This instrument is prepared by and after recording return to:

James I. Vance Berry, Jr.
Stoneburner Berry Purcell & Campbell, P.A.
200 West Forsyth Street, Suite 1610
Jacksonville, Florida 32202

STATE OF ALABAMA COUNTY OF SHELBY

MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Note: This document is filed as and shall constitute a fixture filing under the provisions of Section 7-9A-502(c) of the Code of Alabama.

Street Address (for informational purposes only, not part of the legal description): The address of the Property (if known) is 5231 Highway 280 South, Birmingham, Alabama 35242. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Property. In the event of any conflict between the legal description on Exhibit "A" attached hereto and such address, the legal description on Exhibit "A" attached hereto shall control.

This Mortgage is made as of July 31, 2019, by A1S2 INVESTMENTS, LLC ("Mortgagor"), an Alabama limited liability company, as mortgagor, whose address is 3103 Salisbury Road, Mountain Brook, Alabama 35213, to and in favor of BANK OF AMERICA, N.A. ("Mortgagee"), a national banking association, as mortgagee, whose address is Bank of America, N.A., Document Retention, NC1-001-05-13, One Independence Center, 101 North Tryon Street, Charlotte, NC 28255-0001.

1. GRANT.

- 1.1 The Property. For the purpose of securing payment and performance of the Secured Obligations defined in Section 2 below, Mortgagor hereby irrevocably and unconditionally grants, bargains, sells, conveys, transfers, mortgages and assigns to Mortgagee, its successors and assigns, with power of sale and with mortgage covenants and right of entry and possession, all estate, right, title and interest that Mortgagor now has or may later acquire in the following property (all or any part of such property, or any interest in all or any part of it, together with the Personalty (as hereinafter defined) being hereinafter collectively referred to as the "Property"):
 - (a) All of the land and other assets described on Exhibit "A" attached hereto and made part hereof (collectively, the "Land");
 - (b) All buildings, structures, improvements, fixtures and appurtenances now or hereafter located or placed on the Land, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air

conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "Improvements");

- (c) All easements and rights of way appurtenant to the Land; all crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Land;
- (d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions (collectively, as the same may be amended or restated from time to time, the "Leases") relating to the use and enjoyment of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;
- All rights of Mortgagor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, trade names, plans, specifications, appraisals, reports, paid fees, choses-in-action, subdivision restrictions, development orders or declarations or general intangibles whatsoever now or hereafter dealing with, affecting or concerning the Land, the Improvements or the other assets described herein or any portion thereof or interest therein including, without limitation, the following: (1) all contracts, plans, specifications and permits for or related to the Land or its development or the construction or refurbishing of the Improvements; (2) all agreements for the provision of utilities (including any reservation of capacity for utilities) to the Land or Improvements; (3) all payment, performance or other bonds; (4) all contracts, option agreements, right of first refusal agreements and other agreements now existing or hereafter made for the sale by Mortgagor of all or any portion of the Land or the Improvements, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such contracts and agreements, including any purchase-money notes and mortgages made by such purchasers; and (5) any declaration of condominium, restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Land;
- (f) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Mortgagee, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them; and
- (g) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.
- 1.2 <u>Fixture Filing</u>. This Mortgage constitutes a financing statement filed as a fixture filing under the Alabama Uniform Commercial Code, as amended or recodified from time to time, covering any Property that now is or later may become a fixture attached to the Land or any building located thereon. Addresses of the debtor (Mortgagor) and the secured party (Mortgagoe) are as set forth in the first paragraph of this Mortgage. The record owner of the Land is Mortgagor.

2. THE SECURED OBLIGATIONS.

- 2.1 <u>Purpose of Securing</u>. Mortgagor makes the grant, bargain, sale, conveyance, transfer, mortgage and assignment set forth in Section 1, makes the irrevocable and absolute assignment set forth in Section 3, and grants the security interest set forth in Section 4, all for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose:
 - (a) Payment and performance of all obligations of Mortgagor to Mortgagee arising under that certain Promissory Note (as such instrument or agreement may from time to time be amended, extended, renewed or restated, the "Debt Instrument") of even date herewith executed by Mortgagor in favor of Mortgagee in a principal amount of One Million Two Hundred Thirty Five Thousand Three Hundred Thirty Five and 72/100 Dollars (\$1,235,335.72) (as such note may be amended, extended or renewed from time to time).
 - (b) Payment and performance of all obligations of Mortgagor under this Mortgage.
 - (c) Payment and performance of all obligations of Mortgagor under any Swap Contract with respect to which there is a writing evidencing the parties' agreement that such Swap Contract shall be secured by this Mortgage. "Swap Contract" means any document, instrument or agreement with Mortgagee, now existing or entered into in the future, relating to an interest rate swap transaction, forward rate transaction, interest rate cap, floor or collar transaction, any similar transaction, any option to enter into any of the foregoing, and any combination of the foregoing, which agreement may be oral or in writing, including, without limitation, any master agreement relating to or governing any or all of the foregoing and any related schedule or confirmation, each as amended from time to time.

This Mortgage also secures payment of all obligations of Mortgagor under the Debt Instrument that arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Mortgagor and Mortgagee, and all obligations of Mortgagor under any successor agreement or instrument that restates and supersedes the Debt Instrument.

Notwithstanding any provision to the contrary, "Secured Obligations" secured hereby shall not include obligations arising under any Swap Contract to the extent that the grant of a lien hereunder to secure such Swap Contract would violate the Commodity Exchange Act by virtue of Mortgagor's failure to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time such grant of such lien becomes effective with respect to such Swap Contract. "Commodity Exchange Act" means 7 U.S.C. Section 1 *et seq.*, as amended from time to time, any successor statute, and any rules, regulations and orders applicable thereto.

This Mortgage does not secure any obligation that expressly states that it is unsecured, whether contained in the foregoing Debt Instrument or in any other document, agreement or instrument.

2.2 <u>Terms of Secured Obligations</u>. All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Debt Instrument described in Paragraph 2.1(a) and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. These terms include any provisions in the Debt Instrument that permit borrowing, repayment and reborrowing, or that provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

3. ASSIGNMENT OF RENTS.

- 3.1 <u>Assignment.</u> Mortgagor hereby irrevocably, absolutely, presently and unconditionally assigns to Mortgagee all rents, royalties, issues, profits, revenue, income and proceeds of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (collectively, the "Rents"), and confers upon Mortgagee the right to collect such Rents with or without taking possession of the Property. In the event that anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Property, any sums that may become due and payable to Mortgagor as bonus or royalty payments, and any damages or other compensation payable to Mortgagor in connection with the exercise of any such rights, shall also be considered Rents assigned under this Paragraph. THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY.
- 3.2 <u>Grant of License</u>. Notwithstanding the provisions of Paragraph 3.1, Mortgagee hereby confers upon Mortgagor a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Paragraph 6.2, shall exist and be continuing. If an Event of Default has occurred and is continuing, Mortgagee shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Mortgagor, and without regard to the adequacy of the security for the Secured Obligations.
 - 3.3 Rights under Leases. Mortgagor agrees as follows with respect to all Leases:
 - (a) Mortgagor shall not enter into or modify any Lease on or after the date hereof unless the Lease or modification thereof is acceptable to Mortgagee in form and substance. Each such Lease, and each such modification thereof, shall be on arm's-length terms. The rentals payable under such Leases, after giving effect to any concessions or other discounts provided by Mortgagor, shall not be less than the then prevailing market rates for comparable space (unless Mortgagee otherwise agrees to lesser rentals). Each Lease made on or after the date hereof shall include a provision subordinating the tenant's interest under the Lease to the lien of this Mortgage. Mortgagor shall provide Mortgagee with a copy of each Lease entered into on or after the date hereof within ten days after the commencement of the initial term of the Lease.
 - (b) Mortgagor shall have the right, pursuant to the License described above, to collect all Rents from the Leases prior to the occurrence of an Event of Default hereunder or any other termination of the License. However, Mortgagor shall not in any event collect or accept any rents under any Lease more than two months in advance without the prior written consent of Mortgagee. From and after the occurrence of any Event of Default hereunder or any other termination of the License: (i) all such Rents shall belong to Mortgagee; (ii) Mortgagee shall be entitled to collect and retain such Rents; and (iii) Mortgagor shall not be entitled to receive or collect any such Rents. If Mortgagor collects or receives any such Rents after the occurrence of any Event of Default, then: (i) Mortgagor shall hold such funds in trust for Mortgagee; (ii) Mortgagor shall not commingle such funds with any other funds or assets; and (iii) Mortgagor shall remit such funds to Mortgagee not later than one business day after Mortgagor's receipt of the same.
 - (c) Mortgagor shall perform all of its material obligations under the Leases. Mortgagee shall be entitled, but not obligated, to perform or discharge any obligation or duty to be performed or discharged by Mortgagor under any of the Leases. Mortgagor hereby agrees to indemnify Mortgagee for, and to save it harmless from or under, any and all liability arising from or under, or in connection with, the Leases. This Mortgage shall not place responsibility for the control, care, management or repair of the Property upon Mortgagee or make Mortgagee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or other person. Any expenditures made by Mortgagee in curing any default under the Leases or

hereunder on Mortgagor's behalf, with interest thereon at the Default Rate, shall become part of the debt secured by this Mortgage.

- (d) Mortgagor covenants and represents that: (i) Mortgagor has title to, and full right to assign each Lease that is now in effect and the rents, income and profits due or to become due thereunder; (ii) to Mortgagor's best knowledge, no other assignment of any interest in the Leases or the rents has been made, except as set forth herein; (iii) to Mortgagor's best knowledge, there are no existing material defaults under the provisions of the Leases; and (iv) Mortgagor will not hereafter further assign, transfer, encumber or pledge the Leases (except for transfers or pledges in favor of Mortgagee).
- From and after the occurrence of any Event of Default hereunder, Mortgagee shall be entitled, in addition to all other rights set forth herein, at its option and without notice to or the consent of Mortgagor, to enter and take possession of the Property and to manage and operate the same, to collect all or any rents accruing therefrom or from the Leases, to let or re-let the Property or any part thereof, to cancel and modify Leases, to evict tenants, to bring or defend any suits in connection with the possession of the Property in its own name or Mortgagor's name, to make such repairs as Mortgagee deems appropriate, and to perform such other acts in connection with the management and operation of the Property as Mortgagee, in its sole discretion, may deem proper. Mortgagee is specifically authorized, without limitation, to notify tenants under the Leases of: (i) the terms of this Mortgage; (ii) the occurrence of any Event of Default hereunder; and (iii) any other matters that Mortgagee deems appropriate. Mortgagee is further authorized to direct such tenants to make all payments directly to Mortgagee or its nominee from and after the occurrence of any Event of Default hereunder. Mortgagee's receipt of any rents, issues or profits pursuant to this instrument, after the institution of foreclosure or sale proceedings under any mortgage, shall not cure such default or affect such proceedings or any sale pursuant thereto.
- (f) The net proceeds of any Rents collected by Mortgagee hereunder, after reimbursement of expenses incurred by Mortgagee under the terms of this instrument, shall be applied in reduction of the Secured Obligations in such order as Mortgagee, in its discretion, deems appropriate.
- (g) Mortgagee shall not be deemed to be an agent, partner or joint venturer of Mortgagor or any other person, and nothing herein contained shall be construed to impose any liability upon Mortgagee by reason of the provisions hereof.

4. GRANT OF SECURITY INTEREST IN RELATED PERSONALTY.

- 4.1 <u>Grant of Security Interest</u>. Mortgagor grants to Mortgagee, as further security for the Secured Obligations, a security interest in, and pledges and assigns to Mortgagee, all of Mortgagor's right, title and interest now owned or existing or hereafter acquired in and to all of the following described personal property (collectively, the "Personalty"):
 - (a) All materials, supplies, goods, tools, furniture, fixtures, equipment, and machinery that in all cases is affixed or attached, or to be affixed or attached, in any manner on the Land or the Improvements;
 - (b) All crops growing or to be grown on the Land (and after severance from the Land); all standing timber upon the Land (and after severance from the Land); all sewer, water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and all evidence of ownership rights pertaining to such water or water rights, ownership of which affect the Land; and all architectural and engineering plans, specifications and drawings that arise from or relate to the Land or the Improvements;

- (c) All permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Land, Improvements, or other Property into cash or liquidated claims, proceeds of all present and future fire, hazard or casualty insurance policies relating to the Land and the Improvements, whether or not such policies are required by Mortgagee, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or other Property or any part of them;
- (d) All substitutions, replacements, additions, and accessions to any of the above property, and all books, records and files relating to any of the above property, including, without limitation, all general intangibles related to any of the above property and all proceeds of the above property.
- This Mortgage creates a security interest in the Personalty, and 4.2 Perfection. this Mortgage constitutes a Security Agreement and Fixture Filing from Mortgagor to Mortgagee under the Uniform Commercial Code of the State of Alabama. In addition to all of its other rights under this Mortgage and otherwise, Mortgagee shall have all of the rights of a secured party under the Uniform Commercial Code, as in effect from time to time in any state to the extent the same is applicable law. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be filed for record in the land records of each county where any part of the Property (including such fixtures) is situated. This Mortgage shall also be effective as a financing statement with respect to any other Property as to which a security interest may be perfected by the filing of a financing statement and may be filed as such in any appropriate filing or recording office. The respective mailing addresses of Mortgagor and Mortgagee are set forth in the opening paragraph of this Mortgage. A carbon, photographic or other reproduction of this Mortgage or any other financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section. Mortgagor hereby irrevocably authorizes Mortgagee at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable law, reasonably required by Mortgagee to establish or maintain the validity, perfection and priority of the security interests granted in this Mortgage.

5. RIGHTS AND DUTIES OF THE PARTIES.

- 5.1 <u>Representations and Warranties</u>. Mortgagor represents and warrants that Mortgagor lawfully possesses and holds fee simple title to all of the Land and the Improvements.
- 5.2 <u>Taxes, Assessments, Liens and Encumbrances</u>. Mortgagor shall pay prior to delinquency all taxes, levies, charges and assessments, including assessments on appurtenant water stock, imposed by any public or quasi-public authority or utility company that are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or that may cause any decrease in the value of the Property or any part of it. Mortgagor shall immediately discharge any lien on the Property that Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a lien, charge or encumbrance that now or hereafter encumbers or appears to encumber all or part of the Property, whether the lien, charge or encumbrance is or would be senior or subordinate to this Mortgage.

5.3 <u>Damages and Insurance and Condemnation Proceeds.</u>

(a) Mortgagor hereby absolutely and irrevocably assigns to Mortgagee, and authorizes the payor to pay to Mortgagee, the following claims, causes of action, awards, payments and rights to payment (collectively, the "Claims"):

- (i) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it;
- (ii) all other awards, claims and causes of action, arising out of any breach of warranty or misrepresentation affecting all or any part of the Property, or for damage or injury to, or defect in, or decrease in value of all or part of the Property or any interest in it;
- (iii) all proceeds of any insurance policies payable because of loss sustained to all or part of the Property, whether or not such insurance policies are required by Mortgagee; and
 - (iv) all interest which may accrue on any of the foregoing.
 - (b) Mortgagor shall immediately notify Mortgagee in writing if:
- (i) any damage occurs or any injury or loss is sustained to all or part of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or
- (ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property.

If Mortgagee chooses to do so, it may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on breach of warranty or misrepresentation, or for damage or injury to, defect in, or decrease in value of all or part of the Property, and it may make any compromise or settlement of the action or proceeding. Mortgagee, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Mortgagor in adjusting any loss covered by insurance.

All proceeds of the Claims assigned to Mortgagee under this Paragraph shall be paid to Mortgagee. In each instance, Mortgagee shall apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses of recovering the proceeds, including attorneys' fees. Mortgagor further authorizes Mortgagee, at Mortgagee's option and in Mortgagee's sole discretion, and regardless of whether there is any impairment of the Property, (i) to apply the balance of such proceeds, or any portion of them, to pay or prepay some or all of the Secured Obligations in such order or proportion as Mortgagee may determine, or (ii) to hold the balance of such proceeds, or any portion of them, in an interest-bearing account to be used for the cost of reconstruction, repair or alteration of the Property, or (iii) to release the balance of such proceeds, or any portion of them, to Mortgagor. If any proceeds are released to Mortgagor, Mortgagee shall not be obligated to see to, approve or supervise the proper application of such proceeds. If the proceeds are held by Mortgagee to be used to reimburse Mortgagor for the costs of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing. Mortgagee may, at Mortgagee's option, condition disbursement of the proceeds on Mortgagee's approval of such plans and specifications prepared by an architect satisfactory to Mortgagee, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen, and such other evidence of costs, percentage of completion of construction, application of payments, and satisfaction of liens as Mortgagee may reasonably require.

5.4 <u>Insurance</u>. Mortgagor shall provide and maintain in force at all times all risk property damage insurance (including without limitation windstorm coverage, and hurricane coverage as applicable) on the Property and such other type of insurance on the Property as may be required by Mortgagee in its reasonable judgment. At Mortgagee's request, Mortgagor shall provide Mortgagee with a counterpart original of any policy, together with a certificate of insurance setting forth the coverage, the limits of liability, the carrier, the policy number and the expiration date. Each such policy of insurance shall be in an amount, for a term, and in form and content satisfactory to Mortgagee, and shall be written only by companies approved by Mortgagee. In addition, each policy of hazard insurance shall include a Form 438BFU or equivalent loss payable endorsement in favor of Mortgagee.

5.5 Maintenance and Preservation of Property.

- (a) Mortgagor shall keep the Property in good condition and repair and shall not commit or allow waste of the Property. Mortgagor shall not remove or demolish the Property or any part of it, or alter, restore or add to the Property, or initiate or allow any change in any zoning or other land use classification that affects the Property or any part of it, except with Mortgagee's express prior written consent in each instance.
- (b) If all or part of the Property becomes damaged or destroyed, Mortgagor shall promptly and completely repair and/or restore the Property in a good and workmanlike manner in accordance with sound building practices, regardless of whether or not Mortgagee agrees to disburse insurance proceeds or other sums to pay costs of the work of repair or reconstruction hereunder.
- (c) Mortgagor shall not commit or allow any act upon or use of the Property that would violate any applicable law or order of any governmental authority, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property. Mortgagor shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Mortgagor on the Property or any part of it under this Mortgage.
- (d) If Mortgagor's interest in the Property is a leasehold interest, Mortgagor shall observe and perform all obligations of Mortgagor under any lease or leases and shall refrain from taking any actions prohibited by any lease or leases. Mortgagor shall preserve and protect the leasehold estate and its value.
- (e) If the Property is agricultural, Mortgagor shall farm the Property in a good and husbandlike manner. Mortgagor shall keep all trees, vines and crops on the Property properly cultivated, irrigated, fertilized, sprayed and fumigated, and shall replace all dead or unproductive trees or vines with new ones. Mortgagor shall prepare for harvest, harvest, remove and sell any crops growing on the Property. Mortgagor shall keep all buildings, fences, ditches, canals, wells and other farming improvements on the Property in first class condition, order and repair.
- (f) Mortgagor shall perform all other acts that from the character or use of the Property may be reasonably necessary to maintain and preserve its value.
- 5.6 Releases, Extensions, Modifications and Additional Security. Without affecting the personal liability of any person, including Mortgagor, for the payment of the Secured Obligations or the lien of this Mortgage on the remainder of the Property for the unpaid amount of the Secured Obligations, Mortgagee may from time to time and without notice:
 - (a) release any person liable for payment of any Secured Obligation;

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- (b) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation or Debt Instrument;
- (c) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security;
- (d) alter, substitute or release any property securing the Secured Obligations;
 - (e) consent to the making of any plat or map of the Property or any part of it;
- (f) join in granting any easement or creating any restriction affecting the Property;
- (g) join in any subordination or other agreement affecting this Mortgage or the lien of it; or
 - (h) release the Property or any part of it from the lien of this Mortgage.
- 5.7 <u>Release</u>. When all of the Secured Obligations have been paid in full and no further commitment to extend credit under the Debt Instrument continues, Mortgagee shall release the Property, or so much of it as is then held under this Mortgage, from the lien of this Mortgage.

5.8 Compensation and Reimbursement of Costs and Expenses.

- (a) Mortgagor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this Mortgage, including Mortgagee's providing a statement of the Secured Obligations. Mortgagor shall also pay or reimburse all of Mortgagee's costs and expenses that may be incurred in rendering any such services.
- (b) Mortgagor further agrees to pay or reimburse Mortgagee for all costs, expenses and other advances that may be incurred or made by Mortgagee to protect or preserve the Property or to enforce any terms of this Mortgage, including the exercise of any rights or remedies afforded to Mortgagee under Paragraph 6.3, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Mortgage, including attorneys' fees and other legal costs, costs of any sale of the Property and any cost of evidence of title.
- (c) Mortgagor shall pay all obligations arising under this Paragraph immediately upon demand by Mortgagee. Each such obligation shall be added to, and considered to be part of, the principal of the Secured Obligations, and shall bear interest from the date the obligation arises at the rate provided in any instrument or agreement evidencing the Secured Obligations. If more than one rate of interest is applicable to the Secured Obligations, the highest rate shall be used for purposes hereof.

5.9 Exculpation and Indemnification.

- (a) Mortgagee shall not be directly or indirectly liable to Mortgagor or any other person as a consequence of any of the following:
 - (i) Mortgagee's exercise of or failure to exercise any rights, remedies or powers granted to it in this Mortgage;

- (ii) Mortgagee's failure or refusal to perform or discharge any obligation or liability of Mortgagor under any agreement related to the Property or under this Mortgage;
- (iii) Mortgagee's failure to produce Rents from the Property or to perform any of the obligations of the lessor under any lease covering the Property;
- (iv) any waste committed by lessees of the Property or any other parties, or any dangerous or defective condition of the Property; or
- (v) any loss sustained by Mortgagor or any third party resulting from any act or omission of Mortgagee in operating or managing the Property upon exercise of the rights or remedies afforded Mortgagee under Paragraph 6.3, unless the loss is caused by the willful misconduct and bad faith of Mortgagee.

Mortgagor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Mortgagee.

- (b) Mortgagor agrees to indemnify Mortgagee against and hold Mortgagee harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses that Mortgagee may suffer or incur in performing any act required or permitted by this Mortgage or by law or because of any failure of Mortgagor to perform any of its obligations. This agreement by Mortgagor to indemnify Mortgagee shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release of this Mortgage.
- 5.10 <u>Defense and Notice of Claims and Actions</u>. At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Mortgage and the rights and powers of Mortgagee created under it, against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing if any claim is asserted that does or could affect any of these matters, or if any action or proceeding is commenced that alleges or relates to any such claim.
- Representation and Warranty Regarding Hazardous Substances. Before signing this Mortgage, Mortgagor researched and inquired into the previous uses and ownership of the Property. Based on that due diligence, Mortgagor represents and warrants that to the best of its knowledge, no hazardous substance has been disposed of or released or otherwise exists in, on, under or onto the Property, except as Mortgagor has disclosed to Mortgagee in writing. Mortgagor further represents and warrants that Mortgagor has complied, and will comply and cause all occupants of the Property to comply, with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances ("Environmental Laws"). Mortgagor shall promptly, at Mortgagor's sole cost and expense, take all reasonable actions with respect to any hazardous substances or other environmental condition at, on, or under the Property necessary to (i) comply with all applicable Environmental Laws; (ii) allow continued use, occupation or operation of the Property; or (iii) maintain the fair market value of the Property. Mortgagor acknowledges that hazardous substances may permanently and materially impair the value and use of the Property. "Hazardous substance" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any current or future federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including without limitation petroleum or natural gas.
- 5.12 <u>Site Visits, Observation and Testing</u>. Mortgagee and its agents and representatives shall have the right at any reasonable time, after giving reasonable notice to Mortgagor,

to enter and visit the Property for the purposes of performing appraisals, observing the Property, taking and removing environmental samples, and conducting tests on any part of the Property. Mortgagor shall reimburse Mortgagee on demand for the costs of any such environmental investigation and testing. Mortgagee will make reasonable efforts during any site visit, observation or testing conducted pursuant this Paragraph to avoid interfering with Mortgagor's use of the Property. Mortgagee is under no duty, however, to visit or observe the Property or to conduct tests, and any such acts by Mortgagee will be solely for the purposes of protecting Mortgagee's security and preserving Mortgagee's rights under this Mortgage. No site visit, observation or testing or any report or findings made as a result thereof ("Environmental Report") (i) will result in a waiver of any default of Mortgagor; (ii) impose any liability on Mortgagee; or (iii) be a representation or warranty of any kind regarding the Property (including its condition or value or compliance with any laws) or the Environmental Report (including its accuracy or completeness). In the event Mortgagee has a duty or obligation under applicable laws, regulations or other requirements to disclose an Environmental Report to Mortgagor or any other party, Mortgagor authorizes Mortgagee to make such a disclosure. Mortgagee may also disclose an Environmental Report to any regulatory authority, and to any other parties as necessary or appropriate in Mortgagee's judgment. Mortgagor further understands and agrees that any Environmental Report or other information regarding a site visit, observation or testing that is disclosed to Mortgagor by Mortgagee or its agents and representatives is to be evaluated (including any reporting or other disclosure obligations of Mortgagor) by Mortgagor without advice or assistance from Mortgagee.

6. ACCELERATING TRANSFERS, DEFAULT AND REMEDIES.

6.1 <u>Accelerating Transfers</u>

- (a) "Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, or other transfer, whether voluntary, involuntary, by operation of law or otherwise, of all or any material part of the Property or any interest in it (other than Leases made in accordance with the terms hereof), including any transfer or exercise of any right to drill for or to extract any water (other than for Mortgagor's own use), oil, gas or other hydrocarbon substances or any mineral of any kind on or under the surface of the Property. If Mortgagor is a corporation, "Accelerating Transfer" also means any transfer or transfers of shares possessing, in the aggregate, more than twenty five percent (25%) of the voting power. If Mortgagor is a partnership, "Accelerating Transfer" also means withdrawal or removal of any general partner, dissolution of the partnership under applicable law, or any transfer or transfers of, in the aggregate, more than twenty five percent (25%) of the partnership interests. If Mortgagor is a limited liability company, "Accelerating Transfer" also means withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of, in the aggregate, more than twenty five percent (25%) of the voting power or in the aggregate more than twenty five percent (25%) of the economic interest in Mortgagor.
- (b) Mortgagor agrees that Mortgagor shall not make any Accelerating Transfer, unless the transfer is preceded by Mortgagee's express written consent to the particular transaction and transferee. Mortgagee may withhold such consent in its sole discretion. If any Accelerating Transfer occurs, Mortgagee in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Mortgagee may invoke any rights and remedies provided by Paragraph 6.3 of this Mortgage.
- 6.2 <u>Events of Default</u>. The occurrence of any one or more of the following events, at the option of Mortgagee, shall constitute an event of default ("Event of Default") under this Mortgage:
 - (a) Mortgagor fails to make any payment, when due, under the Debt Instrument (after giving effect to any applicable grace period);
 - (b) Any Event of Default occurs under that certain Loan Agreement of even date herewith by and between Mortgagor and Mortgagee (as such agreement has been or may

be amended or restated from time to time) or any other default or event of default (or Default or Event of Default, as the case may be) occurs under any other Debt Instrument or in any other instrument or agreement evidencing, securing or executed in connection with, any of the Secured Obligations and such default continues beyond any applicable cure period;

- (c) Mortgagor fails to make any payment or perform any obligation that arises under this Mortgage;
- (d) Mortgagor makes or permits the occurrence of an Accelerating Transfer in violation of Paragraph 6.1;
- (e) Any representation or warranty made in connection with this Mortgage or the Secured Obligations proves to have been false or misleading in any material respect when made;
- (f) Any default occurs under any other mortgage on all or any part of the Property, or under any obligation secured by such mortgage, whether such mortgage is prior to or subordinate to this Mortgage; or
- (g) An event occurs that gives Mortgagee the right or option to terminate any Swap Contract secured by this Mortgage
- 6.3 Remedies. At any time during the continuance of an Event of Default, Mortgagee shall be entitled to invoke any and all of the rights and remedies described below, as well as any other rights and remedies authorized by law. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.
 - (a) Mortgagee may declare any or all of the Secured Obligations to be due and payable immediately, and may terminate any Swap Contract secured by this Mortgage in accordance with its terms.
 - (b) Mortgagee may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.
 - Mortgagee, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and in its own name or in the name of Mortgagor sue for or otherwise collect any and all Rents, including those that are past due, and may also do any and all other things in connection with those actions that Mortgagee may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: entering into, enforcing, modifying, or canceling leases on such terms and conditions as Mortgagee may consider proper; obtaining and evicting tenants; fixing or modifying Rents; completing any unfinished construction; contracting for and making repairs and alterations; performing such acts of cultivation or irrigation as necessary to conserve the value of the Property; and preparing for harvest, harvesting and selling any crops that may be growing on the property. Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact to perform such acts and execute such documents as Mortgagee in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Mortgagor's name on any instruments. Mortgagor agrees to deliver to Mortgagee all books and records pertaining to the Property, including computerreadable memory and any computer hardware or software necessary to access or process such memory, as may reasonably be requested by Mortgagee in order to enable Mortgagee to exercise its rights under this Paragraph.
 - (d) Mortgagee may cure any breach or default of Mortgagor, and if it chooses to do so in connection with any such cure, Mortgagee may also enter the Property

and/or do any and all other things that it may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: appearing in and/or defending any action or proceeding that purports to affect the security of, or the rights or powers of Mortgagee under, this Mortgage; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien that in Mortgagee's sole judgment is or may be senior in priority to this Mortgage, such judgment of Mortgagee to be conclusive as among the parties to this Mortgage; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under this Mortgage; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. Mortgagee may take any of the actions permitted hereunder either with or without giving notice to any person.

- (e) Mortgagee may bring an action in any court of competent jurisdiction to foreclose this instrument or to obtain specific enforcement of any of the covenants or agreements of this Mortgage.
- (f) Mortgagee may exercise the remedies contained in the Debt Instrument or in any other instrument or agreement evidencing any of the Secured Obligations.
- Mortgagee may, at its option, whether or not possession of the Property has been taken, after giving notice by publication once a week for three successive weeks of the time, place, and terms of each such sale, together with a description of the Property to be sold, in a newspaper published in the county or counties wherein such Property or any part thereof is located, or as otherwise provided by law, either in person or by auctioneer, sell the Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) at the front or main door of the courthouse of the county in which such Property or a substantial and material part thereof is located, at public outcry, to the highest bidder for cash. Upon payment of the purchase price, Mortgagee, its agent or attorney, or the auctioneer conducting the sale may execute and deliver to the purchaser for and in the name of Mortgagor a good and sufficient deed to the property sold. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. Mortgagee may bid and become the purchaser of the Property, or any part thereof, at any foreclosure sale if the highest bidder therefor. In that event, Mortgagee may pay the purchase price by crediting the Obligations in the amount of Mortgagee's bid. Mortgagor hereby waives any requirement that the Property be sold in separate parcels or tracts. At any foreclosure sale any part or all of the Property, whether real, personal, or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse may be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds. In case Mortgagee, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Property not previously sold shall have been sold or all the Obligations shall have been finally and fully paid and satisfied.
- (h) Mortgagee may proceed under the Uniform Commercial Code as to all or any part of the Personalty, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Uniform Commercial Code. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Mortgagee may sell the Personalty at a public sale to be held at the time and place specified in the notice of sale. Mortgagee may sell the Personalty at a public sale to be held after the date specified in the notice of sale. It shall be deemed commercially reasonable for the Mortgagee to dispose of the Personalty without giving any warranties as to the Personalty and specifically disclaiming all disposition warranties. Alternatively, Mortgagee may choose to dispose of some or all of the Property, in any combination consisting of both personal property and real property, in a sale or sales to be held in accordance with the law and procedures applicable to real property,

as permitted by Article 9A, "Secured Transactions", of the Uniform Commercial Code. Mortgagor agrees that such a sale of personal property together with real property constitutes a commercially reasonable sale of the personal property.

6.4 Application of Sale Proceeds and Rents.

- (a) Mortgagee shall apply the proceeds of any sale of the Property in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs, fees and expenses of the sale, including costs of evidence of title in connection with the sale; and, second, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto.
- (b) Mortgagee shall apply any and all Rents collected by it, and any and all sums other than proceeds of any sale of the Property that Mortgagee may receive or collect under Paragraph 6.3, in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Mortgagee or any receiver; and, second, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto. Mortgagee shall have no liability for any funds that it does not actually receive.

7. MISCELLANEOUS PROVISIONS

7.1 No Waiver or Cure.

- (a) Each waiver by Mortgagee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Mortgagee to take action on account of any default of Mortgagor. Consent by Mortgagee to any act or omission by Mortgagor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's consent to be obtained in any future or other instance.
- (b) If any of the events described below occurs, that event alone shall not cure or waive any breach, Event of Default or notice of default under this Mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed); or impair the security of this Mortgage; or prejudice Mortgagee or any receiver in the exercise of any right or remedy afforded any of them under this Mortgage; or be construed as an affirmation by Mortgagee of any tenancy, lease or option, or a subordination of the lien of this Mortgage:
 - (i) Mortgagee, its agent or a receiver takes possession of all or any part of the Property;
 - (ii) Mortgagee collects and applies Rents, either with or without taking possession of all or any part of the Property;
 - (iii) Mortgagee receives and applies to any Secured Obligation proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Mortgagee under this Mortgage;
 - (iv) Mortgagee makes a site visit, observes the Property and/or conducts tests thereon;

- (v) Mortgagee receives any sums under this Mortgage or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations;
- (vi) Mortgagee or any receiver performs any act that it is empowered or authorized to perform under this Mortgage or invokes any right or remedy provided under this Mortgage.
- 7.2 <u>Powers of Mortgagee</u>. Mortgagee may take any of the actions permitted under Paragraphs 6.3(b) and/or 6.3(c) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Mortgage.
- 7.3 Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Property unless Mortgagee consents to a merger in writing.
- 7.4 <u>Applicable Law.</u> This Mortgage shall be governed by the laws of the State of Alabama.
- 7.5 <u>Successors in Interest</u>. The terms, covenants and conditions of this Mortgage shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Paragraph does not waive the provisions of Paragraph 6.1.
- ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH OF MORTGAGOR AND MORTGAGEE (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION AND (c) CERTIFIES THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.
- 7.7 <u>Waiver of Class Actions.</u> The terms "Claim" or "Claims" refer to any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses between Bank of America, N.A., its subsidiaries and affiliates, on the one hand, and the other parties to this Mortgage, on the other hand (all of the foregoing each being referred to as a "Party" and collectively as the "Parties"). Whether in state court, federal court, or any other venue, jurisdiction, or before any tribunal, the Parties agree that all aspects of litigation and trial of any Claim will take place without resort to any form of class or representative action. Thus the Parties may only bring Claims against each other in an individual capacity and waive any right they may have to do so as a class representative or a class member in a class or representative action. THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.
- 7.8 <u>Interpretation</u>. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Mortgage are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." The word "obligations" is used in its broadest and most

comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions. No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Mortgage. The Exhibits to this Mortgage are hereby incorporated in this Mortgage.

- 7.9 <u>In-House Counsel Fees</u>. Whenever Mortgagor is obligated to pay or reimburse Mortgagee for any attorneys' fees, those fees shall include the allocated costs for services of in-house counsel to the extent permitted by applicable law.
- 7.10 <u>Waiver of Marshaling</u>. Mortgagor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property will be sold in the event of any sale under this Mortgage. Each successor and assign of Mortgagor, including any holder of a lien subordinate to this Mortgage, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.
- 7.11 Severability. If any provision of this Mortgage should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Mortgage except that if such provision relates to the payment of any monetary sum, then Mortgagee may, at its option, declare all Secured Obligations immediately due and payable.
- 7.12 <u>Notices</u>. Mortgagor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below. That address is also the mailing address of Mortgagor as debtor under the Uniform Commercial Code. Mortgagee's address given below is the address for Mortgagee as secured party under the Uniform Commercial Code.

Addresses for Notices to Mortgagor:

A1S2 Investments, LLC 3103 Salisbury Road

Mountain Brook, Alabama 35213

Attention: Member

Address for Notices to Mortgagee:

Bank of America, N.A. Document Retention NC1-001-05-13

One Independence Center 101 North Tryon Street Charlotte, NC 28255-0001

[SIGNATURE PAGE FOLLOWS]

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Mortgagor has executed this Mortgage as of the date first above written, intending to create an instrument executed under seal.

Signed, sealed and delivered

in the presence of:

Print Name:

A1S2 INVESTMENTS, LLC

Angela Ellis Thornton, Its Member

(SEAL)

Print Name: Wisky / Westure

STATE OF ALABAMA

COUNTY OF COUNTY OF

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Angela Ellis Thornton, whose name as Member of A1S2 Investments, 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 instrument, she, as such Member and with full authority, executed the same as of the date hereof voluntarily for and as the act of said Company.

Given under my hand this <u>I</u> day of ____

, 2019.

Notary Public, State and County

Aforesaid

Print Name: _______
My commission expires:_

My commission number:

(NOTARIAL SEAL)

Exhibit "A"

Legal Description:

Lot 1-C, according to the Brook Highland Plaza Resurvey being recorded in Map Book 18, Page 99, in the Probate Office of Shelby County, Alabama, of Lots 1 and 2, Brook Highland Plaza.

Together with that certain easement for ingress and egress more particularly described and defined in that certain deed recorded in instrument #1994-22323 in the Probate Office of Shelby County, Alabama.

Street Address:

5231 Highway 280 South, Birmingham, Alabama 35242.

Note:

Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Property. In the event of any conflict between the legal description set forth above and any such address, the legal description set forth above shall control.



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Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk Shelby County, AL

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