

RECORDATION REQUESTED BY:

CB&S Bank
PO Box 910
Russellville, AL 35653

MORT 469 1
Recorded In Above Book and Page
07/12/2022 11:38:38 AM
Richard H Dean
Probate Judge
Coosa County, Alabama

Mortgage Tax 138.15
Recording Fee 54.00
TOTAL 192.15

WHEN RECORDED MAIL TO:

CB&S Bank
PO Box 910
Russellville, AL 35653



20220712000274880 1/13 \$103.00
Shelby Cnty Judge of Probate, AL
07/12/2022 01:06:29 PM FILED/CERT

SEND TAX NOTICES TO:

LAND BANK, L.L.C.
P.O. Box 1021
Wetumpka, AL 36092

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



#####074507062022

MORTGAGE**THIS IS A FUTURE ADVANCE MORTGAGE**

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$400,000.00.

THIS MORTGAGE dated July 6, 2022, is made and executed between LAND BANK, L.L.C., an Alabama Limited Liability Company, whose address is 105 EAST BRIDGE STREET, WETUMPKA, AL 36092 (referred to below as "Grantor") and CB&S Bank, whose address is 3936 US Hwy 231, Wetumpka, AL 36093 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Autauga, Shelby, Bibb, Crenshaw, Coosa County, State of Alabama:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 1324 Co. Rd. 1, Billingsley, AL 36006; 32 +/- acres off Hunter Loop Rd. (off Hwy 143), Deatsville, AL 36022; 42 +/- acres off Co. Rd. 16, Jones, AL 36749; 61 +/- acres off Co. Rd. 19 and Hwy. 82, Billingsley, AL 36006 (Autauga County); 26 +/- Acres on County Road 479, Vincent, AL 35178 (Shelby County); 35 +/- acres off Little Hope Church Rd., Centreville, AL 35042 (Bibb County); 38 acres corner of Kelley Rd. & Pouncey Rd., Highland Home, AL 36041 (Crenshaw County); 80 acres off Co. Rd. 25, Rockford, AL 35136.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note.

THE REAL PROPERTY DESCRIBED ABOVE DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to

**MORTGAGE
(Continued)**



20220712000274880 2/13 \$103.00
Shelby Cnty Judge of Probate, AL
07/12/2022 01:06:29 PM FILED/CERT 2

replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws,

FILED
2022
JUL
12
PM
1:06

**MORTGAGE
(Continued)**



20220712000274880 3/13 \$103.00
Shelby Cnty Judge of Probate, AL
07/12/2022 01:06:29 PM FILED/CERT p 3

ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not

MDCT 430 (1)

**MORTGAGE
(Continued)**



20220712000274880 4/13 \$103.00
Shelby Cnty Judge of Probate, AL
07/12/2022 01:06:29 PM FILED/CERT 4

remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. Lender shall be authorized to take possession of the Property and, with or without taking such possession, after giving notice of the time, place and terms of sale, together with a description of the Property to be sold, by publication once a week for three (3) successive weeks in some newspaper published in the county or counties in which the Real Property to be sold is located, to sell the Property (or such part or parts thereof as Lender may from time to time elect to sell) in front of the front or main door of the courthouse of the county in which the Property to be sold, or a substantial and material part thereof, is located, at public outcry, to the highest bidder for cash. If there is Real Property to be sold under this Mortgage in more than one county, publication shall be made in all counties where the Real Property to be sold is located. If no newspaper is published in any county in which any Real Property to be sold is located, the notice shall be published in a newspaper published in an adjoining county for three (3) successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale under this Mortgage. Lender may bid at any sale had under the terms of this Mortgage and may purchase the Property if the highest bidder therefore. Grantor hereby waives any and all rights to have the Property marshalled. In exercising Lender's rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

MORTGAGE

**MORTGAGE
(Continued)**

20220712000274880 5/13 \$103.00
Shelby Cnty Judge of Probate, AL
07/12/2022 01:06:29 PM FILED/CERT ge 5

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Alabama.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Elmore County, State of Alabama.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means LAND BANK, L.L.C. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means LAND BANK, L.L.C..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means CB&S Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated July 6, 2022, in the original principal amount of \$400,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is July 6, 2023. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**MORTGAGE
(Continued)**



20220712000274880 6/13 \$103.00
Shelby Cnty Judge of Probate, AL
07/12/2022 01:06:29 PM FILED/CERT 16

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.
THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT
OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

LAND BANK, L.L.C.

By:  (Seal)
TODD B. CATON, Member of LAND BANK, L.L.C.

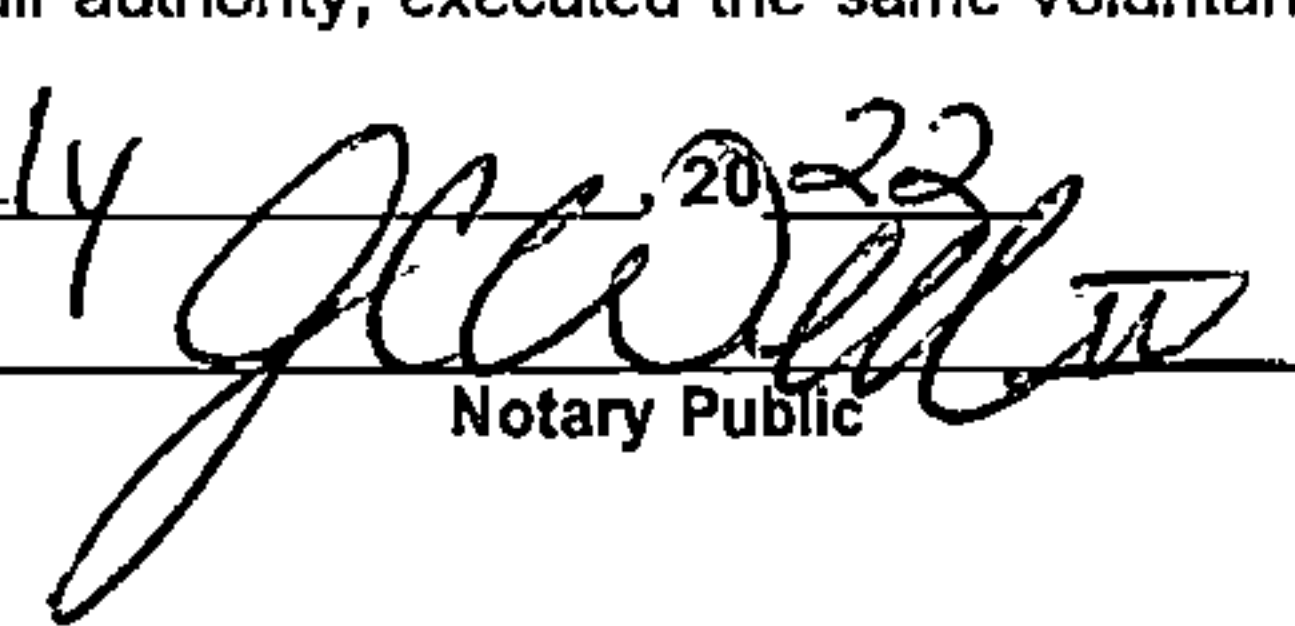
This Mortgage prepared by:

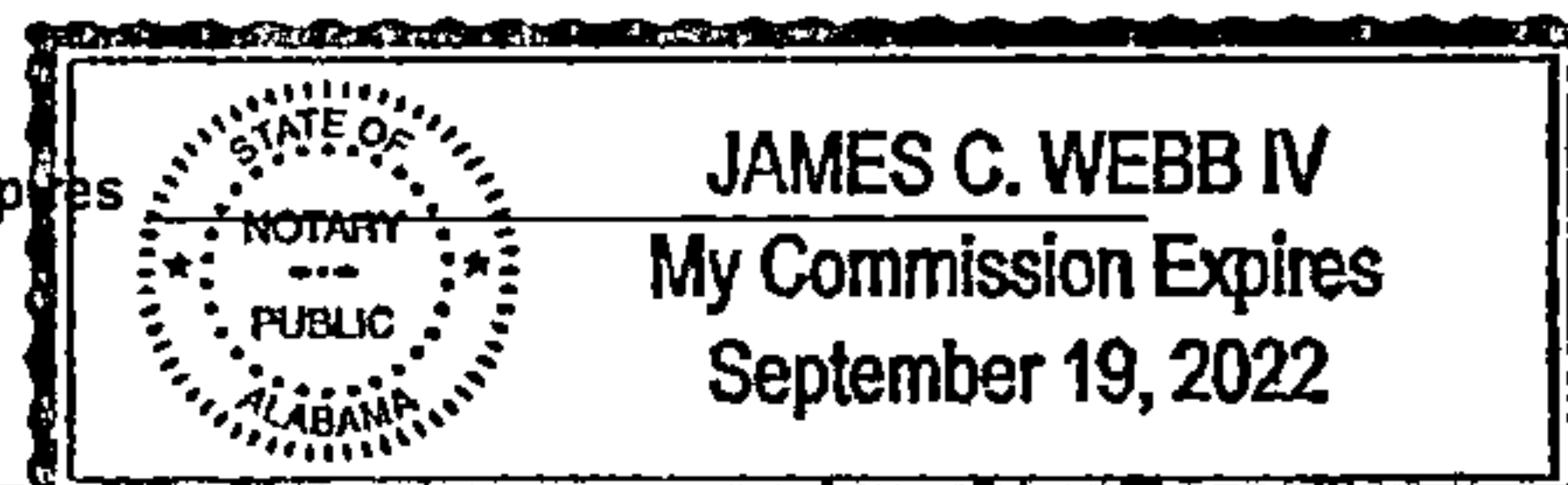
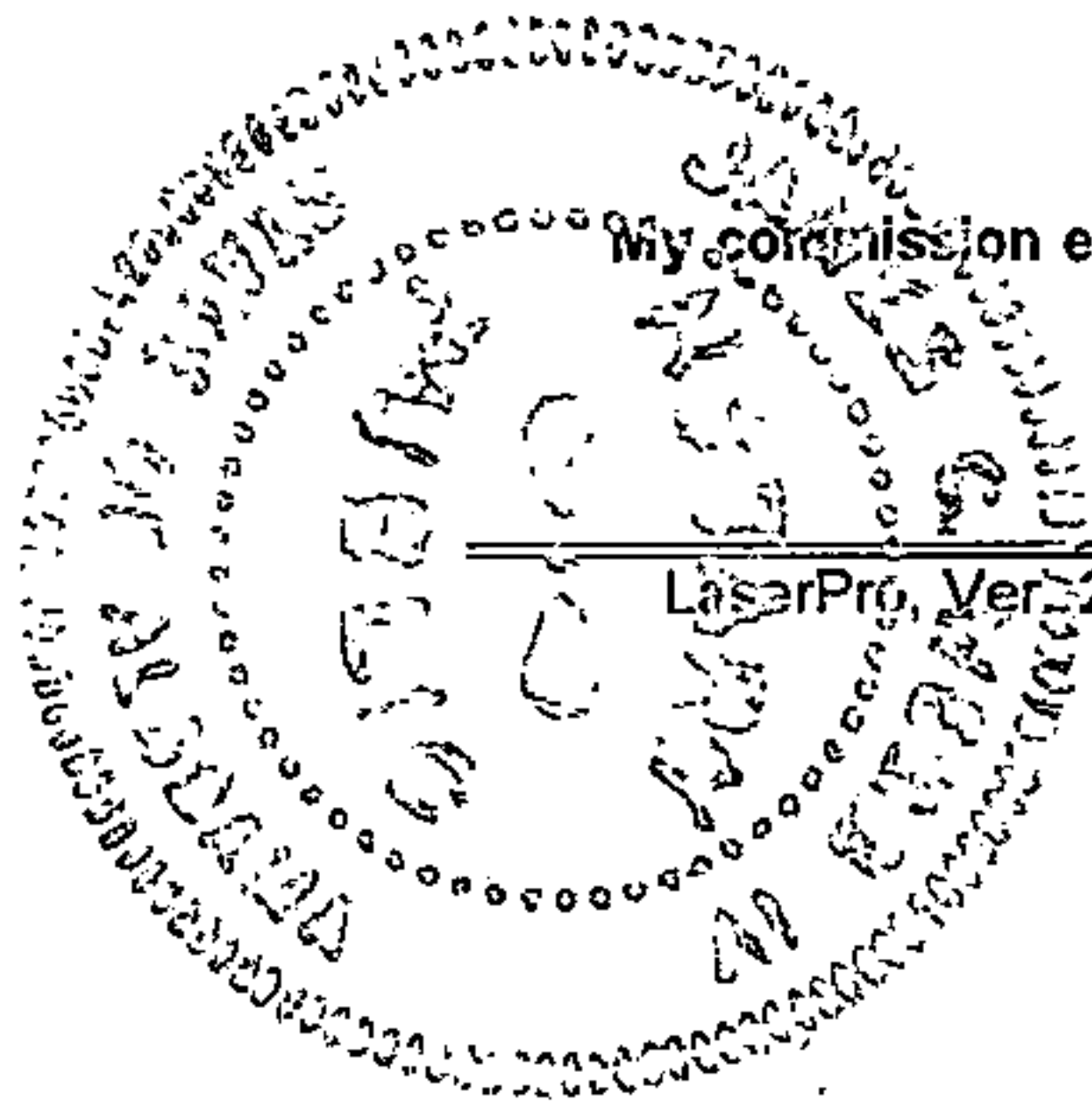
Name: Shelley Senkbeil, Loan Administration Utility Specialist
Address: PO Box 910
City, State, ZIP: Russellville, AL 35653

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Elmore)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that TODD B. CATON, Member of LAND BANK, L.L.C., a limited liability company, is signed to the foregoing Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of said Mortgage, he or she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 6th day of July, 2022

Notary Public



MORT 469 6



20220712000274880 7/13 \$103.00
Shelby Cnty Judge of Probate, AL
07/12/2022 01:06:29 PM FILED/CERT

EXHIBIT A
(Legal Description)

STATE OF ALABAMA)
COUNTY OF COOSA)

"Daniels Tract"

The East Half of the Northeast Quarter, Section 17, Township 22 North, Range 18 East, in the Probate Office of Coosa County, Alabama.

Deed reference: Deed Bk. 813, Pg. 736
 Deed Bk. 835, Pg. 63

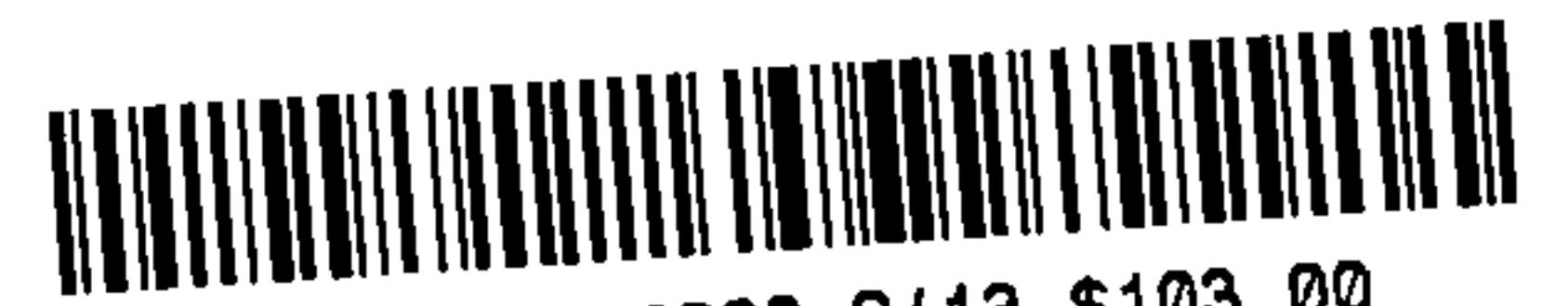
STATE OF ALABAMA)
COUNTY OF BIBB)

"Kirkham Tract"

A parcel of land lying in the northeast quarter of the northwest quarter and also in the southeast quarter of the northwest quarter of Section 3, Township 23 North, Range 8 East, in Bibb County, Alabama, said parcel being more particularly described as follows:

As a point of commencement and a POINT OF BEGINNING, start at a concrete monument found in a place at the accepted northwest corner of the northeast quarter of the of the northwest quarter, 3-23-8, thence run in an easterly direction and along the north boundary of the northeast quarter of the northwest quarter, 3-23-8, for a distance of 1315.01 feet to an iron pipe found at the accepted northeast corner of the northeast quarter of the northwest quarter, 3-23-8, thence with an interior angle to the left of 86°58', run in a southerly direction and along the east boundary of the northwest quarter of 3-23-8 for a distance of 1683.43 feet to an iron pipe set along the north boundary of a gravel public road, said north boundary lying 25 feet from the centerline of said road; thence with an interior angle to the left of 105°03', run in a southwesterly direction and along the north boundary of said road for a distance of 26.71 feet to the point of curvature of curve concave north, having a centerline radius of 178.00 feet and a delta angle of 59°34'31", thence with an interior angle to the left 150°13', run in a westerly direction and along the curving north boundary of said road for an arc distance of 159.09 feet (152.02 feet chord) to the point of tangency of said curve; thence with an interior angle to the left of 150°13', run in a northwesterly direction and along the north boundary of said road for a distance of 258.82 feet to the point of curvature of a curve concave northeast, having a centerline radius of 1008.00 feet and a delta angle of 03°144", thence with an interior angle to the left of 178°29', run in a northwesterly direction and along the curving north boundary of said road for an arc distance of 51.96 feet (51.96 feet chord) to the point of tangency of said curve; thence with an interior angle to the left of 178°29', continue in a northwesterly direction and along the north boundary of said road for a distance of 255.10 feet to the point of curvature of a curve concave southwest, having a centerline radius of 207.00 feet and a delta angle of 31°50'16"; thence with an interior angle to the left of 195°55', continue in a northwesterly direction and along the curving north boundary of said road for a distance of 128.92 feet (127.26 feet chord) to the point of tangency said curve; thence with an interior angle to the left of 195°55', run in a westerly direction and along the north boundary of said road for a distance of 38.67 feet to the point of curvature of a curve concave northeast, having a centerline radius of 418.00 feet and a delta angle of 44°0'56"; thence with an interior angle to the left of 157°45', run in a northwesterly direction and along the curving north boundary of said road for an arc distance of 306.34 feet (297.72 feet chord) to the point of tangency of said curve; thence with an interior angle to the left of 157°45', run in a northwesterly direction and along the north boundary of said road for a distance of 73.57 feet to the point of curvature of a curve concave southwest, having a centerline radius of 192.00 feet and a delta angle of 29°16'29", thence with an interior angle to the left of 194°38', run in a northwesterly direction and along the curving north boundary of said road for an arc distance of 110.87 feet (109.67 feet chord) to the point of tangency of said curve; thence with an interior angle to the left of 194°38', run in a northwesterly direction and along the north boundary of said road for a distance of 335.10 feet to an iron pipe found; thence with an interior angle to the left of 117°46', run in a northerly direction for a distance of 601.17 feet to the POINT OF BEGINNING. Forming an interior angle of closure of 96°13, said parcel containing approximately 35.72 acres, more or less. {Source of Title RPB: 192 PG:370}

Deed reference: RPB 391, Pg. 199
 RPB 393, Pg. 2



20220712000274880 8/13 \$103.00
Shelby Cnty Judge of Probate, AL
07/12/2022 01:06:29 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF AUTAUGA)

"Jordan Tract"

Parcel 2: Commence at the Northwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 19 North, Range 13 East, Autauga County, Alabama and run South $85^{\circ}48'55''$ East 536.01 feet to a point on the West right of way of County Road No. 1; thence South $85^{\circ}48'55''$ East 97.47 feet to a point on the East right of way of County Road No. 1; thence leaving said East right of way South $85^{\circ}48'55''$ East 685.67 feet; thence South $03^{\circ}25'19''$ West 1333.13 feet; thence North $86^{\circ}01'15''$ West 1342.06 feet; thence North $04^{\circ}24'18''$ East 152.80 feet to a point on the East right of way of County Road No. 1; thence along said East right of way North $24^{\circ}24'29''$ East 217.14 feet; thence continue along said East right of way in a curve concave right (radius = 3056.11 feet) at a chord, Ch. = North $31^{\circ}17'32''$ East 732.63 feet; thence continue along said East right of way North $39^{\circ}01'56''$ East 401.03 feet to the point of beginning. All lying in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 19 North, Range 13 East, Autauga County, Alabama, and containing 33.34 acres, more or less.

Title Reference: RLPY 2011, Pg. 3724
 2022, Pg. 993

MDRT 469 8



20220712000274880 9/13 \$103.00
Shelby Cnty Judge of Probate, AL
07/12/2022 01:06:29 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF AUTAUGA)

"McLendon Tract"

NE ¼ of the SW ¼, Section 30, T19, R13, and contains 40 acres being situated in Autauga County, Alabama.

ALSO, Commence at the NE corner of the SW ¼ of the NW ¼ of Section 30, T19N, R13E. Thence South 0 deg. 30' E along the ¼ section line a distance of 254.8 feet to the point of beginning. Thence continue S 0 deg. 30' E along the ¼ section line a distance of 1,707.4 feet; thence S 89 deg. 30' W a distance of 44.0 feet; thence N 0 deg. 30' W a distance of 1,663.4 feet; thence S 89 deg. 30' W a distance of 209.2 feet; thence N 0 deg. 30' W a distance of 263.9 feet to the South right-of-way of a paved county highway known as Jones Road; thence S 77 deg. 22' E along said right-of-way a distance of 45.1 feet; thence S 0 deg. 30' E a distance of 209.9 feet; thence N 89 deg. 30' E a distance of 209.2 feet back to the point of beginning.

Thus describing a tract or parcel of land lying and being situated in the West ½ of the West ½ of Section 30, T19N, R13E, containing 2.15 acres more or less.

Deed Reference: RLPY 2019, Pg. 7131
RLPY 2022, Pg. 994

STATE OF ALABAMA)
COUNTY OF AUTAUGA)

"W&S Tract"

BEGINNING AT THE SW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 32, T19N, R14E, SAID POINT BEING A CONCRETE MONUMENT; THENCE S88°37'27"W, 2649.47 FEET, TO AN IRON; THENCE S01°25'29"E, 244.46 FEET, TO AN IRON, LYING ON THE NORTH RIGHT OF WAY OF U.S. HIGHWAY #82; THENCE S44°35'21"E, ALONG SAID RIGHT OF WAY, 978.64 FEET, TO AN IRON; THENCE N88°37'24"E, LEAVING SAID RIGHT OF WAY, 2336.23 FEET, TO AN IRON, LYING ON THE WEST RIGHT OF WAY OF COUNTY ROAD #19; THENCE N00°23'10"W, ALONG SAID RIGHT OF WAY, 957.95 FEET, TO AN IRON; THENCE S88°37'27"W, LEAVING SAID RIGHT OF WAY, 373.61 FEET, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE S 1/2 OF SECTION 32, T19N, R14E, AUTAUGA COUNTY, ALABAMA AND CONTAINS 60.80 ACRES MORE OR LESS, ACCORDING TO THE SURVEY OF PATRICK A. MOSELEY, ALA. LIC. NO. 5935 ON JANUARY 24, 2022, A COPY OF WHICH IS ATTACHED HERETO.

Deed reference: RLPY 2022, Pg. 1357



20220712000274880 10/13 \$103.00
 Shelby Cnty Judge of Probate, AL
 07/12/2022 01:06:29 PM FILED/CERT

STATE OF ALABAMA)
 COUNTY OF AUTAUGA)

"Stockman Tract"

Commence at a concrete monument at the locally accepted SW Corner of the NW 1/4 of the SE 1/4 of Sec. 28, T20N, R16E, Autauga County, Alabama; thence N 03 degrees 37' 57" W 1338.10 feet to an existing concrete monument and fence corner; thence along the said existing concrete monument and fence corner; thence along the said existing fence N 87 degrees 40' 53" E 1119.71 feet to the point of beginning; thence N 87 degrees 40' 53" E 342.58 feet to the West R.O.W. of the C.S.X. Railroad; thence S 46 degrees 42' 26" E 421.86 feet to a curve concave to the west and having a radius of 1482.35 feet and a chord bearing and distance of S 34 degrees 14' 35" E 774.48 feet; thence continue along said R.O.W. along a curve, said curve concave to the west and having a radius of 766.37' and chord bearing and distance of S 02 degrees 30' 43" E 766.37 feet to an existing creek; thence along said creek for the following eight (8) calls: (1) N 89 degrees 31' 41" W 320.22 feet (2) N 75 degrees 20' 44" W 210.72 feet (3) N 59 degrees 37' 35" W 200.16 feet (4) S 89 degrees 57' 10" W 247.13 feet (5) N 53 degrees 32' 00" W 56.26 feet (6) N 07 degrees 16' 45" W 63.99 feet (7) N 59 degrees 47' 52" E 31.61 feet (8) N 11 degrees 14' 55" W 28.94 feet to an existing fence; thence along said fence N 89 degrees 52' 56" W 55.37 feet; thence N 03 degrees 37' 57" W 1385.81 to the point of beginning.

Together with an 18 foot right of way from Highway 143 to L&N Railroad across the North 1/2 of the Southeast 1/4 of Section 28, Township 20, Range 16.

Along with the rights granted in that Declaration of Non-Exclusive Access Easement from James W. Cowen, Jr., and Sandra J. Cowen, Individually and as Husband and Wife, as recorded in the Office of the Judge of Probate of Autauga County, Alabama, in RLPY BK 2015, at PAGE 2739.

Deed Reference: RLPY 2015, Pg. 2937
 RLPY 2015, Pg. 2938
 RLPY 2021, Pg. 11358

MURT 469 10



20220712000274880 11/13 \$103.00
 Shelby Cnty Judge of Probate, AL
 07/12/2022 01:06:29 PM FILED/CERT

STATE OF ALABAMA)
 COUNTY OF SHELBY)

"Warren Tract"

All that part of the following described parcel lying north of the Central of Georgia Railroad Right-of-Way:

A portion of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 18 South, Range 2 East, and being more particularly described as follows: Begin at the Northwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 18 South, Range 2 East, thence run South along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 1322.53 feet to the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence turn left 89 degrees 44 minutes 14 seconds and run East along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 1321.79 feet to the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence turn left 90 degrees 15 minutes 46 seconds and run North along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence turn left 89 degrees 44 minutes 14 seconds and run West along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 1321.79 feet to the point of beginning. LESS AND EXCEPT any rights of ways or easements of record. Said property containing 34.7 acres, more or less.

A part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 18 South, Range 2 East, and being more particularly described as follows: Begin at the SE corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 18 South, Range 2 East, thence run Northerly along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 581.37 feet; thence turn left 45 degrees 52 minutes 41 seconds and run Northwesterly a measured distance of 617.52 feet (deed 540.00) feet; thence turn left 47 degrees 21 minutes 43 seconds and run Westerly a distance of 420.95 feet; thence turn left 86 degrees 45 minutes 36 seconds and run Southerly a distance of 663.70 feet; thence turn right 89 degrees 37 minutes 03 seconds and run Westerly a distance of 458.20 feet to the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence turn left 89 degrees 37 minutes 03 seconds and run Southerly a distance of 329.55 feet to the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence turn left 90 degrees 22 minutes 57 seconds and run Easterly along the South line of said Section a distance of 1321.79 feet to the point of beginning. LESS AND EXCEPT and rights of ways or easements of record. Said property containing 20.15 acres, more or less.

LESS AND EXCEPT: Begin at the Southeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 18 South, Range 2 East, Shelby County, Alabama; thence run North along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 500.00 feet; thence turn left and run West and parallel to the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 62 feet, more or less, to the center of an existing County Road; thence turn left and run Southerly along said County Road centerline to the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence turn left and run East along said South line a distance of 111.72 feet to the point of beginning. Being one (1) acre, more or less. SUBJECT to County Road right-of-way.

Deed Reference: Book 029, Page 276
 Inst. 20220110000011180



20220712000274880 12/13 \$103.00
Shelby Cnty Judge of Probate, AL
07/12/2022 01:06:29 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF CRENSHAW)

"Rocky Ridge Tract"

Parcel I:

**SE 1/4 of SW 1/4 lying North of Pouncey Road and West of Kelly Road of Section 29,
Township 11N, Range 18E, Crenshaw County, Alabama.**

Parcel II:

**All that part of NE ¼ of SW ¼ lying South of Piney Woods Creek and West of Kelly
Road, Section 29; all in Township 11 North, Range 18 East, Crenshaw County,
Alabama.**

Deed reference: Deed Bk. 189, Pg. 273

MORT 459 12

(Tract Inventory)

<u>Name</u>	<u>County</u>	<u>Loan</u>	<u>Acres</u>	<u>Percentage</u>	<u>Total</u>	<u>Tax Value Basis</u>
Jordan Tract	Autauga		33 ac	9.49%		
McLendon Tract	Autauga		42 ac	12.08%		
Stockman Tract	Autauga		33 ac	9.49%		
W&S Tract	Autauga	\$400,000.00	60.8 ac	17.48%	48.53%	\$194,134.56
Kirkham Tract	Bibb	\$400,000.00	35 ac	10.06%	10.06%	\$40,253.02
Daniels Tract	Coosa	\$400,000.00	80 ac	23.00%	23.00%	\$92,006.90
Rocky Ridge Tract	Crenshaw	\$400,000.00	38 ac	10.93%	10.93%	\$43,703.28
Warren Tract	Shelby	\$400,000.00	26 ac	7.48%	7.48%	\$29,902.24
Totals		\$400,000.00	347.8 ac	100.00%	100.00%	\$400,000.00

The undersigned hereby affirms that recording and/or transfer taxes will be paid in each respective county based upon the tax value basis listed above.



Signature

J.C. Webb IV, Esq.

Stone, Britt, & Webb, LLC

114 S. Main Street

Wetumpka, Alabama 36092

(334)517-6520

20220712000274880 13/13 \$103.00
Shelby Cnty Judge of Probate, AL
07/12/2022 01:06:29 PM FILED/CERT