LLC

As its: Manager



20181207000427620 3/5 \$2943.30  
Shelby Cnty Judge of Probate, AL  
12/07/2018 09:41:08 AM FILED/CERT

  
By: Jerome Fiorella  
As its: Manager

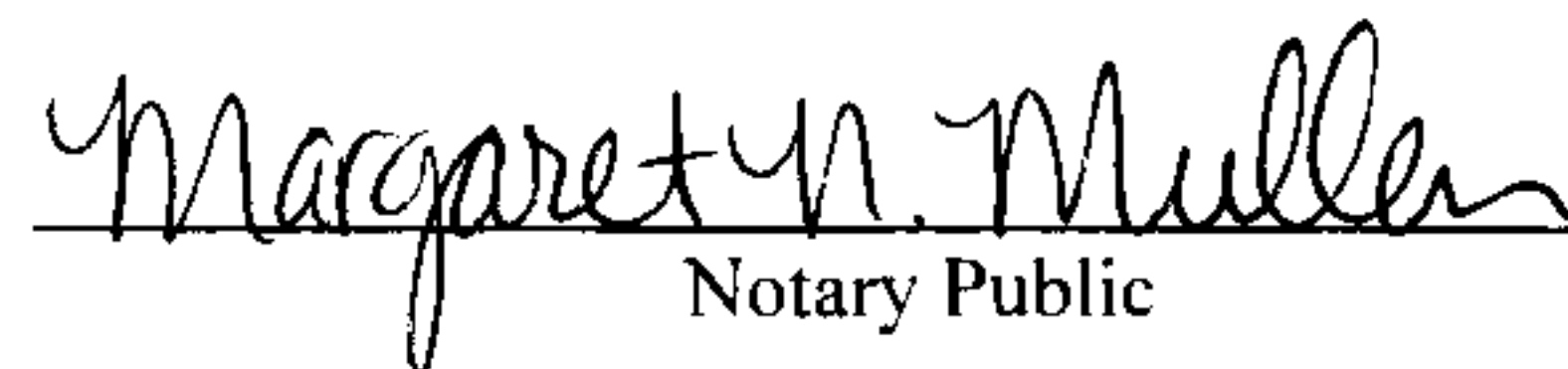
STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Jerome Fiorella**, whose name as the **Manager** of **JF Management, LLC**, an Alabama limited liability company, as the **Manager** of **Rock School Development, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and official seal of office, this 4<sup>th</sup> day of December 2018.

[ NOTARIAL SEAL ]

  
Notary Public

My Commission Expires:

**MARGARET N. MULLEN**  
Notary Public, Alabama State At Large  
My Commission Expires May 31, 2022



## **EXHIBIT A**

### ***Legal Description of Property***

A parcel of land situated in the west 1/2 of Section 36, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a concrete monument at the NW corner of the NE 1/4 of the SW 1/4 of Section 36, Township 19 South, Range 1 East, Shelby County, Alabama; thence N 89°11'13" E along the north line of said 1/4-1/4 section a distance of 1232.24 feet to a 1/2" rebar capped CA014 on the westerly right-of-way of a Alabama Power Transmission Line; thence S 19°38'28" E along said right-of-way a distance of 476.93 feet to a 1/2" rebar capped CA014; thence S 17°14'13" E along said right-of-way a distance of 1745.91 feet to a 1/2" rebar at the intersection of said right-of-way and the northerly right-of-way of CSX Railroad; thence N 77°43'34" W leaving said power right-of-way and along said CSX Railroad right-of-way a distance of 489.43 feet to a point; thence N 12°09'34" E along said right-of-way a distance of 30.05 feet to a point; thence N 77°43'34" W along said right-of-way a distance of 332.03 feet to a point; thence S 12°20'00" W along said right-of-way a distance of 30.01 feet to a point; thence N 77°42'04" W along said right-of-way a distance of 351.58 feet to a point; thence N 77°56'57" W along said right-of-way a distance of 123.99 feet to a point; thence N 11°37'53" E along said right-of-way a distance of 30.00 feet to a point of non-tangent curve to the left having a central angle of 07°04'17" and a radius of 2452.07 feet, said curve subtended by a chord bearing N 81°20'28" W and a chord distance of 302.45 feet; thence along the arc of said curve and along said right-of-way a distance of 302.64 feet to a point; thence S 04°42'53" W along said right-of-way a distance of 30.00 feet to a point of non-tangent curve to the left having a central angle of 16°41'23" and a radius of 1942.68 feet, said curve subtended by a chord bearing S 86°22'06" W and a chord distance of 563.88 feet; thence along the arc of said curve and along said right-of-way a distance of 565.88 feet to a point; thence N 13°23'44" W along said right-of-way a distance of 10.00 feet to a point of non-tangent curve to the left having a central angle of 02°40'23" and a radius of 880.79 feet, said curve subtended by a chord bearing S 77°02'35" W and a chord distance of 41.09 feet; thence along the arc of said curve and along said right-of-way a distance of 41.09 feet to a point; thence S 13°33'46" E along said right-of-way a distance of 10.00 feet to a point of non-tangent curve to the left having a central angle of 06°29'49" and a radius of 1798.64 feet, said curve subtended by a chord bearing S 73°48'10" W and a chord distance of 203.85 feet; thence along the arc of said curve and along said right-of-way a distance of 203.96 feet to a point; thence N 19°14'54" W along said right-of-way a distance of 15.00 feet to a point of non-tangent curve to the left having a central angle of 11°48'09" and a radius of 1898.17 feet, said curve subtended by a chord bearing S 65°01'35" W and a chord distance of 390.31 feet; thence along the arc of said curve and along said right-of-way a distance of 391.01 feet to a point; thence S 30°35'33" E along said right-of-way a distance of 15.00 feet to a point of non-tangent curve to the left having a central angle of 08°44'49" and a radius of 1941.56 feet, said curve subtended by a chord bearing S 54°45'21" W and a chord distance of 296.12 feet; thence along the arc of said curve and along said right-of-way a distance of 296.41 feet to a point; thence N 32°46'57" W along said right-of-way a distance of 75.00 feet to a point; thence S 57°13'03" W along said right-of-way a distance of 214.25 feet to a point of non-tangent curve to the left having a central angle of 11°29'40" and a radius of 719.11 feet, said curve subtended by a chord bearing S 49°23'24" W and

a chord distance of 144.02 feet; thence along the arc of said curve and along said right-of-way a distance of 144.26 feet to a point on the west line of the SW 1/4 of the SW 1/4 of Section 36; thence N 01°14'15" W leaving said right-of-way and along the west line of said 1/4-1/4 section a distance of 934.79 feet to a rock pile at the NW corner of said 1/4-1/4 section; thence N 83°13'33" E a distance of 285.41 feet to a point; thence N 01°04'16" W a distance of 2606.65 feet to a point on the northeast prescriptive right-of-way of Rock School Road; thence S 32°59'12" E along said right-of-way a distance of 281.70 feet to a point; thence S 40°59'25" E along said right-of-way a distance of 171.82 feet to a point; thence S 42°31'17" E along said right-of-way a distance of 257.13 feet to a point; thence S 47°58'58" E along said right-of-way a distance of 169.60 feet to a point; thence S 59°15'02" E along said right-of-way a distance of 105.29 feet to a point; thence S 75°45'00" E along said right-of-way a distance of 144.22 feet to a point; thence N 88°00'00" E along said right-of-way a distance of 154.29 feet to a point; thence N 84°34'59" E along said right-of-way a distance of 150.28 feet to a point; thence S 79°47'37" E along said right-of-way a distance of 55.04 feet to a point on the east line of the SW 1/4 of the NW 1/4 of Section 36; thence S 00°45'17" E leaving said right-of-way and along the east line of said 1/4-1/4 section a distance of 464.33 feet to the POINT OF BEGINNING. Said parcel of land contains 139.870 acres, more or less.

Together with the right to use of the following easements conveyed by Westervelt Realty, Inc. to JSJF Properties I, LLC on August 3, 2018 via Instrument #20180803000277150 to the extent JSJF Properties I, LLC may use the easements:

#### Easement 1

A sixty (60) foot wide non-exclusive easement over and across certain real property owned by Westervelt Realty, Inc. ("Westervelt") located in Shelby County, Alabama which is more particularly identified on the map as the permanent easement (the "Permanent Easement") for purposes of providing access to and from certain property owned by the Grantee. Westervelt reserves the right to replace the easement conveyed herein with another easement at a reasonable location, provided said replacement easement shall be of a similar quality as the one replaced. The route shall not be moved until the alternate route is in substantially the same condition as the original route. Any expense or cost relating to the moving or altering the route shall be paid by Westervelt.

#### Easement 2

A forty (40) foot wide non-exclusive easement over and across certain real property owned by Westervelt located in Shelby County, Alabama which is more particularly identified on the map as the revocable easement (the "Revocable Easement") for purposes of providing access to and from certain property owned by the Grantee. Westervelt reserves the right to terminate the Revocable Easement at Westervelt's sole and absolute discretion, by giving written notice to Grantee, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the effective date therein specified.