

STATE OF ALABAMA)
SHELBY COUNTY)


20150415000120080 1/26 \$313.10
Shelby Cnty Judge of Probate, AL
04/15/2015 08:41:41 AM FILED/CERT

MORTGAGE

THIS MORTGAGE (this “Agreement”) dated April 8, 2015 is between **SEIL HO., LLC**, an Alabama limited liability company (the “Borrower”), as mortgagor, and **NATIONAL BANK OF COMMERCE**, a national banking association (the “Lender”), as mortgagee.

Recitals

Capitalized terms used in these Recitals have the meanings defined for them above or in Section 1.2. The Lender has previously extended Credit to the Borrower under the Credit Documents in the maximum principal amount of \$149,320.59 (the “Loan”), and the Borrower pledged as collateral its interest in certain securities pursuant to that Pledge Agreement dated May 31, 2013 (the “Pledge Agreement”). The Borrower has requested that the Lender terminate the Pledge Agreement and release the securities pledged thereunder. In substitution therefore, to secure the Obligations, and to induce the Lender to extend such Credit, the Borrower has agreed to execute this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals, and to induce the Lender to purchase the Loan and extend Credit to the Borrower under the Credit Documents, the Borrower agrees with the Lender as follows:

ARTICLE 1

RULES OF CONSTRUCTION AND DEFINITIONS

SECTION 1.1 Rules of Construction. For the purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of masculine, feminine or neuter gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.

(b) All references herein to designated “Articles,” “Sections” and other subdivisions or to lettered Exhibits are to the designated Articles, Sections and subdivisions hereof and the Exhibits annexed hereto unless expressly otherwise designated in context. All Article, Section, other subdivision and Exhibit captions herein are used for reference only and do not limit or describe the scope or intent of, or in any way affect, this Agreement.

(c) The terms “include,” “including,” and similar terms shall be construed as if followed by the phrase “without being limited to.”

(d) The terms “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, other subdivision or Exhibit.

(e) All Recitals set forth in, and all Exhibits to, this Agreement are hereby incorporated in this Agreement by reference.

(f) No inference in favor of or against any party shall be drawn from the fact that such party or such party's counsel has drafted any portion hereof.

(g) All references in this Agreement to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

SECTION 1.2 Definitions. As used in this Agreement, capitalized terms that are not otherwise defined herein have the meanings defined for them in that certain Credit Agreement (the "Credit Agreement") described in Exhibit B and the following terms are defined as follows:

(a) **Business Day** means any day, excluding Saturday and Sunday, on which the Lender's main office in Birmingham, Alabama, is open to the public for carrying on substantially all of its banking business.

(b) **Credit** means, individually and collectively, all loans, forbearances, renewals, extensions, advances, disbursements and other extensions of credit now or hereafter made by the Lender to or for the account of the Borrower under the Credit Documents.

(c) **Credit Documents** means this Agreement and the documents described in Exhibit B and all other documents now or hereafter executed or delivered in connection with the transactions contemplated thereby.

(d) **Default Rate** means a rate of interest equal to four percentage points (400 basis points) in excess of the highest interest rate that would otherwise be payable on the principal amount of the Credit under the Credit Documents from time to time in the absence of the existence of a default, or the maximum rate permitted by law, whichever is less.

(e) **Event of Default** is defined in Section 5.2. An Event of Default "exists" if the same has occurred and is continuing.

(f) **Governmental Authority** means any national, state, county, municipal or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof.

(g) **Governmental Requirements** means all laws, rules, regulations, ordinances, judgments, decrees, codes, orders, injunctions, notices and demand letters of any Governmental Authority.

(h) **Hazardous Substance Law** means any Governmental Requirement relating to environmental conditions, industrial hygiene, pollution, or the protection of human health or the environment, including the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 6901 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, the Clean Air Act, 42 U.S.C. §§ 741 *et seq.*, the Clean Water Act, 33 U.S.C. § 7401 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j (all as heretofore or hereafter amended from time to time), all applicable statutes of the State in which the Real Property is located, including any so-called "Superfund"

