

20200401000128460
04/01/2020 03:51:15 PM
MORT 1/12

This Instrument Prepared by
And upon recording return to:

Matthew D. Evans Esq.
Marks & Evans, P.C.
400 Century Park South, Suite 100
Birmingham, Alabama 35226

NOTICE TO RECORDER:

THIS DOCUMENT CONTAINS A FIXTURE FILING IN ACCORDANCE WITH SECTION 7-9A-334(H) OF THE ALA. CODE AND SHOULD BE FILED AND INDEXED IN THE REAL ESTATE RECORDS NOT ONLY AS A MORTGAGE AND ASSIGNMENT OF RENTS BUT ALSO AS A FIXTURE FILING.

FURTHER, THE MORTGAGED PROPERTY ALSO LIES IN BOTH JEFFERSON COUNTY, ALABAMA AND SHELBY COUNTY, ALABAMA, WITH 33.32% IN JEFFERSON COUNTY, ALABAMA AND 66.68% IN SHELBY COUNTY, ALABAMA.

THIS MORTGAGE WAS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT NUMBER _____ ON APRIL 1, 2020 UPON WHICH MORTGAGE RECORDING TAX HAS BEEN PAID AS REQUIRED BY ALABAMA LAW ON THE FULL AMOUNT OF THE INDEBTEDNESS SECURED HEREBY (viz., \$1,591,556.72) AND THEREFORE NO MORTGAGE RECORDING TAX IS DUE WHEN THIS MORTGAGE IS SUBMITTED FOR RECORDING IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

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

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (the "Mortgage") is made and entered into as of April 1, 2020 by RALPH P. MOORE, aka Ralph Moore, a married man and resident of the State of Alabama, and JOHN O. HENDRIX, aka John Hendrix, a married man and resident of the State of Alabama (collectively, and individually, the "Mortgagor"), in favor of SOUTHERN STATES BANK, whose address is c/o Southern States Bank, 7 Office Park Circle, Birmingham, Alabama 35223, Attention: Mr. Mason Morris (the "Bank"). Any capitalized term used herein but not defined shall have the meaning ascribed to such term in that certain Credit Agreement of even date herewith between Greystone Corporate Homes, an Alabama general partnership (the "Borrower") and Bank (as amended from time to time, the "Credit Agreement").

EACH MORTGAGOR HEREBY REPRESENTS AND WARRANTS THE FOLLOWING:

- 1. THE MORTGAGED PROPERTY DOES NOT CONSTITUTE ANY PART OF THE HOMESTEAD OF SUCH MORTGAGOR.**
- 2. JOHN O. HENDRIX AND JOHN HENDRIX ARE ONE AND THE SAME PERSON; and**
- 3. RALPH P. MOORE AND RALPH MOORE ARE ONE AND THE SAME PERSON.**

WITNESSETH:

WHEREAS, Borrower is justly indebted to Bank in the principal amount of One Million Five Hundred Ninety-One Thousand Five Hundred Fifty-Six and 72/100 Dollars (\$1,591,556.72), or such portion thereof as has been disbursed from time to time under the provisions of the Credit Agreement, such indebtedness being evidenced by the Note, and payable to Bank with interest thereon as provided for in the Credit Agreement; and

WHEREAS, Mortgagors are the only partners of the Borrower and will receive direct financial benefit therefrom and each under Mortgagor desires to secure the Obligations, including, but not limited to, the obligations to (i) pay the principal of and interest on the Note in accordance with the respective terms thereof or of the Credit Agreement, including any and all extensions, modifications, and renewals thereof and substitutions therefor, and (ii) pay, repay or reimburse Bank for all amounts owing under any of the Loan Documents, including all Indemnified Losses and Default Costs.

NOW, THEREFORE, for and in consideration of Bank making the Loan and to secure the prompt payment and performance of the Obligations, Mortgagor does hereby irrevocably CONVEY, MORTGAGE, WARRANT, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, PLEDGE and set over unto Bank, and the successors and assigns of Bank, all of Mortgagor's right, title and interest of whatever kind, nature and description, whether now owned or hereafter acquired, and wherever located (the "Mortgagor's Interest") in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Jefferson County and Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting

and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and all tangible personal property of every kind and nature whatsoever now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor of, in and to the same; and

(e) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor of, in and to any of the foregoing.

TO HAVE AND TO HOLD the Mortgaged Property and all parts, rights, members and appurtenances thereof, to the use and benefit of Bank and the successors, successors-in-title and assigns of Bank, forever; and Mortgagor covenants that Mortgagor is lawfully seized and possessed of Mortgagor's Interest in the Mortgaged Property as aforesaid and has good right to convey the same, that the same are unencumbered except for those matters expressly set forth in Exhibit A hereto, and Mortgagor does hereby warrant and will forever defend the title thereto against the claims of all persons whomsoever, except as to those matters set forth in said Exhibit A.

The Lien of this Mortgage automatically will attach to any further, greater, additional or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time hereafter acquired by Mortgagor by whatsoever means and without any further action or filing or recording on the part of Mortgagor or Bank or any other Person.

ARTICLE I

1.01 Payment and Performance of Loan Documents. Mortgagor will perform, observe and comply with all the provisions hereof, and of each of the other Loan Documents, including, but not limited to, the due and punctual payment of the principal amount due under the Note, together with interest thereon, and all other sums of money required to be paid by Mortgagor pursuant to any one or more of the Loan Documents.

1.02 Assignment of Rents and Leases. To further secure the Obligations, Mortgagor hereby sells, assigns, transfers and sets over unto Bank, its successors and assigns, all of Mortgagor's Interest, in and to all Assigned Leases including, without limitation, all the Rents under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Section 365 of the Bankruptcy Code, 11 U.S.C. § 365 (and any successor or replacement provision), all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Code in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

(a) **Mortgagor's Representations and Warranties.** Mortgagor warrants and represents to Bank, in order to induce Bank both to make the Loan and to accept this assignment of rents and leases, that: none of the Rents has been or will be assigned, pledged or in any manner transferred or hypothecated, except pursuant to this Assignment; and none of the Rents, for any period subsequent to the date of this Assignment, has been or will be collected in advance of the time when such Rents become due under the terms of the Assigned Leases.

(b) **Covenants of Mortgagor.** Mortgagor covenants with Bank that Mortgagor shall without limiting the terms of the Credit Agreement, upon Bank's request, execute any documentation confirming the assignment and transfer to Bank of each Assigned Lease upon all or any part of the Mortgaged Property; and execute and deliver, at the request of Bank, all other further assurances, confirmations and assignments in the Mortgaged Property as Bank shall, from time to time, reasonably require in order to evidence or secure the rights of Bank pursuant to this Assignment.

(c) **Mortgagor's Rights Prior to Default.** So long as there shall not exist any default by Mortgagor in the performance of any covenant or agreement of Mortgagor in any Assigned Lease, nor any Event of Default under and as defined in the Note, nor any default by Mortgagor in the performance of any covenant, agreement or obligation of Mortgagor contained herein (each of the foregoing herein being called an "Event of Default"), then Mortgagor shall have the right to continue to exercise all its rights and perform its obligations under the Assigned Leases, including the right to collect each payment of Rent at the time of, but not more than one (1) month prior to, the date provided in the applicable Assigned Lease for such payment, and to retain, use and enjoy such payment (subject to the terms of the Loan Documents), and to lease the Mortgaged Property or any part thereof, all subject to the provisions of this Assignment and

the Loan Documents. However, upon any Event of Default, Mortgagor's rights pursuant to this paragraph to collect, retain, use and enjoy each payment of Rent, and to lease the Mortgaged Property or any part thereof, shall terminate.

1.03 Security Agreement. With respect to all tangible personal property constituting part of the Mortgaged Property which is subject to the provisions of Article 9 of the Uniform Commercial Code as enacted in the state wherein the Land is situated (the "UCC"), this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such Personal Property in compliance with the provisions of the UCC, and Mortgagor hereby grants to Bank a security interest in said Personal Property. Mortgagor authorizes Bank to file a financing statement or statements reciting this Mortgage to be a security agreement affecting all of such Personal Property. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage, or otherwise in respect of an Event of Default, shall be (a) as prescribed herein or in any other Loan Document with respect thereto, or (b) as prescribed by applicable Law, including the UCC, all at Bank's sole election. Mortgagor agrees that the filing of such financing statement(s) in the records normally having to do with personal property shall not in any way affect the agreement of Mortgagor and Bank that everything used in connection with the production of income from the Mortgaged Property or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings both legal or equitable, shall be regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an Exhibit to this Mortgage, or (iii) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (A) the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain proceedings for taking or for loss of value, or (C) Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Bank as determined by this instrument or affect the priority of Bank's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement(s) is solely for the protection of Bank in the event any court shall at any time hold, with respect to the foregoing items (A), (B), or (C), that notice of Bank's priority of interest, to be effective against a particular class of persons, must be filed in the UCC records. This Mortgage may be filed as a financing statement in any office where Bank deems such filing necessary or desirable and Mortgagor will promptly upon demand reimburse Bank for the costs therefor.

1.04 Use of Mortgaged Property. Mortgagor shall at all times use the Mortgaged Property for Mortgagor's business of commercial leasing and development and activities related thereto or arising therefrom and such other permitted purposes otherwise approved by Bank. Mortgagor shall not be permitted to alter or change the use of the Mortgaged Property without the prior written consent of Bank.

1.05 Conveyance of Mortgaged Property. Except as otherwise expressly permitted by the Credit Agreement, Mortgagor shall not directly or indirectly encumber (by Lien, junior mortgage, or otherwise), pledge, convey, transfer or assign any or all of its interest in the Mortgaged Property without the prior written consent of Bank.

1.06 Acquisition of Collateral. Except as otherwise expressly permitted by the Credit Agreement, Mortgagor shall not acquire any Personal Property subject to any Lien taking precedence over the Lien of this Mortgage.

ARTICLE II

2.01 Events of Default. The term "Event of Default", wherever used in this Mortgage, shall mean an "Event of Default" as defined in the Credit Agreement.

2.02 Rights and Remedies.

(a) If an Event of Default shall have occurred, then in addition to the rights and remedies provided for under any other Loan Document or under applicable Law, then at the option of Bank this Mortgage may be foreclosed in any manner now or hereafter provided by Alabama law, and to the extent provided or allowed by Alabama law, Bank, or its agent, may sell the Mortgaged Property or any part of the Mortgaged Property at one or more public sales before the front or main 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 by applicable Laws. At any such sale, Bank may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. Bank shall have the right to enforce any of its remedies set forth herein without notice to Mortgagor, except for such notice as may be required by law. 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 Bank in its sole discretion may elect, and if Bank so elects, Bank may sell the personal property covered by this Mortgage at one or more separate sales in any manner permitted by the UCC, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or the Obligations are paid in full. If the Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Bank at its option may exhaust the remedies granted under any of said security instruments or this Mortgage either concurrently or independently, and in such order as Bank may determine.

Said sale may be adjourned by Bank, 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.

(i) Bank's Remedies Upon Default Regarding the Assigned Leases Upon, or at any time after, the occurrence of any Event of Default, and without in any way waiving such Event of Default or releasing Mortgagor from any obligation under this Assignment, at Bank's option and in its discretion, and irrespective of whether Bank shall have commenced any other remedy under applicable law or any other Loan Document, then Bank may, without notice and with or without bringing any action or proceeding except as required by applicable law, (i) exercise any and all rights available under applicable law, (ii) revoke the rights of Mortgagor as set forth in Section 1.02 (c), (iii) proceed to

perform any and all of the duties and obligations and exercise all the rights and remedies of Mortgagor contained in the Assigned Leases as fully as Mortgagor could itself, (iv) lease all or any portion of the Mortgaged Property and collect the Rents, and/or (v) take possession of the Mortgaged Property or the Rents and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Bank may in its discretion deem proper, and, either with or without taking possession of the Mortgaged Property in Bank's own name: (aa) make any payment or perform any act which Mortgagor has failed to make or perform, in such manner and to such extent as Bank may deem necessary to protect the security provided for in this Assignment, or otherwise, including without limitation, the right to appear in and defend any action or proceeding purporting to affect the security provided for in this Assignment, or the rights or powers of Bank; (bb) lease the Mortgaged Property or any portion thereof in such manner and for such Rents as Bank shall determine in its sole and absolute discretion; or (cc) demand, sue for, or otherwise collect and receive from all persons all Rents, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs or replacements of and to the Mortgaged Property (or any part thereof) as may seem proper to Bank and to apply the Rents to the payment of (in such order of priority as Bank, in its sole discretion, may determine): (aa) all expenses of managing the Mortgaged Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Bank may deem necessary or desirable; (bb) all taxes, charges, claims, assessments, water rents, sewer rents, and any other liens, and premiums for all insurance which Bank may deem necessary or desirable, and the cost of all alterations, renovations, repairs, or replacements, and all expenses incidental to taking and retaining possession of the Mortgaged Property; (cc) all or any portion of the Loan; and/or (dd) all costs and Attorneys' Fees incurred in connection therewith. Mortgagor hereby specifically authorizes Bank, and hereby constitutes and appoints Bank as Mortgagor's agent and attorney-in-fact, in Mortgagor's name or in Bank's name, to do any of the foregoing. The foregoing power of attorney is coupled with an interest and cannot be revoked by insolvency, Bankruptcy, death, dissolution or otherwise. The foregoing remedies are cumulative of and in addition to, and not restrictive of or in lieu of, the rights and remedies provided for or allowed by any one or more of the Loan Documents, or provided for or allowed by law or in equity.

(b) In the event of any sale of the Mortgaged Property as authorized by this Section, all prerequisites of such sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment or non-performance of the Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

2.03 Purchase by Bank. Upon any foreclosure sale or sale of all or any portion of the Mortgaged Property under the power herein granted, Bank may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price.

2.04 Mortgagor as Tenant Holding Over. In the event of any such foreclosure sale or sale under the powers herein granted, Mortgagor (if Mortgagor shall remain in possession)

and all Persons holding under Mortgagor shall be deemed tenants holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

2.05 Waiver of Appraisal, Valuation, Etc. Mortgagor agrees, to the full extent permitted by law, that in case of a default on the part of Mortgagor hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Mortgage marshaled upon any foreclosure or sale under the power herein granted. The exercise by Bank of any rights or powers under Section 1.02(ii), including, without limitation, the collection of the Rents, and the application of the Rents as provided in this Assignment, shall not be considered a waiver by Bank of any default by Mortgagor under any Loan Document.

2.06 Bank Not Liable Except For Its Willful Tortious Misconduct or Bad Faith. Bank shall not be liable for any loss sustained by Mortgagor resulting from (1) Bank's failure to let the Mortgaged Property, or (2) any act or omission of Bank in exercising its rights and remedies hereunder, unless and to the extent such loss is caused by the willful tortious misconduct or bad faith of Bank. Nor shall Bank be obligated to perform or discharge, nor does Bank hereby undertake to perform or discharge, any obligation, duty or liability under the Assigned Leases or under or by reason of this Assignment, and Mortgagor shall, and does hereby agree, to indemnify Bank for, and to hold Bank harmless from, any and all liability, loss or damage which may or might be incurred under the Assigned Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Bank by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Assigned Leases, unless resulting from the willful tortious misconduct or bad faith of Bank. Should Bank incur any such liability under any Assigned Lease, or under or by reason of this Assignment, or in defense of any claims or demands specified above in this paragraph, then the amount of all such liability, including, without limitation, costs, expenses and Attorneys' Fees, shall be secured by this Assignment and Mortgagor shall reimburse Bank for all such liability immediately upon demand by Bank. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Mortgaged Property upon Bank, nor for the carrying out of any of the terms and conditions of the Assigned Leases; nor shall it operate to make Bank responsible or liable for any waste committed on the Mortgaged Property by the tenants or any other parties, nor for any dangerous or defective condition of the Mortgaged Property, nor for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss, injury or death to any tenant, employee or others, unless and to the extent resulting from the willful tortious misconduct or bad faith of Bank.

2.07 Waiver of Homestead. Mortgagor hereby waives and renounces all homestead and exemption rights provided for 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 Obligations, or any part thereof.

2.08 Leases. Bank, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Mortgagor, a defense to any proceeding instituted by Bank to collect the sums secured hereby.

2.09 Discontinuance of Proceedings. In case Bank shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Bank, then in every such case, Mortgagor and Bank shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Bank shall continue as if no such proceedings had occurred.

2.10 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Bank by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

2.11 Suits to Protect the Mortgaged Property. Bank shall have power to institute and maintain such suits and proceedings as it may deem expedient (a) to prevent any impairment of the Lien of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the Rents; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would materially impair the security hereunder or be prejudicial to the interest of Bank.

2.12 Proofs of Claim. In the case of any receivership, insolvency, Bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor, its creditors or its property, Bank, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Bank allowed in such proceedings for the entire amount due and payable by Mortgagor under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by Mortgagor hereunder after such date.

ARTICLE III

3.01 Successors and Assigns. This Mortgage shall be binding upon Mortgagor and Bank and their respective successors and assigns and subsequent owners of the Mortgaged Property, or any part thereof, and shall inure to the benefit of Mortgagor and Bank and their respective successors and assigns and any holder of the Obligations.

3.02 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama.

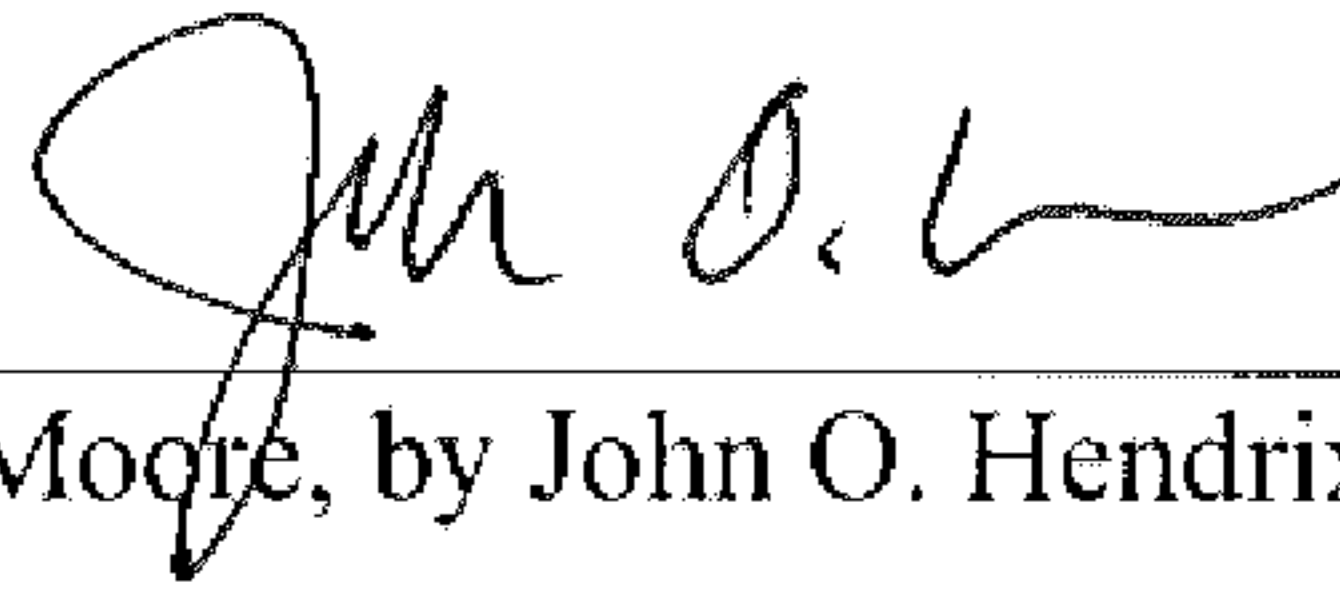
3.03 Notices. All notices provided for herein shall be given and deemed received when given and received in accordance with the terms of the Credit Agreement.

3.04 Assignment. This Mortgage is assignable by Bank and any assignment of this Mortgage by Bank shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Bank.

3.05 Future Advances. Upon request of Mortgagor, Bank, at Bank's option so long as this Mortgage secures indebtedness held by Bank, may make future advances to Mortgagor. Such future advances, with interest thereon, shall be secured hereby if made under the terms of this Mortgage, the Note or the Credit Agreement, or if made pursuant to any other promissory note, instrument or agreement stating that sums advanced thereunder are secured hereby.

20200401000128460 04/01/2020 03:51:15 PM MORT 11/12
IN WITNESS WHEREOF, each Mortgagor has caused this Mortgage to be duly executed and delivered as of the day and year first above written.

RALPH P. MOORE,
BY: John O. Hendrix, his Attorney-In-Fact



Ralph P. Moore, by John O. Hendrix his Attorney-In-Fact

STATE OF ALABAMA
COUNTY OF JEFFERSON

§
§

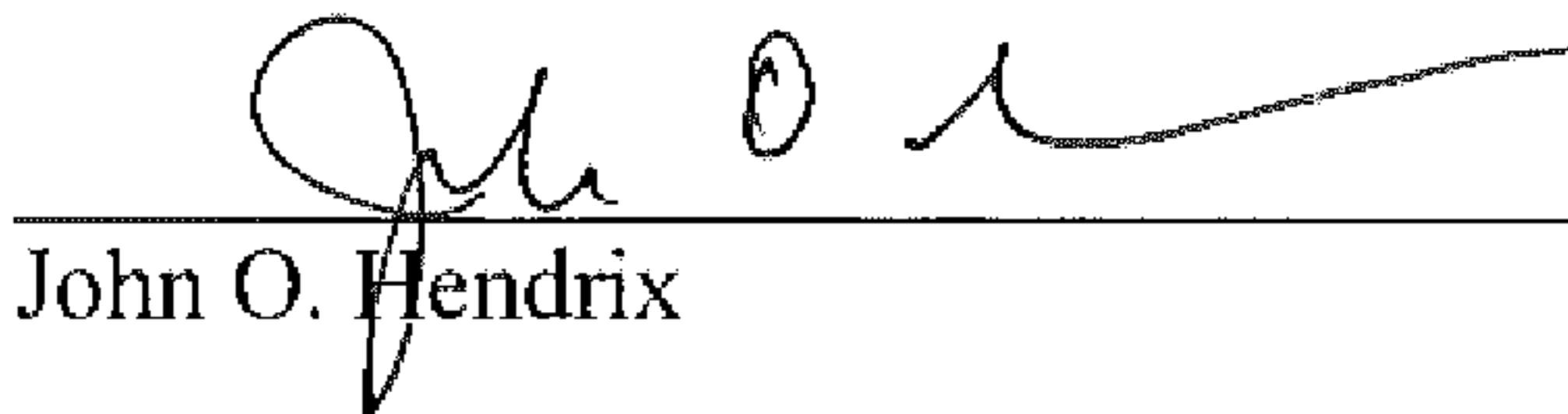
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John O. Hendrix, as Attorney-In-Fact for Ralph P. Moore, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, executed the same voluntarily on the day the same bears date. Given under my hand and official seal, this the 1st day of April 2020.


Notary Public

My Commission Expires:

Jennifer Denise Powers
Notary Public, Alabama State at Large
My Commission Expires July 19, 2020
[SEAL]

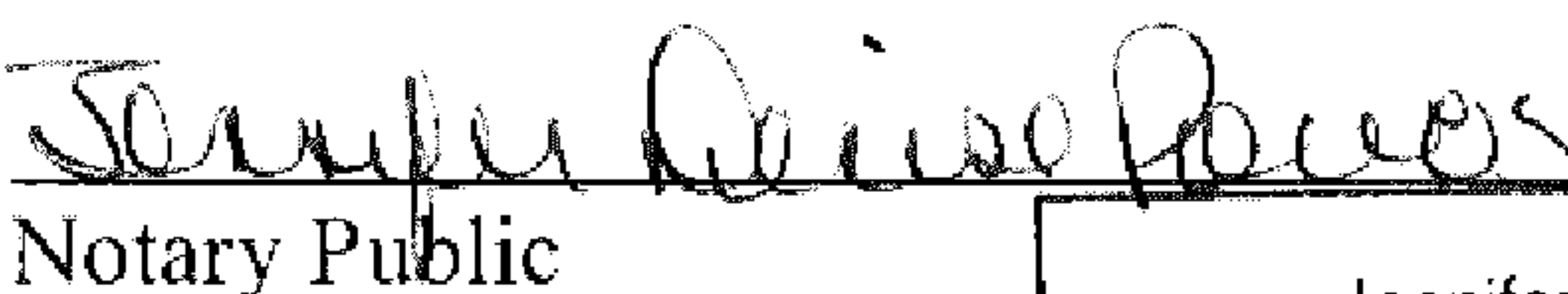
JOHN O. HENDRIX


John O. Hendrix

STATE OF ALABAMA
COUNTY OF JEFFERSON

§
§

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John O. Hendrix, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, executed the same voluntarily on the day the same bears date. Given under my hand and official seal, this the 1st day of April 2020.


Notary Public

My Commission Expires:

Jennifer Denise Powers
Notary Public, Alabama State at Large
My Commission Expires July 19, 2020
[SEAL]

EXHIBIT "A"

(DESCRIPTION OF LAND)

PARCEL I:

Lot 114, according to the Survey of Hawkrige Garden Homes, Phase One, as recorded in Map Book 205, Page 95, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

PARCEL II:

Lot 74, according to the Survey of Southwood Highlands, Phase 1, as recorded in Map Book 28, Page 35, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

PARCEL III:

Lot 20, in Block 2, according to the Survey of Deer Valley – I, as recorded in Map Book 26, Page 11, in the Probate Office of Jefferson County, Alabama.

PARCEL IV:

Lot 2–B, according to the Survey of The Cottages of Brook Highland, as recorded in Map Book 16, Page 129, in the Probate Office of Shelby County, Alabama.

PARCEL V:

Lot 72, according to the Survey of Broken Bow, First Addition, Second Phase, as recorded in Map Book 8, Page 139, in the Probate Office of Shelby County, Alabama.

PARCEL VI:

Lot 26 B, according to the Survey of The Cottages of Brook Highland, as recorded in Map Book 16, Page 129, in the Probate Office of Shelby County, Alabama.

PARCEL VII:

Lot 16, in Block 1, according to the Survey of Kerry Downs, a Subdivision of Inverness, as recorded in Map Book 5, Page 135, in the Probate Office of Shelby County, Alabama.

PARCEL VIII:

Lot 51, according to the Survey of The Village at Brook Highland, as recorded in Map Book 24, Page 93, in the Probate Office of Shelby County, Alabama.

PARCEL IX:

Lot 30, according to the Amended Map of The Cottages at Southlake, as recorded in Map Book 16, Page 139, in the Probate Office of Shelby County, Alabama; together with an undivided interest in and to the “Common Area” as designated on the said record map.

