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Shelby Cnty Judge of Probate, AL  
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**THIS INSTRUMENT WAS PREPARED BY:**

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**ACCOMMODATION  
FUTURE ADVANCE MORTGAGE  
ASSIGNMENT OF RENTS AND LEASES  
AND SECURITY AGREEMENT  
(ALABAMA)**

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

**THIS INDENTURE**, (herein this "**Mortgage**"), made this 8th day of April, 2005, between **The Garden Shop, Inc.**, (hereinafter called the "**Borrower**", whether one or more), and **Bank of Alabama**, (hereinafter called "**Lender**"), Mortgagee, and **Steve A. Hanna, a married man and Hanna Family Partnership, Ltd., an Alabama limited partnership**, (hereinafter called the "**Accommodation Mortgagor**", whether one or more).

**THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9-402(6) OF THE CODE OF ALABAMA.**

**WITNESSETH:**

**WHEREAS**, Borrower is justly indebted to Lender on a loan (the "**Loan**") in the principal sum of **Five Hundred Thousand and no/100 Dollars (\$500,000.00)**, or so much as may from time to time be disbursed thereunder, as evidenced by a promissory note dated April 8, 2005, payable to Lender with interest thereon (the "**Note**") as follows:

CHECK IF ☐ On \_\_\_\_\_, \_\_\_\_\_, or such earlier maturity date as provided in  
APPLICABLE the Note or as provided in any Loan Document as defined below;

**If not checked above, then on demand or as otherwise provided in the Note; and**

**WHEREAS**, Borrower may hereafter become indebted to Lender or to a subsequent holder of this Mortgage on loans or otherwise (the Lender and any subsequent holder of this Mortgage being referred to herein as "**Lender**"); and

**WHEREAS**, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Borrower to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise (herein "**Other Indebtedness**").

**NOW THEREFORE**, the Borrower, in consideration of Lender's making the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees,, and any and all Other







































