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02/18/2021 12:45:08 PM  
MORT 1/12

**PREPARED BY AND RETURN TO:**

T. Luke Markham, Esquire  
Johnson, Pope, Bokor,  
Ruppel & Burns, LLP  
401 E. Jackson Street, Suite 3100  
Tampa, FL 33602

**Property Addresses:**

1126 Linwood Street, Center Point AL 35215  
1021 Park Place, Birmingham AL 35215  
1608 4th Place NW, Center Point AL 35215  
201 Bonnieville Drive, Calera AL 35040  
217 Garden Lane, Birmingham AL 35215  
220 66th St South, Birmingham AL 35212  
3021 Cherokee Dr, Hueytown AL 35023  
4012 Harris Ave, Adamsville AL 35005  
405 Meadow Lane, Adamsville AL 35005  
5411 Amerson Street, Adamsville AL 35005  
544 Karey Drive, Center Point AL 35215  
737 Eastern Manor Circle, Birmingham AL  
35215

This is a purchase money mortgage,  
the proceeds of which have been  
applied to the purchase price of  
the property herein described.

Jefferson County 9000  
Shelby County 1090

**MORTGAGE**

THIS MORTGAGE ("Mortgage") is made this 28th day of January, 2021, between **GRACE NATIONAL HOLDINGS LLC**, a Delaware limited liability company, whose address is 1200 NW 17<sup>th</sup> Avenue, Suite 11, Delray Beach, Florida 33445 (the "Mortgagor") in favor of the **BON BINI HOLDINGS, LLC**, a Florida limited liability company, whose address is 1336 Loma Linda Court, Sarasota, FL 34239 (the "Mortgagee").

**WITNESSETH:**

Mortgagor, in consideration of the aggregate sum named in the Note bearing even date herewith, in the principal sum TWO HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$230,000.00) lawful money of the United States of America, advanced or to be advanced by Mortgagee to Mortgagor according to the terms and conditions of the Note and which Note has a maturity date of January 28, 2022, unless otherwise extended in accordance with the term of the Note ("Note"), and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Mortgagee, in fee simple, the real property located in Jefferson County and Shelby County, Alabama, described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER with all buildings, structures and other improvements now or hereafter located on, above or below the surface of the real property, or any part or parcel thereof; and

TOGETHER with all rights, title and interest of Mortgagor in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on the real property or under or above the same or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements, riparian and littoral rights, and appurtenances thereunto belonging or in any way appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, homestead, dower, right of dower, elective share, separate estate, property, possession, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the real property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under the real property or any part thereof and used or usable in connection with any present or future operation of the real property and now owned or hereafter acquired by Mortgagor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air cooling and air conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the real property and intended to be installed therein, including but not limited to, lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof (Mortgagor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm the conveyance, transfer and assignment of any of the foregoing); and

TOGETHER with all of the water, sanitary and storm sewer systems now or hereafter owned by Mortgagor which are now or hereafter located by, over, and upon the real property, or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances; and

TOGETHER with all paving for streets, roads, walkways or entrance ways now or hereafter owned by Mortgagor and which are now or hereafter located on the real property or any part or parcel thereof; and

TOGETHER with Mortgagor's interest as lessor in and to all leases of the real property, or any part thereof, heretofore made and entered into, and in and to all leases hereafter made and entered into by Mortgagor during the life of this Mortgage or any extension or renewal hereof, together with any and all guarantees thereof and including all present and future security deposits and advance rentals reserving to Mortgagor its equity of redemption rights herein provided and hereby intending that in case of foreclosure sale, the tenant's interest in any such leases then in force shall, upon expiration of Mortgagor's right of redemption, pass to the purchaser at such sale as a part of the mortgaged property; subject to election by the purchaser to terminate or enforce any of such leases hereafter made; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of condemnation or eminent domain, (b) the

alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the mortgaged property, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee and of the reasonable attorney's fees (including paralegal's fees), costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment; and

TOGETHER with all of the right, title and interest of Mortgagor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of this Mortgage, and all proceeds or sums payable for the loss of or damage to (a) any property encumbered hereby, or (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the mortgaged property; and

TOGETHER with all development rights of Mortgagor with regard to the property legally described in Exhibit "A."

ALL the foregoing encumbered by this Mortgage being collectively referred to herein as the "Premises."

AND Mortgagor hereby covenants with Mortgagee and with any purchaser at foreclosure sale hereunder that Mortgagor is indefeasibly seized of the Premises in fee simple and has full power and lawful right to convey the same as aforesaid and that it shall be lawful for Mortgagee at all times hereafter peaceably and quietly to enter upon, hold, occupy and enjoy the Premises and every part thereof; and that the Premises and every part thereof is free from all encumbrances; and that Mortgagor will make such other and further assurances to perfect the fee simple title to the Premises, and any part thereof, in Mortgagee, or in any purchaser at foreclosure sale hereunder, as may hereafter reasonably be required; and that Mortgagor hereby fully warrants the title to the Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

CONDITIONED, HOWEVER, that if the maker of the Note shall pay or cause to be paid to Mortgagee, at its office and principal place of business or at such other place which may hereafter be designated by Mortgagee, its or their successors or assigns, with interest the principal sum stated in that certain Note, as well as all future advances and all other sums, indebtedness, obligations and liabilities for which this instrument is security, and if Mortgagor shall also fully perform all the covenants, conditions and terms of this Mortgage, then these presents shall be void, otherwise to remain in full force and effect.

If any of the Premises is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to join with Mortgagee in execution of any financing statements and to execute any other instruments that may be required for the perfection or renewal of such security interest under the Uniform Commercial Code. In regard thereto, Mortgagee shall have, as additional and cumulative rights and remedies all of the rights and remedies provided in said Uniform Commercial Code.

This Mortgage and the Premises are also given as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind now or hereafter, during the term hereof, owing and to become due from Mortgagor to Mortgagee or to the holder of the Note, or to the assignees thereof, howsoever created, incurred, evidenced, acquired or arising, whether under the Note, this Mortgage, or any other instrument, obligation, contract, or agreement or dealing of any and every kind now or hereafter existing or entered into between Mortgagor and Mortgagee, or otherwise, as amended or modified or supplemented from time to time, and whether direct, indirect, primary, secondary, fixed or contingent, and any and all renewals, modifications or extensions of any or all of the foregoing.



Any additional sum or sums advanced by the then holder of the Note secured hereby to or for the benefit of Mortgagor, whether such advances are obligatory or are made at the option of Mortgagee, or otherwise, at any time within twenty (20) years after the date of this Mortgage, with interest thereon at the rate agreed upon at the time of each additional loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all of the terms and provisions of this Mortgage, whether or not such additional loan or advance is evidenced by a promissory note of the borrowers and whether or not identified by a recital that it is secured by this Mortgage; provided that the aggregate amount of principal indebtedness outstanding and so secured at any one time shall not exceed the sum equal to three (3) times the principal sum of the Note, plus interest and disbursements made for the payment of taxes, levies or insurance on the Premises with interest on such disbursements, and provided further that it is understood and agreed that this future advance provision shall not be construed to obligate Mortgagee to make any such additional loans or advances. Any reference herein to the Note shall include any promissory note or other instrument evidencing such future advance.

It is the intent hereof to secure payment of the Note and obligations whether the entire amount shall have been advanced to Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this instrument (all of which are collectively referred to herein as the "Secured Indebtedness"), the entire Secured Indebtedness being equally secured with and having the same priority as any amounts advanced at the date hereof.

AND Mortgagor covenants with Mortgagee as follows:

1. Mortgagor shall pay all and singular the principal and interest and other sums of money payable according to the tenor of the Note and this Mortgage, and of any other Secured Indebtedness according to its terms.
2. Mortgagor shall pay, before they become delinquent, all taxes and assessments of every nature affecting the Premises, and all other charges and encumbrances which now are, or hereafter shall be, or appear to be a lien upon the Premises or any part thereof. In default thereof, Mortgagee may (but shall not be obliged to) pay and discharge such taxes, assessments, charges and encumbrances, and pay such sums of money as it may deem necessary therefor, and shall be the sole judge of the validity, legality or priority thereof; and every payment so made shall bear interest at the maximum legal rate and be secured by the lien of this Mortgage.
3. Mortgagor will permit, commit or suffer no waste, impairment or deterioration of the Premises and will keep and maintain all improvements now or hereafter on the land in sound condition and good repair; and no building shall be removed, demolished or substantially altered nor shall any fixture or articles of personal property covered by this Mortgage be removed without written consent of Mortgagee. Should Mortgagor fail to make such necessary repairs, then Mortgagee may, at its option, make such repairs or remedy any waste, and any such sums expended by Mortgagee shall be immediately due and payable and shall bear interest at the maximum legal rate and shall be secured by the lien hereof.
4. Mortgagor shall take no action to amend the zoning or land use designation, or any approved master or site plan, for the Premises, without Mortgagee's prior written consent, which consent may be withheld in Mortgagee's sole and absolute discretion.
5. Mortgagor shall keep the buildings and improvements now or hereafter comprising part of the Premises and articles of personal property covered by this Mortgage insured against loss by fire and other losses normally covered by an extended coverage endorsement, and against flood loss and loss by such other hazards as may be from time to time required by Mortgagee, in such form and amounts and in such companies approved by Mortgagee and naming Mortgagee as an additional insured. All

policies of insurance which insure against any loss or damage to the Premises shall provide for loss payable to Mortgagee, without contribution by Mortgagee, pursuant to New York Standard or other mortgagee clause satisfactory to Mortgagee. In the absence of specific directions from Mortgagee, Mortgagor shall keep in force insurance required to prevent Mortgagor from becoming a coinsurer under the terms of the applicable policy, or the amount of the Note, whichever is greater. Mortgagor agrees in the event of any loss under any policy of insurance, that the proceeds shall be paid directly to Mortgagee and Mortgagee may, in its sole discretion, apply the amount so collected, or any part thereof, on the Secured Indebtedness in whatever manner Mortgagee may deem advisable, or toward the repair or restoration of the damaged Premises, or any portion thereof. In case Mortgagor fails so to insure as herein agreed, Mortgagee is hereby authorized to (but is not obliged to) procure and pay for such fire or other insurance; and every payment shall bear interest from the date thereof at the maximum legal rate and shall be secured by the lien hereof.

6. The Secured Indebtedness shall become due and payable, at the option of Mortgagee, without notice or demand, after default in the payment of any installment of principal or interest on the Note, or after default in the payment of any tax, assessment or insurance premium, or after default in the performance of any covenant herein or in any other Loan Document delivered to Mortgagee in connection with the Note or other Secured Indebtedness, and the Mortgage be foreclosed, and all costs and expenses of collection of said monies by foreclosure or otherwise, including attorney's fees (as defined in the Note) and costs of abstract of title, title insurance policy, or other title expense, shall be paid by Mortgagor and secured hereby. For purposes hereof, "Loan Document" shall mean the Note, this Mortgage and any other documents between Mortgagor and Mortgagee related to the Secured Indebtedness.

7. If suit is instituted to foreclose this Mortgage or to enforce payment of any Secured Indebtedness, or the performance of any covenant or obligation hereunder, Mortgagee shall be entitled to the appointment of a Receiver to take charge of the Premises, to collect the rents, issues and profits therefrom, and to complete any construction and care for the Premises, without proving insolvency, or any other grounds for extraordinary relief, and Mortgagor hereby consents to such appointment ex parte without notice, and such appointment shall be made by the court having jurisdiction thereof as a matter of right to Mortgagee and without reference to the adequacy of the security, or to the solvency or insolvency of Mortgagor; and all rents, profits, incomes, issues and revenues of the Premises are hereby assigned and pledged as further security for payment of the Secured Indebtedness with the right on the part of Mortgagee at any time after default hereunder to demand and receive the same and apply the same to the Secured Indebtedness.

8. If foreclosure proceedings of any other mortgage, security agreement, or any other lien of any kind shall be instituted in regard to the Premises, or should Mortgagor default in any other loan from Mortgagee to Mortgagor, Mortgagee may, at its option, immediately or thereafter declare this Mortgage and the Secured Indebtedness due and payable.

9. If the Premises, or any part thereof, shall be condemned or taken for public use under powers of eminent domain, Mortgagee shall have the right to demand that all money awarded for the appropriation thereof, or damage to the Premises, shall be paid to Mortgagee up to the amount of the outstanding Secured Indebtedness and may be applied upon the payment last payable under this Mortgage and the obligation secured hereby. Such condemnation or application shall not otherwise affect or vary the obligation of Mortgagor to pay the Secured Indebtedness.

10. Mortgagee may, from time to time, extend the time of payment of the Note to subsequent owners of the Premises, without notice to or request from the makers of the Note, and any such extension of time of payment shall not release the makers from liability on the Note.



11. If, after this date there is enacted any law deducting from the value of the Premises for the purpose of taxation the amount of any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagor's interest in the property, or the manner thereof, then, and in any such event, Mortgagor upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment, or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to become due and payable sixty (60) days from the giving of such notice.

12. Mortgagee and any persons authorized shall have the right to enter and inspect the Premises at all reasonable times.

13. All covenants and stipulations herein shall bind the heirs, executors and administrators, successors and assigns of Mortgagor and shall inure to the benefit of and be available to the successors and assigns of Mortgagee.

14. The word "Mortgagor," if it appears hereby that there is more than one, shall, wherever herein used, be construed in the plural; and all the covenants, agreements and undertakings, herein set forth, shall be joint and several. If any provision of this Mortgage or any other Loan Document, or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities or circumstances, nor any other instrument referred to hereinabove shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

15. If conveyance or lease of any interest in the Premises or any portion thereof or further encumbrance thereof should be made by Mortgagor without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole and absolute discretion, and at the option of Mortgagee and without notice to Mortgagor, the Secured Indebtedness shall immediately become due and payable in full whether the same is so due and payable and otherwise in default by the specific terms hereof or not.

16. To the extent permitted by law, Mortgagor hereby waives all right of homestead and exemption granted by the Constitution and laws of Alabama. It is specifically agreed that time is of the essence of this Mortgage.

17. Any indulgence or departure at any time by Mortgagor, its successors or assigns, from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by Mortgagor. No act of omission or commission of Mortgagee, including, without limitation, any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver, release or modification of the same, any such waiver, release or modification to be effected only through a written document executed by Mortgagee and then only to the extent specifically recited therein.

18. If Mortgagor (or the then fee owner of the Premises) should become a debtor under any bankruptcy law, either voluntary or involuntary, or should a receiver be appointed for Mortgagor or should Mortgagor become subject to a plan or arrangement under the Bankruptcy Code, or should Mortgagor commit an act of bankruptcy, then and in any one of such events, this Mortgage and the Note

for which the same is given to secure and all other Secured Indebtedness shall become immediately due and payable and Mortgagee shall have the right at its option to immediately foreclose this Mortgage without notice.

19. Mortgagor will defend, at its own cost and expense, and indemnify and hold Mortgagee harmless from, any action, proceeding or claim affecting the Premises, the Note, Mortgage or any other Loan Document. Costs and expenses will include all reasonable attorney's fees (as defined in the Note).

If Mortgagor neglects or refuses to act pursuant to this Section, Mortgagee, at its option (whether electing to declare the entire Secured Indebtedness due and collectible or not, or to pursue other remedies for an Event of Default), may pay for all reasonable attorney's fees (as defined in the Note), costs and expenses incurred in any such action. All such payments, bearing interest thereon from the time of payment at the maximum rate of interest permitted by law, shall be deemed a part of the Secured Indebtedness and shall be immediately due and payable by Mortgagor to Mortgagee.

20. Mortgagor warrants and represents that Mortgagor has complied, and shall hereafter comply, with all valid laws, rules, ordinances and regulations of the federal, state and local governments, and all agencies and subdivisions thereof, which laws, rules, ordinances and regulations apply or relate to the Premises, the development, construction and improvements existing or contemplated thereon or as a part thereof, and the use, lease, sale or other disposition of the Premises, or parts thereof, or the improvements now or hereafter located thereon or a part thereof, including, but not limited to all such laws, rules, ordinances, and regulations regarding land use, zoning, building, subdivision, environment, OSHA, pollution and sales practices.

21. In no event shall the amount of interest due or payments in the nature of interest payable in regard to the Note, other Secured Indebtedness or hereunder exceed the maximum rate of interest allowed by applicable law, as amended from time to time, and in the event any such payment is paid by Mortgagor or received by Mortgagee, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify Mortgagee, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

22. If there is a default hereunder or under the Note or any other Loan Document, Mortgagee shall have, in addition to the rights and remedies specified herein, all other rights and remedies provided by law, in the Note or in any other Loan Document. The remedies of Mortgagee, as provided herein or in the Note, or any other Loan Document, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor may arise. A waiver or release with reference to any one event shall not be construed as continuing as a bar to, or as a waiver or release of any subsequent right, remedy or recourse as to a subsequent event.

Mortgagee shall give notice to Mortgagor prior to acceleration following Borrower's breach of any covenant or agreement in this Mortgage (but not prior to acceleration under other applicable law). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to the Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Mortgagor to acceleration and sale.

If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorney's fees and costs of title evidence.

If Mortgagee invokes the power of sale, Mortgagee shall give a copy of a notice to Mortgagor in the manner provided in the Note. Mortgagee shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Jefferson County and Shelby County, Alabama (as applicable), and thereupon shall sell the property to the highest bidder at public auction at the front door of the County Courthouse of Jefferson County and/or County Courthouse of Shelby County (as applicable). Mortgagee shall deliver to the purchaser Mortgagee's deed conveying the property. Mortgagee or its designee may purchase the property at any sale. Mortgagor covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Mortgage; and (c) any excess to the person or persons legally entitled to it.

*[Remainder of Page Left Intentionally Blank; Signature Pages to Follow]*





IN WITNESS WHEREOF, Mortgagor has duly signed, sealed and executed this instrument in the presence of the subscribing witnesses the day and year first aforesaid.

Signed, Sealed & Delivered  
in the Presence of:

MORTGAGOR:

GRACE NATIONAL HOLDINGS LLC,  
a Delaware limited liability company

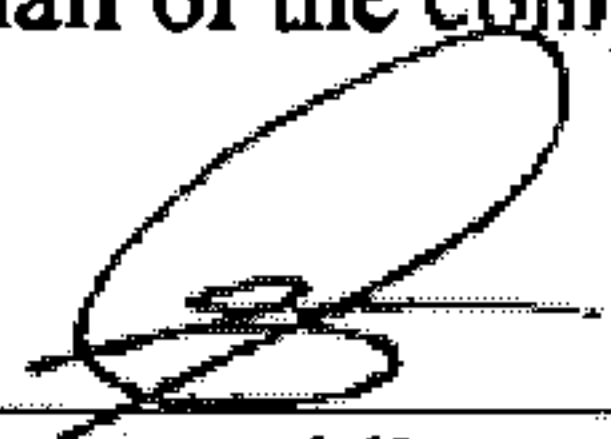
  
\_\_\_\_\_  
Signature  
Alan Keith  
\_\_\_\_\_  
Print name

By   
\_\_\_\_\_  
Tony Isbell, Manager

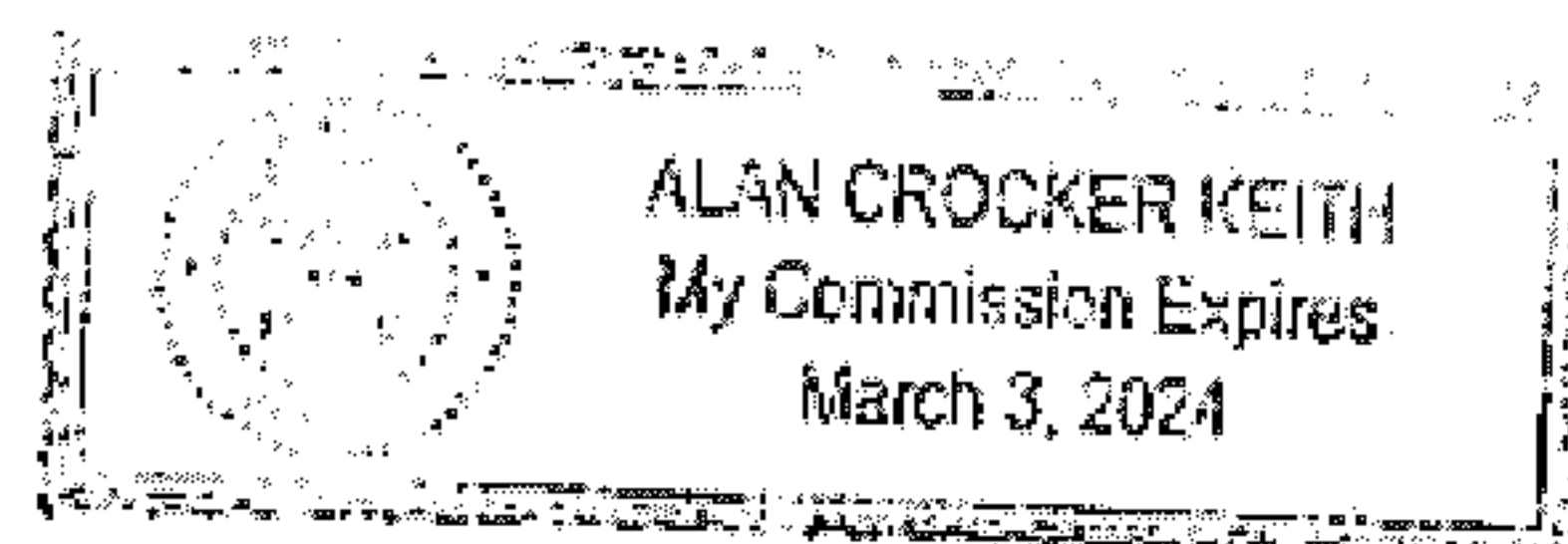
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Signature  
\_\_\_\_\_  
Print name

STATE OF Alabama )  
COUNTY OF Jefferson )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2 day of February, 2021, by Tony Isbell, as Manager, of GRACE NATIONAL HOLDINGS LLC, a Delaware limited liability company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification on behalf of the company.

  
\_\_\_\_\_  
Notary Public  
Print name: Alan Keith

My commission expires: 3-3-2024



**Exhibit "A"**

**LEGAL DESCRIPTIONS**

The Land referred to herein below is situated in the County of Jefferson and Shelby, State of Alabama, and is described as follows:

PARCEL 1 - 1126 Linwood Street, Birmingham, Al 35215:

Lot 104, according to the Survey of Beverly Hills, as recorded in Map Book 17, Page 44, in the Probate Office of Jefferson County, Alabama.

PARCEL 2 - INTENTIONALLY DELETED

PARCEL 3 - 220 66th Street South, Birmingham, Al 35212:

Southeast 1/2 of Lots 6 and 7, Block 4-D, according to the Survey of East Woodlawn, as recorded in Map book 3, Page 109, in the Probate Office of Jefferson County, Alabama.

PARCEL 4 - 3021 Cherokee Drive, Hueytown, Al 35023:

Lots 27 and 28, Block 75, according to the Survey of Bessemer North Highland, as recorded in the Probate Office of Jefferson County, Alabama, Bessemer Division, Map Book 9, Page 29.

PARCEL 5 - 217 Garden Lane, Birmingham, Al 35215:

Lot Number Fourteen (14), according to the resurvey of Red Lane Garden, as recorded in Map Book 42, Page 39, of the records in the Office of the Judge of Probate of Jefferson County, Alabama, Birmingham Division.

PARCEL 6 - 1021 Park Place, Birmingham, Al 35215:

Lot 7, Block 4, according to the Survey of Roebuck Garden Estates, as recorded in Map Book 40, Page 74 A & B, in the Probate Office of Jefferson County, Alabama.

PARCEL 7 - 405 Meadow Lane. Adamsville, Al 35005:

Part of the Northeast Quarter of the Southwest Quarter of Section 3, Township 17 South, Range 4 West, situated in Jefferson County, Alabama, more particularly described as follows:

Commence at the Northeast corner of said Quarter-Quarter Section, run thence South along the East line of said Quarter-Quarter section for a distance of 92 feet to the centerline of the Union Grove Road; thence turn an angle to the right of 100 degrees 58 minutes and run Westwardly along the center line of said road for a distance of 210 feet; thence turn an angle to the left of 100 degrees 58 minutes and run Southwardly for a distance of 111 feet to the point of beginning of the property here described from the point of beginning thus obtained continue Southwardly along same course last described for a distance of 75 feet; thence turn an angle to the right of 88 degrees 41 minutes and run Westwardly for a distance of 184.10 feet; thence turn an angle to the right of 96 degrees and run Northwardly for a distance of 105.35 feet; thence turn an angle to the right of 93 degrees 40 minutes and run Eastwardly for a distance of 177.29 feet to the point of beginning.

ALSO:

Part of the Northeast Quarter of the Southwest Quarter of Section 3, Township 17 South, Range 4 West, situated in Jefferson County, Alabama, more particularly described as follows:

Commence at the Northeast corner of said Quarter-Quarter Section, run thence South along the East line of said Quarter-Quarter section for a distance of 92 feet to the centerline of the Union Grove Road; thence turn an angle to the right of 100 degrees 58 minutes and run Westwardly along the center line of said road

for a distance of 210 feet; thence turn an angle to the left of 100 degrees 58 minutes and run Southwardly for a distance of 186 feet to the point of beginning of the property here described from the point of beginning thus obtained continue Southwardly along same course last described for a distance of 105 feet; thence turn an angle to the right of 97 degrees 40 minutes 30 seconds and run Westwardly for a distance of 191.08 feet; thence turn an angle to the right of 82 degrees 19 minutes and 30 seconds and run Northwardly for a distance of 6.63 feet; thence turn an angle to the right of 4 degrees 41 minutes and run Northwardly for a distance of 69.72 feet; thence turn an angle to the right of 84 degrees and run Eastwardly for a distance of 184.10 feet to the point of beginning.

Situated in Jefferson County, Alabama.

**PARCEL 8 - INTENTIONALLY DELETED**

**PARCEL 9 - 4012 Harris Avenue, Adamsville, Al 35005:**

Lot 17, Block 3, according to the Map and Survey of Westwood Garden Estates, 2nd Sector, as recorded in Map Book 80, Page 92, in the Probate Office of Jefferson County, Alabama.

**PARCEL 10 - 544 Karey Drive, Birmingham, Al 35215:**

Lot 19, Block 1, according to the Survey of Fisher Lake Estates, as recorded in Map Book 81, Page 33, in the Probate Office of Jefferson County, Alabama.

**PARCEL 11 - 5411 Amerson St, Adamsville, Al 35005:**

All that certain parcel of land situated in the County of Jefferson, State of Alabama, described as follows:

Commence at the SW corner of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 6, Township 17 South, Range 4 West and run North along the West line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section for 663.91 feet; thence angle right 90 degrees 10 minutes and run East for 1115. 56 feet for the point of beginning; thence continue along the last described course for 210.0 feet; thence angle right 90 degrees 03 minutes 15 seconds and run South for 210.0 feet; thence angle right 89 degrees 56 minutes 45 seconds and run West for 210.0 feet; thence angle right 90 degrees 03 minutes 15 seconds and run North for 210.0 feet to the point of beginning.

Situated in Jefferson County, Alabama.

**PARCEL 12 - 201 Bonnieville Drive, Calera, Al 35040:**

Lot 14, according to the Survey of Ridgecrest Subdivision, Phase One, Sector One, as recorded in Map Book 34, Page 17, in the Probate Office of Shelby County, Alabama.

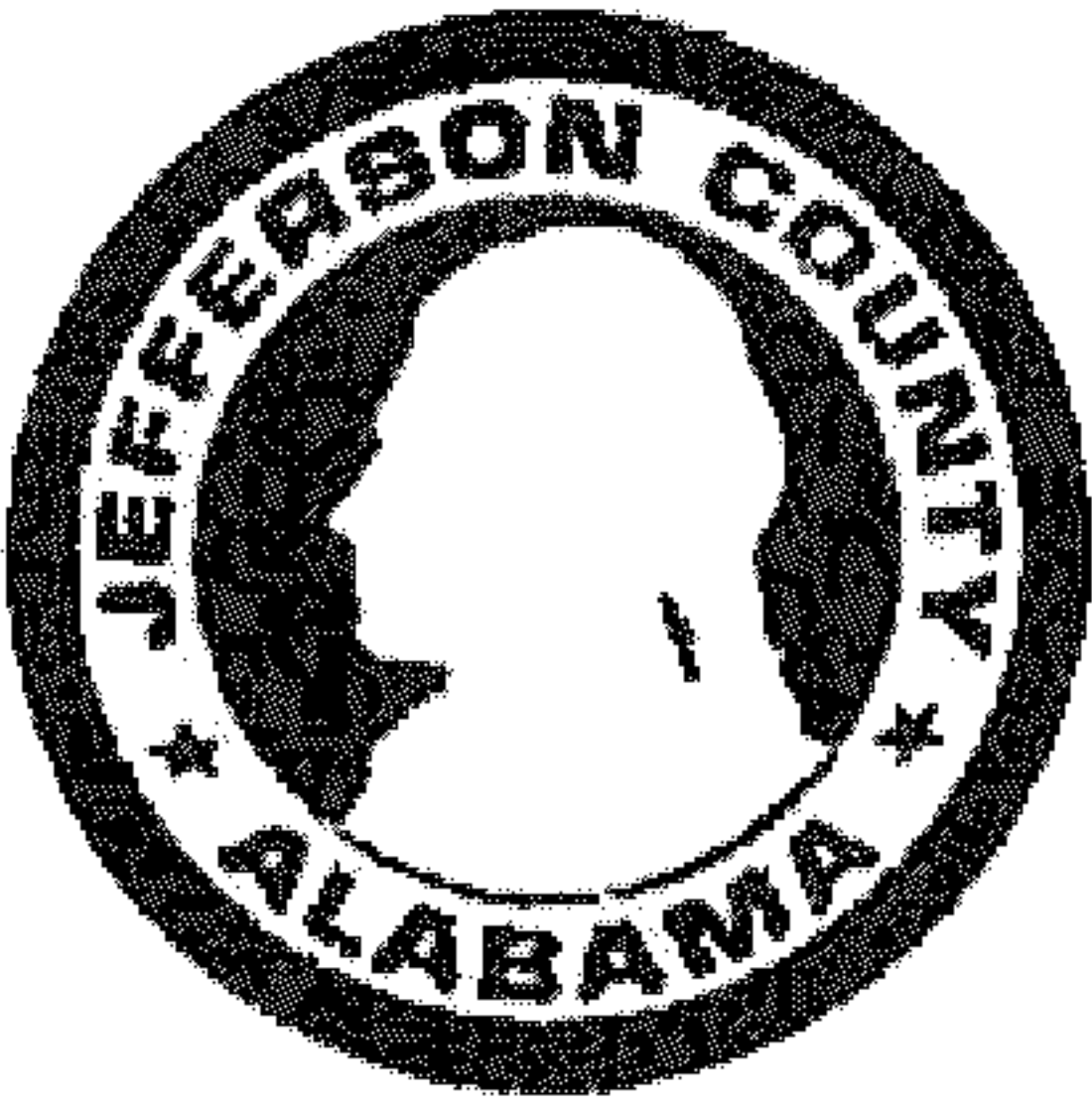
**PARCEL 13 - 737 Eastern Manor Circle, Birmingham, Al 35215:**

Unit 36-A, in Eastbrook Manor Condominium, according to the Declaration of Condominium, as recorded in Real Volume 2168, Page 295, and By-Laws thereto, as recorded in Real Volume 2168, Page 331 in the Office of the Judge of Probate of Jefferson County, Alabama, together with undivided 1/14th interest in the common elements as set forth in Paragraph 6-2 of the aforementioned Declaration. Said unit being more particularly described in the floor plans and architectural drawings of Eastbrook Manor Condominium as recorded in Map Book 132, Page 15, in the said Probate Office. Being situated in Jefferson County, Alabama.

**PARCEL 14 - 1608 4th Place Northwest, Birmingham, Al 35215:**

Lot 6, Block 6, according to the map and survey of Bridlewood Forest Estates, First Sector, as the same is recorded in Map Book 49, page 23, in the Office of the Probate Judge of Jefferson County, Alabama.





PROBATE COURT OF JEFFERSON COUNTY

1801 3<sup>rd</sup> AVENUE N, RM 101  
BESSEMER, AL 35020

James P. Naftel, II, Judge

SHERRI C. FRIDAY, JUDGE

ELIZABETH NORTH  
DEPUTY PROBATE  
JUDGE  
BESSEMER DIVISION  
205-481-4100  
JUDICIAL  
205-481-4102

Date: February 10, 2021

To Whom It May Concern:

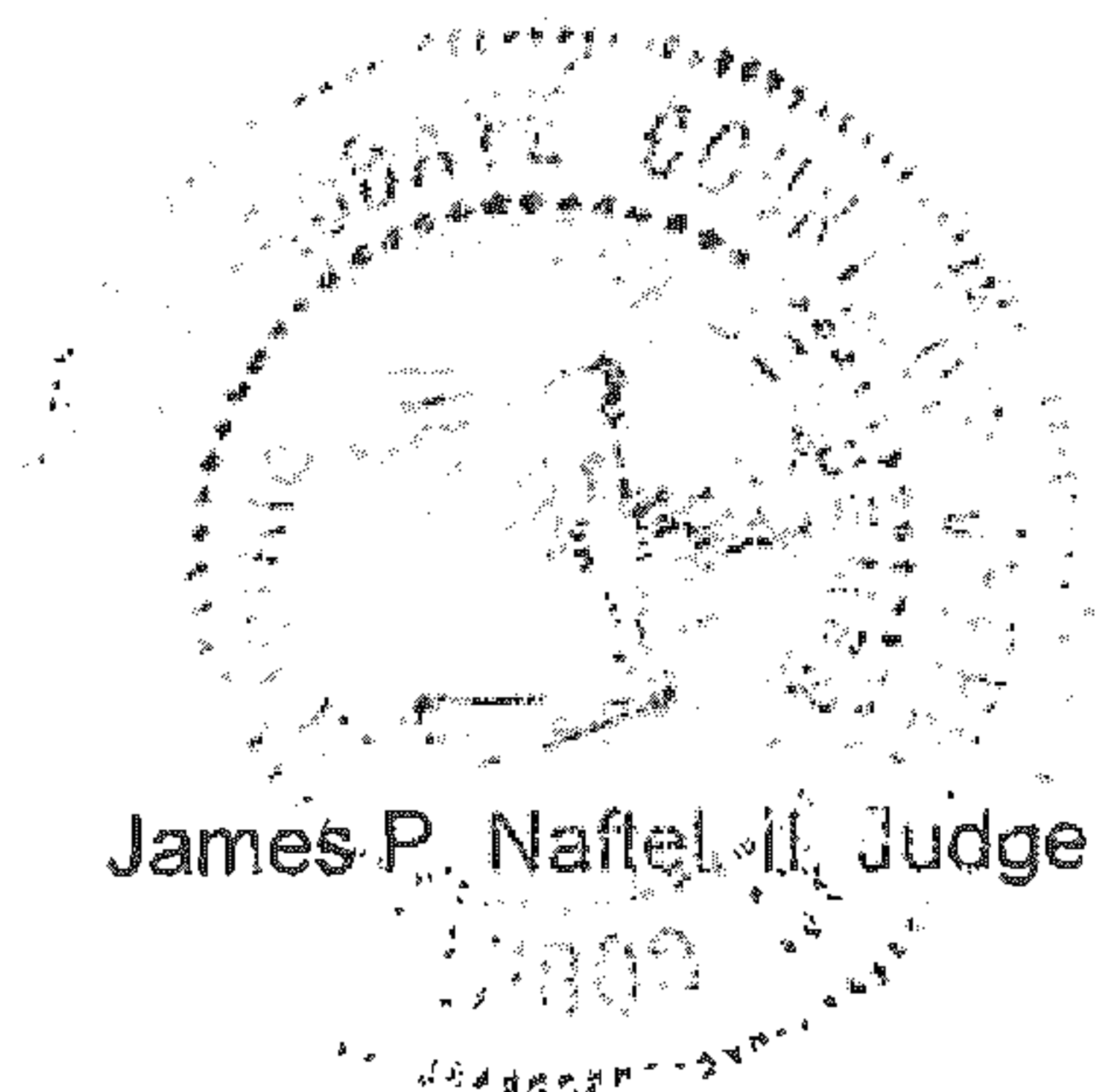
I, James P. Naftel, II, Judge of Probate of Jefferson County, Alabama, do hereby certify that the Mortgage from **GRACE NATIONAL HOLDINGS LLC** to **ANCHORS LOANS LP** and **GRACE NATIONAL HOLDINGS LLC** to **BON BINI HOLDINGS LLC** was recorded in said county on the **10th** day of **February 2021**, in Instruments **#2021016040** and **#2021016041**.

The total amount of tax collected was **\$1,267.50** (2021016040-\$922.50 & 2021016041-\$345.00).

Distributions to the following counties will be completed as follows:

Jefferson County – 90%

Shelby County – 10%



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/18/2021 12:45:08 PM  
\$56.00 CATHY  
20210218000081790

*Allen S. Bayl*