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Shelby Cnty Judge of Probate, AL
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REAL ESTATE MORTGAGE, SECURITY AGREEMENT
AND
NOTICE OF FIXTURE FILING

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIS IS A PURCHASE MONEY MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That whereas, **THE BROADWAY GROUP, LLC, an Alabama limited liability company**, has become justly indebted to **BANCORPSOUTH BANK**, with offices at 401 Franklin Street, Huntsville, Alabama 35801, (together with its successors and assigns, hereinafter called "Mortgagee"), in the sum of **ONE MILLION FIFTY-THREE THOUSAND EIGHT HUNDRED AND NO/100 (\$1,053,800.00) DOLLARS**, together with interest thereon, as evidenced by a promissory note or notes of even date herewith.

NOW THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named to Lender, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not (all being sometimes referred to collectively in this mortgage as the "secured indebtedness"), and to secure compliance with all of the covenants and stipulations hereinafter contained, the undersigned, **THE BROADWAY GROUP, LLC, an Alabama limited liability company**, (whether one or more, hereinafter called "Mortgagors" who are also the "Debtors") do hereby assign, grant, bargain, sell and convey unto Lender, the following described real property situated in **SHELBY** County, State of Alabama, to-wit:

A LOT OR PARCEL OF LAND LOCATED AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 1 EAST IN SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 1 EAST, THENCE NORTH 89 DEGREES 12 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 146.67 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 89 DEGREES 31 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 85.26 FEET TO A 5/8 INCH IRON PIN ALSO BEING LOCATED ON THE EAST RIGHT OF WAY MARGIN OF COUNTY ROAD 55; THENCE ALONG SAID EAST MARGIN ALONG A CURVE TO THE

LEFT HAVING A RADIUS OF 2101.37 FEET, AN ARC LENGTH OF 188.22 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 36 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 188.16 FEET TO A ½ INCH CAPPED IRON PIN (STAMPED CA541LS) LOCATED ON A RIGHT OF WAY FLANGE FOR COUNTY ROAD 55 AND US HIGHWAY 280; THENCE ALONG THE FLANGE NORTH 41 DEGREES 59 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 167.20 FEET TO A CONCRETE MONUMENT LOCATED ON THE SOUTH RIGHT OF WAY MARGIN OF U.S. HIGHWAY 280; THENCE ALONG SAID SOUTH MARGIN ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5831.47 FEET, AN ARC LENGTH OF 75.35 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 77 DEGREES 27 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 75.35 FEET TO A ½ INCH OPEN TOP PIPE; THENCE LEAVING SAID SOUTH MARGIN SOUTH 1 DEGREES 17 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 322.35 FEET TO THE POINT OF BEGINNING.

Property Address: 9534 Hwy 55, Harpersville, AL 35078

Unless otherwise stated herein, the principal amount of the debt secured by this Mortgage shall not exceed the principal amount of this Mortgage as stated herein.

together with all present and future leases, subleases, rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements, appurtenances, declarant or developer rights thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinklers, smoke, fire, and intrusion detection devices, trees, shrubs and flowers and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property".

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Lender, and grant to Lender a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, or on any other property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or on the premises located on said property. All of these items of personal property are or are to become fixtures on the real property described herein. The personal property herein transferred includes, but is not limited to, all lumber, bricks, building materials, building stones, building blocks, sand, cement, steel, roofing materials, paint, doors, windows, storm doors, storm windows, glass, nails, wires and wiring, hardware, plumbing, plumbing fixtures, heating, ventilating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, trees, shrubs, flowers and in general all building materials, equipment, appliances, audio, video and all types of electronic equipment, and plants of every kind and character used or useful in connection with improvements to real property; provided, that to the extent the personal property described above consists of "household goods", as that term is defined in 12 C.F.R. Section 227.12(d), Lender's security interest in those household goods is limited to a purchase money security interest; and provided, further, that if the mortgaged property includes the principal dwelling of any Mortgagor who is an individual, and if the securing of this mortgage of any particular other or future

indebtedness would give rise to a right of rescission under 15 U.S.C. Section 1635 or the regulations promulgated thereunder, such other or future indebtedness will be secured by this mortgage only if all required notices of the right of rescission were timely and properly given.

TO HAVE AND TO HOLD the same and every part thereof unto Lender, its successors and assigns forever.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant, covenant and agree with Lender, its successors and assigns, as follows:

1. **Warranty of Title.** Mortgagors warrant that Mortgagors are lawfully seized in fee and possessed of the mortgaged property, except as otherwise stated herein, Mortgagors have a good right to convey the same as aforesaid, and Mortgagors will warrant and forever defend the title to the mortgaged property against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. **Assessments and Liens.** Mortgagors warrant that it will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, or should Mortgagors default in the performance of any covenant under this mortgage (whether or not Mortgagors have defaulted in the payment of such taxes, assessments, liens, or mortgages), Lender may pay the same (but Lender is not obligated to do so).

3. **Condominiums; Planned Unit Developments.** If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Lender may perform Mortgagors' obligations (but Lender is not obligated to do so).

4. **Insurance.** Mortgagors agree to keep the buildings and other improvements now or hereafter located on the mortgaged property and all building materials, appliances, equipment, fixtures and fittings now or hereafter located on the mortgaged property and the other personal property described above, continuously insured in such amounts, in such manner and with such companies as may be satisfactory to the Lender against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as the Lender may specify from time to time, with loss, if any, payable to the Lender in order of priority under a standard Lender's clause providing at least 30 days notice to the Lender before cancellation or lapse of such insurance, and will deposit with the Lender policies of such insurance or, at Lender's elections, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors agree to provide the Lender with satisfactory evidence of insurance on the mortgaged property with premiums prepaid providing replacement cost coverage and insuring against loss by fire, lightning, windstorm, vandalism and other risks customarily covered by extended coverage insurance, loss of rents/income or business interruption insurance for a minimum of one (1) year. The Lender may require coverage for other perils and risks, such as flood and earthquake, where the Lender deems it appropriate. Mortgagors shall also procure and maintain comprehensive general public liability insurance against bodily injury or death or property damage occurring in, upon or about, or resulting from, the property with limits in such amounts as may be required and acceptable to the Lender, naming the Lender in order of priority as an additional insureds. Upon request, Mortgagors shall furnish the Lender evidence of insurable value. Mortgagors assumes all risks of insufficient coverages and acknowledges that the Lender's insurance guidelines may not meet Mortgagors' specific

needs. Mortgagors may provide such insurance through an existing policy or a policy or policies independently obtained and paid for by Mortgagors. The Lender may, for reasonable cause, refuse to accept any policy of insurance offered or obtained by Mortgagors. Mortgagors shall give immediate notice in writing to the Lender of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, the Lender may insure said property (but the Lender is not obligated to do so) for its insurable value or the unpaid balance of the secured indebtedness against loss by fire, wind and other hazards (including flood and water damage if required by the Lender) for the benefit of Mortgagors and the Lender or for the benefit of the Lender alone, at the Lender's election. The proceeds of all insurance on the mortgaged property and the other personal property described above shall be paid by the insurer to the Lender, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Insurance proceeds collected by or paid to the Lender in order of their priority may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the improvements on the mortgaged property, at the election of the Lender. No crediting of insurance proceeds to the secured indebtedness and no application of the insurance proceeds to repairing or reconstructing improvements on the mortgaged property shall, extend or postpone the due date of any scheduled payments of the secured indebtedness or reduce the amount of such payments. In the event of a dispute with any insurer regarding coverage, the amount of any loss, or the like, the Lender, or anyone of them, may bring an action or join in any action against the insurer, at the election of the Lender. If the Lender elects not to bring an action or to join in any action and Mortgagors elect to pursue any claim or action against the insurer, Mortgagors agree to do so solely at their expense, and Mortgagors waive any right to require the Lender to join in the claim or action or to charge the Lender with any part of the expense of the claim or action even if the Lender benefits from it.

5. **Escrow for Taxes and Insurance.** Mortgagors agree that commencing upon written request by Lender and continuing until the secured indebtedness is paid in full, Mortgagors will pay to Lender concurrently with, and on the due dates of, payments on the secured indebtedness a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire, flood (if required by Lender) and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Lender), less any sums already paid to Lender therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Lender to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All amounts mentioned in the preceding sentence and the amounts scheduled to be paid on the secured indebtedness shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment period in a single payment to be applied by Lender to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire, flood (if required by Lender) and other hazard insurance premiums; (b) interest on the secured indebtedness; and (c) the balance, if any, shall be applied toward the payment of the principal sum of the secured indebtedness. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year, but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall forthwith pay the deficiency upon demand. If the mortgaged property is sold under foreclosure or is otherwise acquired by Lender after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

6. **Property Condition, Alterations and Inspection.** Mortgagors will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof, and that it will keep the same repaired and at all times will maintain the same in as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Lender may make such repairs at Mortgagors's expense (but Lender is not obligated to do so).

No portion of the mortgaged property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagors have the right to remove items of personal property comprising a part of the mortgaged property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this mortgage. Mortgagors shall not partition or subdivide the mortgaged property without Lender's prior written consent.

Lender, or Lender's agents and employees, may at Lender's option, enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements. Any inspection of the mortgaged property shall be entirely for Lender's benefit and Mortgagors will in no way rely on Lender's inspection.

7. **Authority to Perform.** If Mortgagors fail to perform any covenant herein made, Lender shall have the right and power at its election to perform such act on behalf of Mortgagors, but Lender shall have no duty to perform such act or to give notice of its intention not to perform, whether or not it has performed or given notice of its intention not to perform on one or more previous occasions. All amounts expended by Lender for insurance or for the payments of taxes or assessments or to discharge liens or mortgages, on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Lender, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the rate of 8% per annum from the date of payment by Lender until date paid by Mortgagors, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Lender for all amounts so expended, at the election of Lender and with or without notice to any person, Lender may declare the entire secured indebtedness to be due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

8. **Delay by Lender not a Waiver.** That no delay or failure of Lender to exercise any option to declare the maturity of any debt secured by this mortgage shall be deemed a waiver of the right to exercise such option or to declare such forfeiture either as to past, present or future defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or performance of other obligations of Mortgagors by Lender shall not constitute or be deemed to be a waiver of the right to accelerate the maturity of the secured indebtedness by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by writing signed by Lender.

9. **Secured Debt and Future Advances.** That those Mortgagors who are obligated to pay the secured indebtedness will well and truly pay and discharge such indebtedness as it shall become due

and payable, including the note or notes described above, together with any renewals, increases or extensions thereof, and any other notes or obligations of such Mortgagors to Lender, whether now or hereafter incurred; provided that, notwithstanding any provision of this mortgage to the contrary, those Mortgagors who are not obligors on any of the secured indebtedness make the conveyances, grants, representations and warranties herein made by Mortgagors, but are not personally obligated to pay any sum of money or perform any affirmative act under this mortgage.

Each Mortgagors agrees that this mortgage will secure all future advances and other future obligations that are given to or incurred by any one or more Mortgagors, or any one or more Mortgagors and others. All future advances and other future obligations of Mortgagors to Lender are secured by this mortgage as if made on the date of this mortgage.

10. **Assignment of Leases and Rents.** That whether or not default has been made in the payment of any of the secured indebtedness, or in the performance of any of the terms or conditions of this mortgage, Lender may give notice of the assignment of rents, income and profits herein made and may proceed to collect the rents, income and profits from the mortgaged property, either with or without the appointment of a receiver at Lender's election (to which appointment Mortgagors hereby consent). Prior to any such notification by Lender, Mortgagors shall have a limited license terminable at will by Lender to collect such rents and other payments and to apply the same in whole or in part to the payment of the secured indebtedness as and when due. Any rents, income and profits collected by Lender prior to foreclosure of this mortgage, less the costs of collecting the same, including any real estate or property management commissions and attorney's fees incurred, shall be credited first to advances made by Lender pursuant to the terms of this mortgage and the interest thereon, then to interest due on the secured indebtedness, and the remainder, if any, shall be applied toward the payment of the principal sum of the secured indebtedness.


Mortgagors absolutely, unconditionally, irrevocably and immediately assign, grant, bargain, convey and mortgage to Lender all the right, title and interest in and to existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the mortgaged premises, including but not limited to any extensions, renewals, modifications or substitutions thereof, and together with all rents, issues and profits, including but not limited to security deposits, common area maintenance charges, parking charges, real estate or other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents", revenues, royalties, contract rights, general intangibles and all rights and claims which Mortgagors may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the mortgaged property.

11. **Lender's Consent.** That unless Lender's written consent has been obtained in advance, Mortgagors (a) will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagors; (b) will not cut, remove, sell or contract to sell any standing timber from the mortgaged property; (c) will not sell, assign, transfer, convey, lease or sublet all or any part of the mortgaged property, or any oil, gas or mineral rights or other interest therein; (d) create or permit junior encumbrances on the mortgaged premises; and (e) except as otherwise expressly provided in this mortgage, allow changes in ownership of Mortgagors (if an entity) to occur, excluding (i) the creation of a lien or encumbrance expressly subordinate to this mortgage, (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (iv) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Lender may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the obligors'

or transferee's agreeing to pay a greater rate of interest on all or any part of the secured indebtedness or to adjust the payment schedule of all or any part of the secured indebtedness, upon Lender's approval of the creditworthiness of the transferee, and upon the transferee's payment to Lender of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Lender may, at its election, proceed to foreclose this mortgage as hereinafter provided or as provided by law.

12. **Environmental Laws and Hazardous Substances.** That, except as otherwise expressly disclosed by Mortgagors to Lender in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been spilled, released, discharged or disposed of on or under the mortgaged property by Mortgagors, or, to the best of Mortgagors' knowledge, by any third party or any predecessor in interest or title to Mortgagors; no underground storage tanks, whether in use or not in use, are located in, on or under any part of the mortgaged property; Mortgagors and the mortgaged property are in compliance with all applicable local, state and federal environmental laws and regulations and Mortgagors will at all times, cause the mortgaged property to continue to be in compliance therewith; no notice has been received by Mortgagors from any governmental authority or any individual or entity claiming violation of any environmental protection law or regulation, or demanding compliance with any environmental protection law or regulation, or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagors will notify Lender promptly in writing if any such notice is hereafter received by Mortgagors; and any Hazardous Substance used or produced in Mortgagors' business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagors will notify Lender immediately if any Hazard Substance is spilled, released or discovered on or under the mortgaged property, and Mortgagors will take or cause to be taken such remedial action and work as may be necessary to be performed on the mortgaged property in order to remedy such spilled, released or discovered Hazardous Substance and to obtain a certificate of remediation or other certificate of compliance from all applicable governmental authorities. Upon Lender's request, Mortgagors will promptly obtain, at Mortgagors' expense, and deliver to Lender an environmental inspection report or update of a previous report, in form acceptable to Lender, prepared by a competent and reputable environmental engineer reasonably satisfactory to Lender. As used herein, the term "Hazardous Substance" includes, without limitation, any asbestos, urea formaldehyde foam insulation, explosive radioactive material, hazardous material, hazardous waster, hazardous or toxic substance, or related or unrelated substance or material which is defined, regulated, controlled, limited or prohibited in or by the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. Sections 6901 et seq.), the Clean Water Act (33 U.S.C. Sections 1251 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), as any of the foregoing is now or hereafter amended, or in any other federal, state or local environmental law, ordinance, rule or regulation now or hereafter in effect.

13. **Indemnification of Lender.** Mortgagors indemnify and hold Lender harmless from and against any and all loss, cost, damage, claim, liability and expense (including attorney's fees and litigation expenses) incurred by Lender on account of breach by Mortgagors' of any representation, warranty or covenant set forth in paragraph 12 above, or Mortgagors' failure to perform any covenant or obligations under paragraph 12, or Mortgagors' or the mortgaged property's failure to comply fully with all environmental laws and regulations, or any other matter related to environmental conditions on, under or affecting the mortgaged property. This paragraph 13 shall survive payment of the secured


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indebtedness, termination of the other provisions hereof, and exercise by Lender of the power of sale herein contained.


14. **Construction Mortgage.** If this is a Construction Mortgage which secures an obligation incurred for the acquisition costs of the mortgaged property and/or the construction of an improvement on such property, Mortgagors will perform and comply with the terms of any construction loan agreement made with Lender with regard to such improvement.

15. **Successors and Assigns Bound; Severability; Uniform Instrument, Captions.** All covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Lender shall inure to the benefit of the successors and assigns of Lender. The obligations of the Mortgagors hereunder are joint and several. The provisions of this mortgage and of the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Lender herein are cumulative with the rights and remedies of Lender under any other agreement, at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. Time is of the essence with respect to every covenant contained in this mortgage. This mortgage also constitutes a financing statement, and a carbon or Photostatic copy of this mortgage may be filed as a financing statement in any public office. As used in this mortgage, the term "Mortgagors" also means "Mortgagors, or any of them"; the singular includes the plural and vice versa; and the use of one gender includes all other genders. The captions and headings of the paragraphs of this mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

16. **Future Advances.** This Mortgage secures future advances, provided nothing contained herein will obligate Lender to make any advances to or otherwise extend credit to or for the benefit of Mortgagors or any other person. The terms and conditions under which any advances to or other extensions of credit to or for the benefit of Mortgagors or any other person may be made by Lender are set forth in one or more of the other Loan Documents evidencing or entered into with respect to the Mortgagors' obligations; and those terms and conditions may permit the maximum amount available under some or all of the obligations to be borrowed and repaid by full or partial payments and from time to time reborrowed/repaid/reborrowed (i.e., decrease or increase from time to time). No written instrument or notation will be required to evidence or secure any future advances and obligations hereunder.

17. **Payments.** Mortgagors agree that all payments due under the note or notes secured by this mortgage will be paid when due and in accordance with the terms of said note or notes and this mortgage. A late charge will be assessed for all past-due installments to help defray the cost of collection. The note or notes secured by this mortgage will accrue interest at a higher default rate upon an event of default.

18. **Waiver of Jury Trial.** By execution hereof, Mortgagors hereby knowingly, voluntarily and intentionally waive any right the Mortgagors may have to a trial by jury in respect to any litigation, action, or proceeding based hereon, or arising out of, under or in conjunction with the note, this mortgage, any other loan documents or any other agreement contemplated to be executed in connection herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.


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19. **Condemnation.** Mortgagors will give Lender prompt notice of any pending or threatened action, by private or public authorities to purchase or take any or all of the Property through condemnation, eminent domain, or by any other means. Mortgagors authorize Lender to intervene in Mortgagors' name in any action or proceeding relating to the herein described actions or claims and to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, to the payment of the sums secured by this mortgage, or at Lender's option to the restoration or repair of the mortgaged property. Mortgagors agree to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

20. **Transfer of an Interest in Mortgagors.** Notwithstanding anything herein to the contrary, if the Mortgagors is an entity other than a natural person and so long as there shall be no event of default by Mortgagors the limited partners, non-managing members or shareholders of Mortgagors shall be entitled to transfer their interests in Mortgagors (a) among existing holders of such interests in Mortgagors; (b) to immediate family members, including siblings of existing holders of such interests in Mortgagors (or trusts the beneficiaries of which are immediate family members of existing holders of interests in Mortgagors), for estate planning purposes; or (c) by operation of law upon death of such holder of an interest in Mortgagors, all of which shall not require the prior approval of Lender; PROVIDED, HOWEVER, that notice of any such transfer described in subparagraphs (a) or (b) above be given to Lender not less than ten (10) business days prior to the transfer, describing the transferee and the reasons why such transfer is permitted under the loan documents.

21. **Financial Reports and Additional Documents.** Mortgagors will provide Lender upon request, any financial statement or information as may be deemed necessary, including but not limited to accurate and complete financial statements and tax returns annually pertaining to the secured Property, as well as quarterly interim financing statements. Mortgagors agree to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue and preserve Mortgagors' obligations under this mortgage and Lender's lien status on the mortgaged property. Mortgagors agree to provide annual operating statements and a certified rent roll of the mortgaged premises and final statements of the Mortgagors within one hundred twenty (120) days of the end of each fiscal year, or as may be otherwise required by Lender.

UPON CONDITION, HOWEVER, that if all Mortgagors shall well and truly pay and discharge all the secured indebtedness (including, without limitation, extensions, renewals and increases of the original indebtedness and all future advances) as the same shall become due and payable and shall in all things do and perform all acts and covenants by them herein agreed to be done or performed in strict accordance with the tenor and effect thereof, and if there is no outstanding commitment or agreement by Lender to make advances, incur obligations or otherwise give value under any agreement, including, without limitation, agreements providing for future advances, open-end, revolving or other lines of credit, or letters of credit, then and in that event only this conveyance and the security interest herein granted shall be and become null and void (except the agreements of indemnity made in paragraph 13 above, which shall survive termination of this mortgage); but should default be made in the payment when due (whether as originally scheduled or upon acceleration of maturity) of the secured indebtedness, or any part thereof or any renewals, extensions or increases thereof or any interest thereon, or should default be made in the repayment of any sum expended by Lender under the authority of any provision of this mortgage, or should the interest of Lender in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or should a petition to condemn all or any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or should any law, either state or federal, be passed

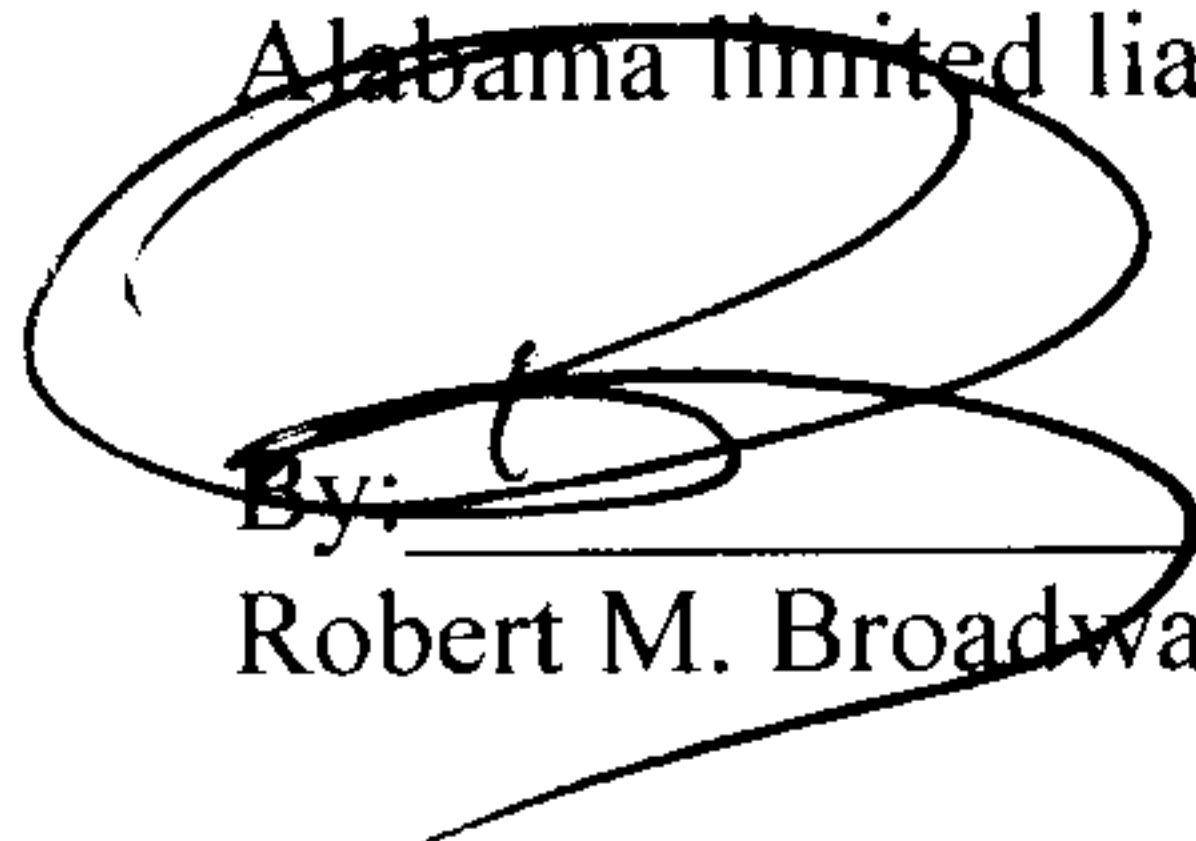
imposing or authorizing the imposition of a specific tax upon this mortgage or the secured indebtedness or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or should at any time any of the covenants contained in this mortgage or in any note or other evidence of secured indebtedness be declared invalid or unenforceable by any court of competent jurisdiction, or if any of the Mortgagors is a corporation and should any owner of the voting stock of such corporation sell or otherwise transfer 5% or more of the outstanding voting stock of such corporation to any person or entity, or if any of the Mortgagors is a partnership (general, limited or limited liability) and should the partnership dissolve or should any general partner of such partnership withdraw, be replaced by the limited partners, die or become incompetent, or if any of the Mortgagors is a limited liability company and any member thereof withdraws or is removed, or is a managed limited liability company, if any manager resigns or is removed, or should Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the secured indebtedness, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Lender, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Lender shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same (or such part of parts thereof as Lender may from time to time elect to sell) at the front or main door of the courthouse of the County (or the division thereof) where said property, or any substantial and material part of said property, is located, at public outcry for cash, after first giving notice of the description of the property to be sold and the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said county or counties in which the property to be sold is located (or if no newspaper is published in any such county, then in a newspaper published in an adjoining county); and upon the payment of the purchase price, Lender or the auctioneer at said sale is authorized to execute to the purchaser for and in the name of Mortgagors a good and sufficient deed to the property sold. Lender shall apply the proceeds of any sale or sales under this mortgage as follows: First, to the expenses of advertising, selling, preparing the property for sale and conveying, including reasonable attorney's fees (including attorney's fees incurred by Lender in connection with any proceeding seeking to enjoin the foreclosure of this mortgage or otherwise challenging the right of Lender to foreclose this mortgage or sell any of the mortgaged property under this mortgage and attorneys' fees incurred in connection with any appeal); second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, assessments, and other liens and mortgages, and in making repairs, with interest thereon; third, to the payment of the secured indebtedness and interest thereon in such order as Lender may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. Lender may bid and become the purchaser of the mortgaged property at any sale hereunder. Mortgagors hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Lender may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed. The power of sale granted herein is a continuing power and shall not be fully exercised until all of the mortgaged property not previously sold shall have been sold or all of the indebtedness and other obligations secured hereby have been satisfied in full. And upon the occurrence of any such event described above, with respect to all of the mortgaged property, which is personal property, Lender shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, and shall have, without limitation, the right to take possession of any of the property herein transferred which is personal property and, with or without taking possession thereof, to sell the same at one or more public or private sale, or to proceed as to both the real property, and personal property in accordance with Lender's rights and remedies in respect of the real property, at the election of Lender. At Lender's request, Mortgagors agree to assemble such property and to make the same available to Lender at such place as Lender shall

reasonably designate. Mortgagors hereby waive, to the extent permitted by law, any requirement of a judicial hearing and notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of said property, or any part thereof, will be held and agree that any required notice which cannot be waived shall be sufficient if delivered to Mortgagors, or mailed to Mortgagors at the address set forth above, or such other address as Mortgagors shall have furnished to Lender in writing for that purpose, not less than five days before the date of such sale or other intended disposition of said property.

IN WITNESS WHEREOF, the undersigned, **THE BROADWAY GROUP, LLC, an Alabama limited liability company**, has caused these presents to be executed by its undersigned Manager on this the 14th day of August, 2015.

THE BROADWAY GROUP, LLC, an Alabama limited liability company

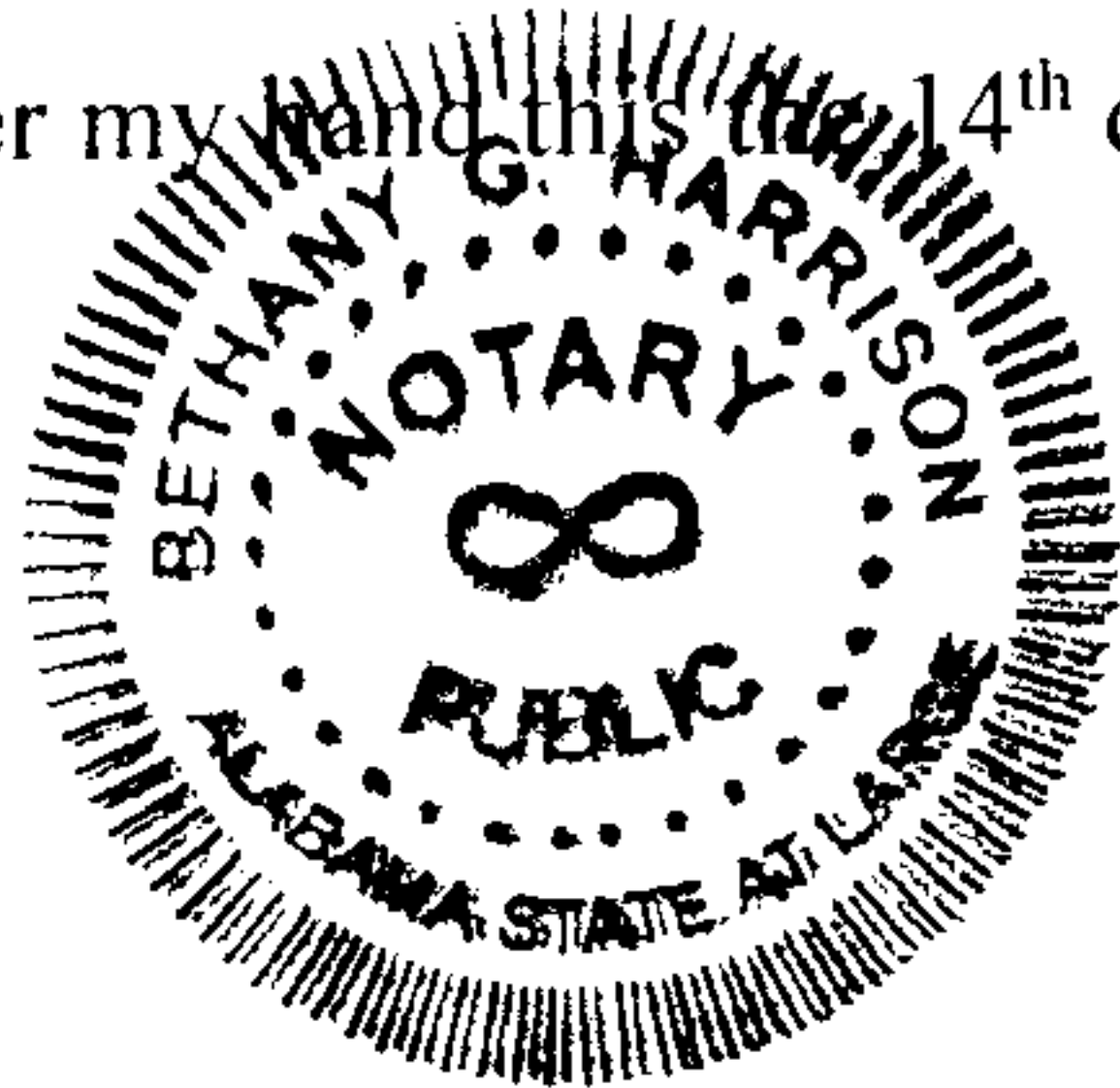
BY: BROADWAY MANAGEMENT, LLC, an Alabama limited liability company

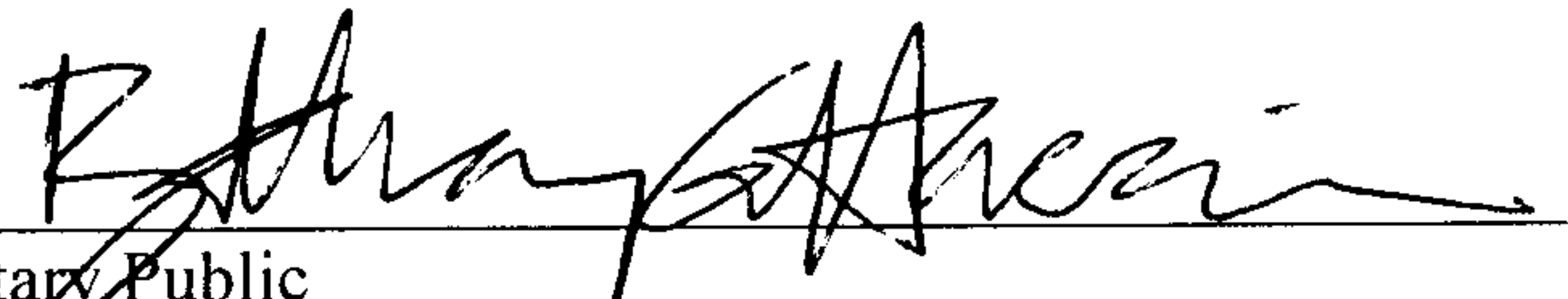
By:  (SEAL)
Robert M. Broadway, Manager

STATE OF ALABAMA)
 :
COUNTY OF MADISON)


I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, **ROBERT M. BROADWAY**, whose name as Manager of **BROADWAY MANAGEMENT, LLC, an Alabama limited liability company in its capacity as Manager of THE BROADWAY GROUP, LLC, an Alabama limited liability company** is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such Manager, and with full authority, executed the same voluntarily for and as the authorized acts of said entities on the day the same bears date.

Given under my hand and this the 14th day of August, 2015.




Notary Public
My Commission Expires: 10-6-2015

THIS INSTRUMENT PREPARED BY:
BETHANY G. SNEED
HARRISON, GAMMONS & RAWLINSON, P.C.
2430 L & N Drive, Huntsville, Alabama 35801
256-533-7711


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Shelby Cnty Judge of Probate, AL
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