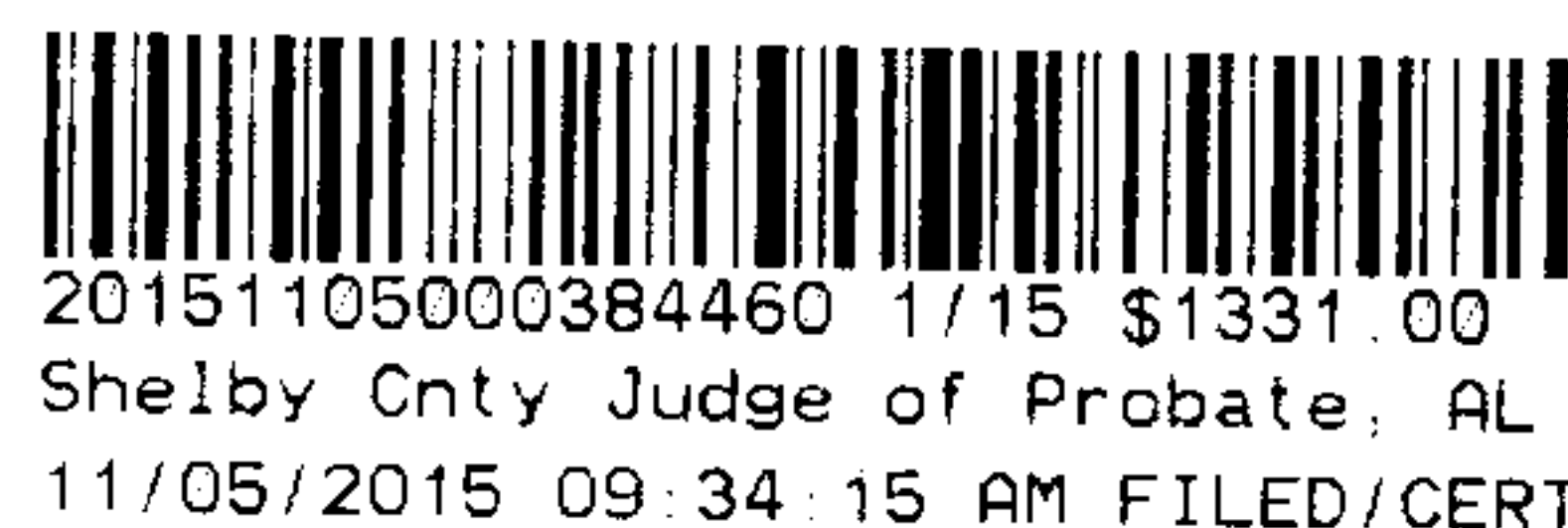


This instrument was prepared by:

Michael M. Partain, Esq.
Michael M. Partain, LLC
The Kress Building
301 Nineteenth North, Suite 501
Birmingham, Alabama 35203

Upon recording return to:

Vernon Real Estate, LLC
612 Spring Bark Terrace
Birmingham, Alabama 35040
Attn: Jeff Vernon



STATE OF ALABAMA)
SHELBY COUNTY)

PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT

THIS PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT (this “**Mortgage**”) is made and entered into as of November 3, by **Stars & Stripes 3V, LLC**, an Alabama limited liability company (“**Purchaser**”), in favor of **Vernon Real Estate, LLC**, an Alabama limited liability company (together with its successors and assigns, collectively, “**Seller**”).

WITNESSETH:

WHEREAS, Purchaser is indebted to Seller pursuant to that certain Non-Recourse Promissory Note dated of even date herewith in the face amount of \$850,000.00 (together with any and all extensions, renewals, or modifications thereof, and substitutions therefor, the “**Note**”);

WHEREAS, the Note is executed and delivered pursuant to that certain Agreement for Purchase and Sale of Real Property dated July 2, 2015, as amended on August 25, 2015, October 4, 2015, and October 30, 2015, between Seller and Purchaser, as assignee of DSSIII Holding Co., LLC (the “**PSA**”), and evidences a portion of the purchase price for the Property referred to therein.

WHEREAS, Purchaser desires to secure its obligations under the Note by granting Seller a mortgage lien on the real property and improvements and a security interest in the personal property described below;

NOW, THEREFORE, Purchaser, in consideration of the aforesaid debt, and for the purpose of securing the Obligations (as hereinafter defined), has granted, bargained, sold, and released, and by these presents, does grant, bargain, sell and release unto Seller, its successors and assigns, and Purchaser does hereby grant a security interest in, the following property, rights, and interests (collectively, the “**Property**”):


- (a) Land or Property. The real property described in **Exhibit A** attached hereto and made a part hereof (the “**Land**” or “**Property**”); Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the “**Improvements**”);

(b) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Purchaser, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(c) Other Interests. All rights, privileges, interests, tenements, hereditaments and appurtenances thereto belonging, including without limitation all riparian rights, and all right, title and interest of Purchaser in and to water, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located therein, and the rents, issues and profits thereof, and any and all fixtures now or subsequently attached to or used in connection therewith;

(d) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Purchaser, or in which Purchaser has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Purchaser, or in which Purchaser has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements, together with all building materials and equipment now or hereafter delivered to the Land or the Improvements and intended to be installed therein (collectively, the “**Personal Property**”), and the right, title and interest of Purchaser in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the “**Uniform Commercial Code**”), and all proceeds and products of the above;

(e) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Purchaser of any petition for relief under any bankruptcy or insolvency laws (collectively, the “**Leases**”) and all right, title and interest of Purchaser, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of


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rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Purchaser or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Purchaser, and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Purchaser of any petition for relief under any bankruptcy or insolvency laws (collectively, the “**Rents**”) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Obligations;

(f) Insurance Proceeds. All Insurance Proceeds in respect of the Property under any Policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(g) Condemnation Awards. All Awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of Condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(h) Bonds, Deposit, and Permits. All utility service bonds and/or cash deposits, site improvement bonds and/or cash deposits, building permits, sewer connection and/or tap-in permits, water connection and/or tap-in permits, curb-cut permits, utility service agreements, site work agreements with any governmental authority or public utility, and all other permits, approvals and contracts of any kind relating to the Land or Improvements;

(i) Warranties and Guaranties. All warranties and guaranties covering any appliances and fixtures now or hereafter located on or placed upon the Land or used in connection with the Improvements including without limitation, air conditioning, heating and other appliances and equipment;

(j) Surveys and Documents. All surveys, agreements, instruments, contracts, documents of title, choses in action or intangible property or contract rights of any kind now existing or hereafter arising or created or entered into related to the Land or the Improvements or ownership or operation of the Land or Improvements including, but not limited to, the plans and specifications, all construction, architectural and other contracts, purchase orders, permits, approvals, licenses, franchises, trademarks, project logos, building names, surveys, insurance policies, bonds, escrow funds, easement, exclusive agency licenses or leases and proceeds of any of the foregoing;

(k) Sales Agreements. All sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchasers of any part of the Land or any buildings or structures on the Land, together with all deposits and other proceeds of the sale thereof;

(l) Licenses. All licenses (including, but not limited to, any operating licenses), contracts, management contracts or agreements, franchise agreements, permits, authorities or certificates required or used in connection with the ownership of, or the operation or maintenance of the Improvements;

(m) Names and Trademarks. All names under or by which the Land or the

Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents pending and goodwill;

(n) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(o) Rights. The right, in the name and on behalf of Purchaser, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Seller in the Property;

(p) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Purchaser therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Purchaser thereunder;

(q) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(r) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in subsections (a) through (t) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims;

(s) Water and Sewer Systems. All of the water, sanitary and storm sewer systems now or hereafter owned by the Purchaser which are now or hereafter located by, over, and/or upon the Land or the Improvements or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances;

(t) Lighting. All exterior lights, light poles, and related fixtures and equipment, including without limitation all parking lot lighting;

(u) Paving. All paving for streets, roads, walkways or entrance ways now or hereafter owned by the Purchaser and which are now or hereafter located on the Land or the Improvements or any part or parcel thereof;

(v) Development Rights. All licenses, permits, approvals, and authorizations to develop or improve all or any portion of the Property, including without limitation of the developer rights, development rights, entitlements, and other rights and interests of Purchaser as and to the extent that they relate to the Property (including without limitation credits against development fees and any reimbursements of development fees or capital contributions, or for property conveyances or for services performed, due to Purchaser), including without limitation any of the foregoing arising under and development agreement relating to the Property;

(w) Substitutions and Accessions. All substitutions and replacements of, and accessions and additions to, any of the foregoing;

(x) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any part thereof (pursuant to judgment, condemnation award or otherwise) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof; and

- (y) Other Rights. Any and all other rights of Purchaser in and to the items set forth above.

TO HAVE AND TO HOLD, all and singular the Property, unto Seller, its successors and assigns forever.

AND Purchaser covenants with Seller that Purchaser is indefeasibly seized of a good and marketable fee simple title to said Land and has good and lawful authority to mortgage said Land; and that Purchaser hereby fully warrants the title to said Land and will defend the same against the lawful claims of all persons whomsoever; and that said Land is free and clear of all encumbrances except (a) taxes for the current year, a lien but not yet due and payable, and (b) any encumbrances described in Schedule B of the title insurance policy accepted by Seller (collectively, the “*Permitted Encumbrances*”).

PROVIDED, ALWAYS, that if Purchaser shall pay unto Seller the said Obligations (including any future advances); AND if Purchaser shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions and covenants therein and in this Mortgage, then this Mortgage shall cease and be null and void; otherwise to remain in full force and effect.

THIS MORTGAGE secures the following obligations (collectively, the “*Obligations*”):

- (a) The obligations of Purchaser to Seller under the Note and PSA;
- (b) Attorneys’ fees, court costs, and other amounts which may now or hereafter be due under the Note or this Mortgage;
- (c) Any and all advances or expenditures made by Seller pursuant to the terms of this Mortgage;
- (d) All collection costs and expenses incurred by Seller in connection with any and all of the foregoing, including without limitation all of Seller’s reasonable attorneys’ fees and legal expenses, whether or not suit is instituted, all reasonable attorneys’ fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and all reasonable attorneys’ fees and legal expenses for any anticipated post judgment collection services, incurred in connection with any of the foregoing indebtedness; and
- (e) Any and all extensions, renewals, and modifications of any of the foregoing. Extensions, renewals, and modifications of the debt secured hereby, and future advances, may bear interest at a rate or rates higher than the rate borne by the Note or the other Obligations.

AND Purchaser does hereby expressly covenant and agree as follows:

1. Assignment of Rents and Profits. As further security for the payment of the Obligations and for the faithful performance of all the covenants, agreements, terms and provisions of this Mortgage, Purchaser hereby sells, mortgages, transfers, and assigns unto Seller and grants Seller a security interest in all the right, title and interest of Purchaser in and to all current and future Leases and Rents; it being intended by Purchaser that this assignment constitutes a present, absolute assignment and not an assignment for additional security only, and does hereby direct each and all of the tenants of the Property to pay such Rents, as they may now be due or shall hereafter become due to the said Seller, upon demand for payment thereof by said Seller. Nevertheless, Seller grants to Purchaser a revocable license to collect and receive the Rents until demand for payment thereof by said Seller; it being understood and agreed, however, that no such demand shall be made unless and until there has occurred an Event of Default hereunder; provided, however, that the license to collect or

continue collecting, as aforesaid, by Purchaser shall not operate to permit the collection of any Rents more than thirty (30) days in advance of the date same are due under the terms and provisions of said lease or leases. Notwithstanding the foregoing, Purchaser shall have the right to terminate any lease that encumbers the Property, without such termination constituting a default under this Mortgage.

2. Maintenance of Property. Purchaser shall maintain the Property in good condition and repair and shall neither permit nor allow waste thereof. Purchaser shall promptly repair or restore any portion of the Property which is materially damaged or destroyed by any cause whatsoever and shall promptly pay when due all costs and expenses of such repair or restoration.

3. Hazard and Flood Insurance. Purchaser shall maintain insurance with respect to Purchaser and the Property in accordance with the provisions of the PSA.

4. Taxes. Purchaser shall pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property prior to the date the same become delinquent; provided, however, that Purchaser shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Purchaser deposits with the authority to which such tax, assessment or charge is payable or with Seller appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing. Purchaser shall not claim, demand or be entitled to receive any credit or credits on the principal or interest payable under the Obligations secured hereby, for so much of the taxes, assessments or similar impositions assessed against the Property or any part thereof as are applicable to the indebtedness secured hereby or to Seller's interest in the Property. No deduction shall be claimed from the taxable value of the Property or any part thereof by reason of the Note, this Mortgage or any other instrument securing the Obligations.

5. Advances by Seller; Reimbursement. If Purchaser fails to make payment for restoration or repair of the Property, for insurance premiums or for taxes, assessments or other charges as required in this Mortgage, Seller may, but shall not be obligated to, pay for the same, and any such payment by Seller will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the highest rate set forth in any promissory note secured by this Mortgage. Payments made for taxes by Seller shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of rank or priority of this Mortgage.

6. Extending Time for Payment; Modification of Indebtedness. Seller, without notice, and as often as it wishes to, may agree with any party obligated on the Obligations (or any of them), or having an interest in the Property, to renew or extend the time for payment of any part or all of the indebtedness secured hereby, or otherwise modify the payment terms (including without limitation the interest rate) of any indebtedness secured hereby, all without in any way affecting either the lien hereof or the liability of any other party.

7. Events of Default. The term "*Event of Default*," wherever used in this Mortgage, shall mean any one or more of the following events:

(a) An "Event of Default" as defined in the PSA and/or the Note, the terms of which are hereby incorporated by this reference and the continuation of such Event of Default unremedied beyond any applicable cure period set forth in the Note and/or the PSA;

(b) Failure by Purchaser to duly observe any covenant, condition or agreement of this Mortgage other than the payment of principal on the Obligations, and the continuation of such failure unremedied for a period of ten (10) days after written notice thereof is provided by Seller to Purchaser; provided, however, that if such obligation, covenant or agreement is not an

obligation, covenant or agreement for the payment of money and is susceptible of being cured by Purchaser, but not reasonably within fifteen (15) days, no default shall be deemed to have occurred so long as Purchaser commences cure within such thirty (30) days and diligently pursues such cure to completion and such cure is completed within sixty (60) days; The discovery of any hazardous substance on the Property (other than hazardous substances used or sold in connection with the business operations of Purchaser or its tenants on the Property and which are used, sold, and stored in accordance with all applicable regulations), unless Purchaser can show by substantial evidence that the hazardous substance was at the Property prior to the date of the Mortgage;

(c) The sale, conveyance, transfer, mortgage, lease or encumbrance of all or any portion of the Property, other than (i) leases of the Property at market rates in the ordinary course of Purchaser's business, (ii) any sale, conveyance or transfer to an affiliated or related entity to Purchaser, or (iii) any sale, conveyance or transfer of the Property accompanied by a partial release payment to Seller pursuant to Section 13 herein;

(d) Purchaser's failure to pay, when due, all taxes, assessments and governmental charges or levies imposed upon the Purchaser or upon the income or any property of the Purchaser, as well as all claims of any kind (including claims for labor, material, supplies or rent) which, if unpaid, might become a lien upon any or all of the Property; provided, tax assessments which are being contested in good faith may be paid upon the resolution of the appeal and the issuance of the final tax bill.

(e) Purchaser suffers or permits any lien, encumbrance, or security interest, other than the Permitted Encumbrances, to arise or attach to the Property that is not promptly removed or satisfied, or any judgment is entered against Purchaser that is not satisfied or appealed and stayed within thirty (30) days; and

(f) Default in the terms or conditions of any other mortgage which is a lien upon the Property (irrespective of whether such mortgage is permitted by the terms of this Mortgage) and the continuation of such default beyond any applicable cure period.

8. Consequences of Default. If an Event of Default shall occur:

(a) All of the indebtedness secured hereby shall become and be immediately due and payable to Seller, after any notice to Purchaser as required by the Note or this Mortgage, and Seller may proceed to foreclose this Mortgage and sell the Property, such foreclosure being Seller's sole remedy for any default by Purchaser. At the foreclosure, Seller shall be entitled to bid and purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property.

(b) Irrespective of whether Seller accelerates the maturity of all indebtedness secured hereby, or institutes foreclosure proceedings, Seller shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed appropriate to protect the security of this Mortgage. The receiver shall be entitled to a reasonable fee for so managing the Property. All Rents collected pursuant to this paragraph shall be applied first to the costs of taking control and managing the Property and collecting the Rents, including but not limited to reasonable attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of repair to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any liability or obligation of Purchaser as lessor or landlord of the Property and then to the sums secured

by this Mortgage. Seller and the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those Rents actually received. Seller shall not be liable to Purchaser, anyone claiming under or through Purchaser, or anyone having an interest in the Property by reason of anything done or left undone by Seller under this paragraph. If the Rents of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the Rents, Seller may at its sole option advance funds to meet the costs. Any funds expended by Seller for such purposes shall become indebtedness of Purchaser to Seller secured by this Mortgage. Such funds shall be payable on demand by Seller and shall bear interest at the highest rate set forth in any promissory note secured by this Mortgage. The entering upon and taking and maintaining of control of the Property by Seller or the receiver and the application of the Rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Seller hereunder.

(c) Seller shall, in addition to all other rights and remedies, have the rights and remedies of a secured party under the Uniform Commercial Code and any additional rights and remedies as may be provided to a secured party in any jurisdiction in which Personal Property is located, including, without limitation, the right to take possession of the Personal Property, and for that purpose Seller may, so far as Purchaser can give authority therefor, enter upon any premises on which the Personal Property may be situated and remove the same therefrom. Seller may in its discretion require Purchaser to assemble all or any part of the Personal Property at such location or locations within the jurisdiction(s) of Purchaser's principal office(s) or at such other locations as Seller may reasonably designate. Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Seller shall give to Purchaser at least five (5) business days prior written notice of the time and place of any public sale of Personal Property or of the time after which any private sale or any other intended disposition is to be made. Purchaser hereby acknowledges that five (5) business days' prior written notice of such sale or sales shall be reasonable notice. In addition, Purchaser waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of Seller's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Personal Property and to exercise its rights and remedies with respect to this Mortgage.

(d) Power of Sale. If default shall be made in the payment of the Note or any part thereof in accordance with the terms thereof, then the entire Note shall become immediately due and payable to Seller and this Mortgage subject to foreclosure; and Seller shall have the right and is hereby authorized to enter upon and take possession of the Property, and after or without taking possession, to sell the same before the courthouse door in Shelby County, at public outcry for cash, after having given notice of the time, place, and terms of sale by publication once a week for three (3) successive weeks prior to said sale in a newspaper of general circulation published in said county, and, upon payment of the purchase money, Seller or any person conducting said sale for Seller is authorized and empowered to execute to the purchaser at said sale a deed to the Property so purchased. Seller may bid at said sale and purchase said Property, or any part thereof, if the highest bidder therefore. At said foreclosure sale the Property may be offered for sale and sold as a whole or in parcels without first offering it in any other manner, or the Property may be offered for sale and sold in any other manner as Seller may elect.

9. Marshaling of Assets. Seller shall not be required to marshal any present or future security for (including but not limited to this Mortgage and the Property) the Obligations or any of them, or to resort to such security in any particular order; and all of the rights hereunder and in respect of such security shall be cumulative and in addition to all other rights hereunder. To the

extent that it lawfully may, Purchaser hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Seller's rights under this Mortgage or under any other instrument evidencing any of the Obligations or under which any of the Obligations is secured, and to the extent that it lawfully may, Purchaser hereby irrevocably waives the benefits of all such laws.

10. Costs and Expenses. All reasonable costs and expenses (including reasonable attorneys' fees) incurred or paid by Seller in connection with enforcement of the Obligations or the exercise by Seller of any of its rights or remedies hereunder, or in retaking, holding, preparing for sale and selling or otherwise realizing upon any of the Property, including, without limitation, the reasonable attorneys' fees and expenses of any attorney to whom this matter is referred (whether or not litigation is commenced), or for representation in proceedings under any bankruptcy or insolvency law, or in case Seller has become a party either as plaintiff or as defendant in any suit or legal proceeding in relation to the Property or the lien created herein, shall be repaid by Purchaser to Seller upon demand, with interest at the highest rate set forth in any promissory note secured by this Mortgage. In the event said expenses are not paid by Purchaser to Seller, they shall become part of the Obligations and shall be secured hereby.

11. Interest. It is agreed that nothing herein contained nor any transaction related thereto shall be construed or so operate as to require Purchaser to pay interest at a rate greater than is now lawful in such case to contract for, or to make any payment or to do any act contrary to laws, that if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage or any promissory note or other indebtedness secured hereby, in whole or in part, then such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

12. Eminent Domain. Seller shall be entitled to receive and recover the entire award made in any eminent domain proceedings to the extent that the same does not exceed the amount necessary to pay in full all sums secured by the lien of this Mortgage.

13. Partial Release. Purchaser may from time to time sell and convey portions of the Land and Seller agrees that it shall release its lien on such conveyed portions of the Land and execute and record a Partial Release of Mortgage upon the payment to Seller of Principal and accrued interest due Seller under the Note in an amount equal to \$3,778.00 per acre (or prorated portion) of such conveyed Land.

14. Transfer of Property. Except for the Permitted Encumbrances and as authorized in Section 7 (d), above, Purchaser shall not sell, convey, transfer, mortgage, lease or further encumber, nor suffer or permit the sale, conveyance, transfer, mortgage, lease or encumbrance, whether voluntarily or by operation of law, of any interest in or any part of the Property, the Rents and profits therefrom, or the Personal Property, without the prior written consent of Seller. If any person or entity should obtain any interest in all or any part of the Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall, unless otherwise provided herein, be deemed to be a transfer by Purchaser.

15. Further Assurances. Purchaser shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments, in each case in form and substance, satisfactory to Seller, relating to the creation, validity, or perfection of the mortgage lien and security interests provided for in this Mortgage under the Uniform Commercial Code or other laws of the State of Alabama or of any other state or states in which Purchaser is doing business or in which any of the Property is located as Seller may from time to time reasonably request, and shall take all such other action as Seller may reasonably require more completely to vest in any and assure to Seller its rights hereunder or in any of the Property, including without limitation execution and delivery of financing statements which Seller deems

appropriate to perfect and continue the security interest hereby granted; and Purchaser hereby irrevocably authorizes Seller, or its designee, at Purchaser's sole expense, to execute and file such financing statements, with or without Purchaser's signature, as Seller may deem appropriate. In the event that any recording or refile (or the filing of any statement of continuation of any mortgage lien or financing statement) or any repledge, or any other action, is required at any time to protect and preserve such security interests, Purchaser shall, at its sole expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Seller.

16. Inspections; Easement. Purchaser agrees that Seller shall have the right, at any time during the term of this Mortgage, to conduct an environmental investigation of the Property, either itself or by or through designated agents and may exercise such rights from time to time, and in furtherance of such rights, Purchaser hereby grants to Seller, its successors and assigns, a non-exclusive limited easement over and across the Property, and its subsurface, for access to the Property and for the purpose of conducting an environmental investigation of such Property (including the taking of physical samples), provided that any such investigation shall be conducted in such a manner as to not disrupt Purchaser's operations on the Property. Purchaser acknowledges that no adequate remedy at law exists for a violation of the easement granted herein and agrees that Seller is entitled to specific performance of its rights under this easement. The satisfaction of, or the release of a portion of the Property, shall evidence a termination of the easement granted herein in full, or as to the Property released, as the case may be.

17. Governing Law. This instrument is to be governed by and construed in accordance with the laws of the State of Alabama.

18. No Waiver. No delay by Seller in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

19. Miscellaneous. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

20. Benefits to Purchaser. The undersigned Purchaser represents to Seller that Purchaser is benefited by the loans evidenced by the Note, whether or not Purchaser is the obligor thereon, and that adequate and sufficient consideration has been given to Purchaser for its execution and delivery of this Mortgage.

21. Security Agreement. This Mortgage creates a lien on the Property, and to the extent the Property is not real property under applicable law, this Mortgage constitutes a security agreement under the Alabama Uniform Commercial Code and any other applicable law.

22. No Derogation. The grant of a security interest to Seller in the granting clauses of this Mortgage shall not be construed to derogate from or impair the lien or provisions of or the rights of Seller under this Mortgage with respect to any property described therein which is real property or which the parties have agreed to treat as real property. The hereby stated intention of Purchaser and Seller is that everything used in connection with the production of income from such real property or adapted for use thereon is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as real property, irrespective of whether or not the same is physically attached to the land or the improvements thereon. If required by Seller, at any time during the term of this Mortgage, Purchaser will execute and deliver to Seller, in form satisfactory to Seller, additional security agreements, financing statements and/or other instruments covering all personal property or fixtures of Purchaser which may at any time be furnished, placed on, or annexed or made appurtenant to the real property or used, useful or held for use, in the operation of the Improvements.

23. Personal Property. As to any part of the Property constituting personal property, Seller may proceed as to such personal property in accordance with Seller's rights and remedies in respect to such property or sell the personal property separately and without regard to the remainder of the Property in accordance with Seller's rights and remedies provided by the Alabama Uniform Commercial Code as well as other rights and remedies available at law or in equity.

24. Notices. Whenever this Mortgage requires or permits any notice, request or demand by one party to the other, the notice, request or demand must be in writing and shall be deemed to have been given if it is enclosed in an envelope addressed to the party to be notified at the address stated below (or such other address as may have been designated by written notice) properly stamped, sealed, and deposited in the United States mail as certified or registered mail, return receipt requested. Such notice shall be deemed effective upon actual receipt thereof by the recipient to whom it is addressed. The address of each party for the purposes of this Section are as follows:

If to Seller:

Vernon Real
Estate, LLC 612
Spring Bark
Terrace
Birmingham,
AL 35040 Attn:
Jeff Vernon

With copy to:

Michael M.
Partain, Esq.
Michael M.
Partain, LLC
The Kress
Building
301 Nineteenth North, Suite 501
Birmingham,

Alabama 35203 If to

Purchaser:

Stars & Stripes 3V, LLC
c/o DSSIII Holding
Co, LLC 1123
Zonolite Road NE
Suite 30
Atlanta,
GA 30306
Attn:
Max
Cookes



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25. Severability. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Mortgage except that if such provision relates to the payment of any monetary sum, then, Seller may, at its option, declare the indebtedness and all other sums secured hereby immediately due and payable.

26. Instrument Under Seal. This Mortgage is intended to be and shall be construed as an instrument under seal.

27. Waiver of Jury Trial. THE PURCHASER WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS MORTGAGE, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OR ENFORCEMENT OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, Purchaser waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Purchaser (a) certifies that neither Seller nor any representative, agent or attorney of Seller has represented, expressly or otherwise, that Seller would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Mortgage and (b) acknowledges that, in making the Loan evidenced by the Note, Seller is relying upon, among other things, the waivers and certifications contained in this Section.

[Signatures on following page]

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20151105000384460 12/15 \$1331.00
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11/05/2015 09:34:15 AM FILED/CERT

IN WITNESS WHEREOF, Purchaser has hereunto caused this Mortgage to be executed in its name and its seal affixed hereto as of the date first written above.

Purchaser:

STARS & STRIPES 3V, LLC, an Alabama limited liability company

By: DSSIII Holding Co, LLC

Its: Manager

By: 

Print Name: COSTA ALEXIOU

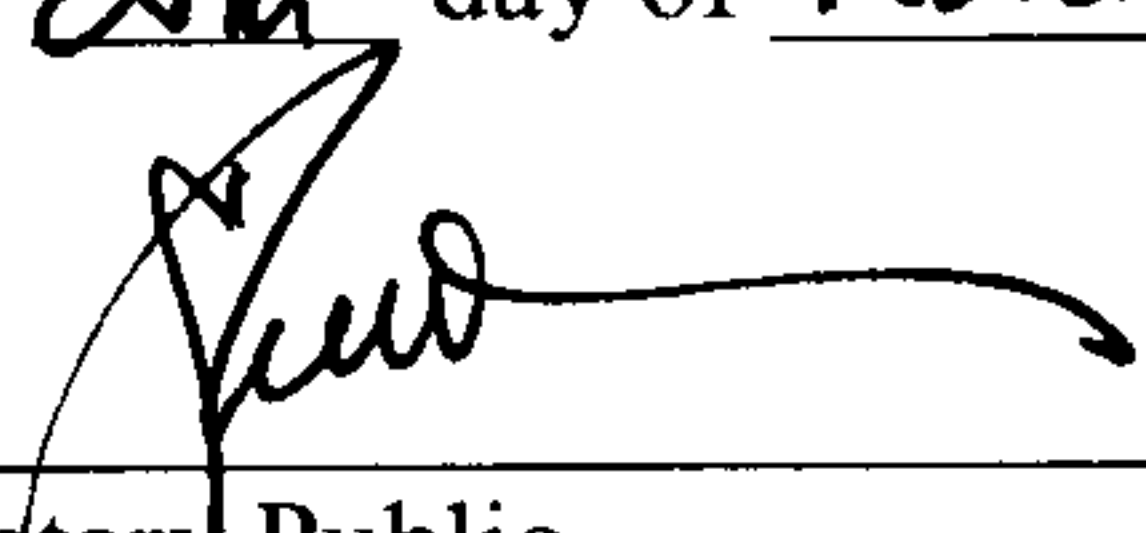
Title: MANAGER

STATE OF Georgia

COUNTY OF DeKalb

I, the undersigned Notary Public in and for said County, in said State, hereby certify that COSTA ALEXIOU, whose name as MANAGER of DSSIII Holding Co, LLC, as Manager of Stars & Stripes 3V, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such MANAGER and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 2nd day of November, 2015.


Notary Public

[AFFIX SEAL]

My commission expires: 02-16-2019

SAMANTHA KEETON
NOTARY PUBLIC
DeKalb County
State of Georgia
My Comm. Expires Feb. 16, 2019



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Shelby Cnty Judge of Probate, AL
11/05/2015 09:34:15 AM FILED/CERT

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

Parcel 1:

A parcel of land being located in the South half of Section 31, Township 21 South, Range 2 West, and the East half of the West half of Section 6, Township 22 South, Range 2 West, Shelby County, Alabama, also being portions of those properties described in Book 345, Page 695; Instrument No. 1993-08838 and Book 345, Page 704; being more particularly described as follows with a bearing basis being the Right of Way for Shelby County Highway 22:

Commence and begin at a 3/4 inch rebar found at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 31; Township 21 South, Range 2 West, Shelby County, Alabama; thence run South 2 degrees 59 minutes 41 seconds East 1364.37 feet to a 1/2 inch rebar found; thence South 3 degrees 29 minutes 39 seconds East 1329.29 feet to a 1/2 inch rebar set (all set with a "CAE 00010" imprinted on a yellow cap); thence South 89 degrees 11 minutes 38 seconds West 1346.74 feet to "K B Weygand" iron pin found; thence South 04 degrees 16 minutes 44 seconds East 664.29 feet to a capped rebar found; thence North 89 degrees 04 minutes 15 seconds East 72.79 feet to a 1/2 inch rebar set; thence South 3 degrees 09 minutes 12 seconds East 663.08 feet along an agreed upon fence line per Case No. CV 96-577 to a 1/2 inch rebar set; thence South 88 degrees 31 minutes 47 seconds West 14.23 feet; thence South 05 degrees 35 minutes 11 seconds East 566.02 feet to a point established by W. M. Varnon in February of 2005, thence South 84 degrees 24 minutes 51 seconds West 386.53 feet to a point established by W. M. Varnon in February of 2005; thence South 36 degrees 57 minutes 15 seconds West 325.72 feet to a point established by W. M. Varnon in February of 2005; thence South 05 degrees 03 minutes 24 seconds East 490.00 feet to a point established by W. M. Varnon in February of 2005; thence South 72 degrees 15 minutes 31 seconds West 146.04 feet to a 1 inch crimp iron found; thence South 30 degrees 07 minutes 08 seconds West 188.92 feet to a 1/2 inch crimp iron found; thence South 44 degrees 12 minutes 35 seconds West 244.64 feet along the North line of Instrument 1994-15035 to a 1/4 inch rebar found; thence South 39 degrees 48 minutes 44 seconds East 344.29 feet to a 1/4 inch rebar found on the North right of way line of Shelby County Highway 22; thence South 50 degrees 10 minutes 00 seconds West 163.67 feet along the North right of way line of Shelby County Highway 22 to an iron pin capped "JAR"; thence North 39 degrees 16 minutes 12 seconds West 300.0 feet along the East line of Instrument No. 1999-46404 to an iron pin capped "JAR"; thence South 50 minutes 07 seconds 18 seconds West 119.86 feet to an iron pin capped "JAR"; thence North 39 degrees 14 minutes 30 seconds West 27.66 feet to a 1/4 inch rebar found at the Northeast corner of Book 329, Page 485; thence South 50 degrees 45 minutes 16 seconds West 232.27 feet to a pipe found on the East line of Instrument No. 1995-09796; thence North 2 degrees 59 minutes 06 seconds West 701.20 feet to an iron pin capped "JAR" being the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 6, Township 22 South, Range 2 West; thence North 89 degrees 39 minutes 37 seconds East 45.47 feet to a

1/2 inch crimp iron found at an agreed upon property line shown on the Albright Baker Survey as recorded in Map Book 6, Page 104 in the Office of the Judge of Probate of Shelby County, Alabama; thence North 3 degrees 45 minutes 09 seconds West 1591.42 feet along said agreed upon property line to a 1/2 inch crimp iron found at the Northeast corner of the Albright Baker Survey, also being at the Southeast corner of the Albright Estate Distribution recorded in Instrument No. 1992-16870; thence North 3 degrees 49 minutes 08 seconds West 2172.44 feet along said East line of the

Albright Estate to a 1 inch pipe found; thence North 3 degrees 34 minutes 33 seconds West 1610.59 feet to an iron pin capped "K B Weygand" at the Southwest corner of Savannah Pointe Sector VI as recorded in Map Book 30, Page 41 in the Office of the Judge of Probate of Shelby County, Alabama; thence North 88 degrees 57 minutes 40 seconds East 1316.08 feet to an iron pin capped "K B Weygand"; thence North 88 degrees 58 minutes 06 seconds East 1218.74 feet along the South line of Savannah Pointe Sector III, Phase I as recorded in Map Book 25, Page 113 in the Office of the Judge of Probate of Shelby County, Alabama to a point on a curve to the right, concave Southerly with a radius of 280.00 feet, a central angle of 26 degrees 27 minutes 13 seconds a chord bearing of North 75 degrees 27 minutes 20 seconds East and a chord of 128.15 feet; thence run Northeasterly, then Easterly 129.28 feet along the arc of said curve to a 1/2 inch rebar found; thence South 3 degrees 56 minutes 14 seconds East 30.00 feet to the point of beginning.


LESS AND EXCEPT the Amended Map of Savannah Pointe Sector IX as recorded in Map Book 37, Page 51 A & B, in the Probate Office of Shelby County, Alabama.

Also Less and Except

All of that part lying in the Northwest 1/4 of Northeast 1/4 of Section 6, Township 22, Range 2 West more particularly described as Parcel No. 28-3-06-0-001-002.001.
Situated in Shelby County, Alabama.

Parcel 2:

Lot 618, according to the Survey of Savannah Pointe, Sector VI, as recorded in Map Book 30, Page 41 in the Probate Office of Shelby County, Alabama.


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