

STATE OF ALABAMA
COUNTY OF SHELBY

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That whereas **KACY J. TURPIN, a married woman, f/k/a KACY BURKHART f/k/a KACY B. ELLIOTT**, whose address is 1328 Miracle Strip Parkway, PH-05, Fort Walton Beach, Florida 32548 (the "Mortgagor") in favor of **REGIONS BANK**, whose address is 201 Milan Parkway, Birmingham, Alabama 35211 (the "Mortgagee").

WITNESSETH:

WHEREAS, GEANA'S ART GALLERY, INC., a Florida corporation, (the "**Borrower**") is justly indebted to Mortgagee on a loan (the "**Loan**") in the principal sum of **SIX HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$690,000.00)**, as evidenced by a promissory note of even date herewith, in the principal amount of **\$690,000.00**, (the "**Note**") made by Borrower payable to Mortgagee with interest thereon as provided therein.

WHEREAS, As a condition of the Loan, Mortgagee requires that Borrower mortgage additional real property as additional security for the Loan. Borrower has agreed to cause Mortgagor to mortgage the additional real property as security for the Loan as an accommodation to Borrower.

WHEREAS, Mortgagor acknowledges and agrees that she will derive a substantial benefit as a result of the Mortgagor's pledge of the collateral described herein as security for the Loan, and accordingly, has agreed to execute this Mortgage and other documents related to the Loan.

WHEREAS, the execution of this Mortgage by Mortgagor is a condition to Mortgagee making the Loan to Borrower.

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of the Note and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by Borrower to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, (collectively, the "Secured Indebtedness") Mortgagor does hereby assign, grant, bargain, sell and convey unto Mortgagee the following-described real property situated in Shelby County, State of Alabama, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagor 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, sprinkling, smoke, fire, and intrusion detection devices, 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."

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

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagor hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagor, or any of them, located, whether permanently or temporarily, on the Mortgaged Property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagor, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagor, or any of them, for the purpose, or with the intention, of making improvements on the Mortgaged Property or to the premises located on said property. The personal property herein transferred includes, without limitation, all lumber, bricks, building stones, building blocks, sand, cement, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagor warrants, covenants and agrees with Mortgagee, its successors and assigns, as follows:

1. That Mortgagor is lawfully seized in fee and possessed of the Mortgaged Property and has a good right to convey the same as aforesaid, and will warrant and forever defend the title 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. The Mortgaged Property is not the constitutional homestead of the Mortgagor.

2. That Mortgagor will pay when due all taxes, assessments, or other liens or mortgages taking priority over this Mortgage when imposed legally upon the Mortgaged Property, and should default be made in the payment of the same, or any part thereof, said Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the Mortgaged Property or any part thereof is a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's 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 Mortgagor default in any of such obligations, Mortgagee may perform Mortgagor's obligations (but Mortgagee is not obligated to do so).

3. That Mortgagor will keep the buildings on the Mortgaged Property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagor shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagor or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagor. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the Mortgaged

Property from any cause whatever. If Mortgagor fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagor and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagor any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the premises on the Mortgaged Property, at Mortgagee's election. Any Mortgaged Property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagor will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured 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 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 Mortgagee), less any sums already paid to Mortgagee 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 Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagor each month or other payment period in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. 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, Mortgagor shall without demand forthwith make good the deficiency. Failure by Mortgagor to do so before the due date of such item shall be a default hereunder. If the Mortgaged Property is sold under foreclosure or is otherwise acquired by Mortgagee 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 Mortgage Property is otherwise acquired.

5. That Mortgagor 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 or the removal of any oil, gas or mineral therefrom, and that it will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagor fails to make repairs to the Mortgaged Property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the Mortgaged Property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payments of taxes or assessments or to discharge liens on the Mortgaged Property or other obligations of Mortgagor or to make repairs to the Mortgaged Property or any improvements thereon shall become a debt due Mortgagee, 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 from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this Mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

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

8. That the debt or debts hereby secured shall at once become due and payable and this Mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or nonexistence of the debt, or any part thereof, or of the lien on which such statement is based.

9. That if default shall be made in the payment of any of the Secured Indebtedness, or in the performance of any of the terms or conditions of this Mortgage and/or the Note described above and any renewals or extensions thereof, Mortgagee may proceed to collect the rent, income and profits from the Mortgaged Property, either with or without the appointment of a receiver (to which appointment Mortgagor hereby consents), and Mortgagee may notify the lessees or other payors thereof to make payment directly to Mortgagee. Any rents, income and profits collected by Mortgagee 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 Mortgagee 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 hereby secured. Further, that if default shall be made in the payment of any of the Secured Indebtedness, or in the performance of any of the terms or conditions of this Mortgage and/or the Note described above and any renewals or extensions thereof, the Mortgagee shall, upon complaint filed or other proper legal proceeding being commenced for the foreclosure of this Mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of the Mortgaged Property, with power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary, and that a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of Mortgaged Property.

10. In the event the Mortgagor should sell all or any part of the Mortgaged Property described herein, or any interest therein, or should the Mortgagor allow or make any change in the possession, or character of possession, thereof, without prior written consent of the Mortgagee, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for fixtures or equipment, (c) a transfer by demise, descent, or by operation of law

upon the death of a joint tenant, or (d) the grant of any leasehold interest in the ordinary course of business, not containing an option to purchase, Mortgagee may, at its option, declare a default hereunder and all sums secured by this Mortgage shall forthwith be due and payable with Mortgagee accelerating maturity of the Secured Indebtedness. The Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Mortgaged Property is to be sold or transferred reach agreement in writing that such sale or transfer is satisfactory to Mortgagee, and that the interest payable on the sums secured by this Mortgage shall be at the rate requested by Mortgagee. If the Mortgagee exercises this option to accelerate, Mortgagee shall mail to Mortgagor notice of acceleration, which notice shall be deemed to be given upon the placing of the same in the United States mail, postage prepaid, addressed to the Mortgagor at its address as the same appears upon the records of the Mortgagee. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed in which the Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of said period, the Mortgagee may, without further demand on Mortgagor, invoke the remedies permitted by the default paragraph herein below.

11. That, except as otherwise expressly disclosed to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the Mortgaged Property by Mortgagor or, to the best of Mortgagor's knowledge, by any third party or any predecessor in interest or title to the Mortgaged Property; no underground storage tanks, whether in use or not in use, are located on or under any part of the Mortgaged Property; Mortgagor and the Mortgaged Property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Mortgagor from any governmental authority or any other person claiming violation of 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 Mortgagor will notify Mortgagee promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Mortgagor business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagor will notify Mortgagee immediately if any Hazardous Substance is released or discovered on or under the Mortgaged Property, and Mortgagor will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain a certificate of remediation or other certificate of compliance from applicable governmental authorities. At Mortgagee's request, Mortgagor will promptly obtain, at Mortgagor's expense, and deliver to Mortgagee an environmental inspection report or will update a previous report, in form acceptable to Mortgagee, prepared by a competent environmental professional reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the federal Clean Water Act, the federal environmental law, ordinance, or regulation now or hereafter in effect. Mortgagor agree to indemnify Mortgagee against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagor of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the Secured Indebtedness, satisfaction of this mortgage, and exercise by Mortgagee of the power of sale contained herein.

12. That, if this is a construction mortgage, Mortgagor will perform and comply with the terms of any construction loan agreement made with Mortgagee with regard to any improvements to be made on the Mortgaged Property.

13. That all the covenants and agreements of Mortgagor herein contained shall extend to and bind its respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

14. That the provisions of this mortgage and the Note secured hereby are severable, and that the invalidity or unenforceability of any provisions of this mortgage or of any such Note shall not affect the validity and enforceability of the other provisions of this mortgage or such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

15. **SBA LOAN**. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing the Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

UPON CONDITION, HOWEVER, that if the Mortgagor pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Mortgagor in all things does and performs all acts and agreements by it herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extension thereof or any part thereof, or if any interest thereon remains unpaid when due, or if default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or if the interest of Mortgagee in the Mortgaged Property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance therein, or if a petition to condemn any part of the Mortgaged Property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax or assessment upon the Mortgaged Property shall be charged against the owner of this mortgage or if at any time any of the covenants contained in this mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Mortgagor 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 indebtedness hereby secured, 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 shall be subject to

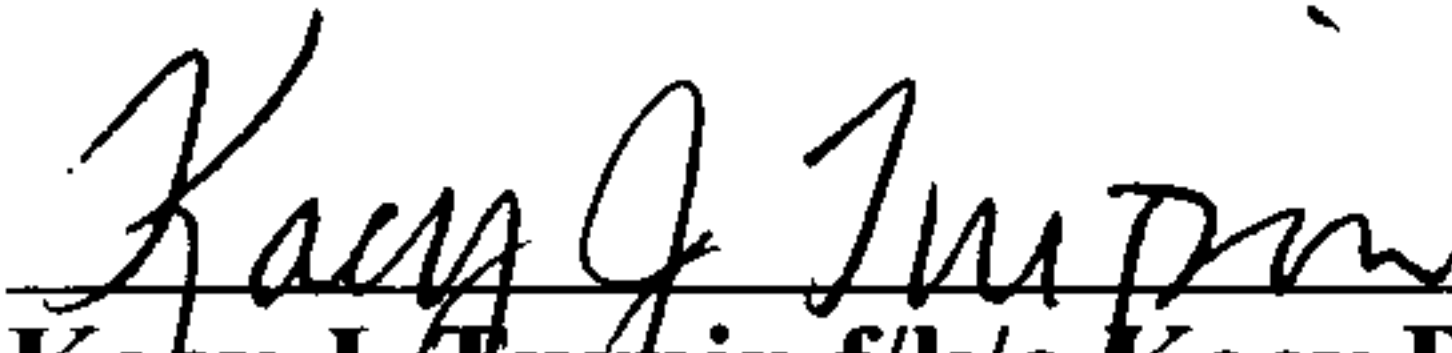
foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagor, and Mortgagee shall have the right to enter upon the same before the Court House door of the County (of the division thereof) where said property, or any substantial part thereof, is located, at public outcry for cash, after first giving notice of the time, place, and terms of the sale by publication once a week for three consecutive weeks prior to the sale in a newspaper published in said County, or as otherwise required or permitted by law. Upon the payment of the purchase price, Mortgagee or the auctioneer at the sale is authorized to execute to the purchaser for and in the name of Mortgagor a good and sufficient deed to the property sold. And upon the occurrence of any of the events described above, Mortgagee also shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, including, without limitation, the right to take possession of any of the property herein transferred which is personal property and to sell the same at one or more public or private sales, at the election of Mortgagee. At Mortgagee's request, Mortgagor agree to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagor agree that notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of the property, or of any part thereof, will be held shall be sufficient if delivered to Mortgagor or mailed to Mortgagor at the address set forth above or such other address as Mortgagor shall have furnished to Mortgagee in writing for that purpose, not less than ten days before the date of the sale or other intended disposition of said property. Mortgagee shall apply the proceeds of said sale or sales under this mortgage as follows: First, to the expenses of advertising, selling and conveying, including reasonable attorneys' fees if the original amount financed exceeded \$300 (including any attorneys' fees incurred by Mortgagee in any proceeding seeking to enjoin or stay any sale hereunder or in obtaining relief from any stay of the sale and fees incurred on any appeals); 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 encumbrances, with interest thereon; third, to the payment of the indebtedness hereby secured and interest therein in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the sale of said sale; and fourth, subject to any right of offset by Mortgagee, the balance, if any, to Mortgagor or to whomever then appears of record to be the owner of Mortgagor's interest in said property. Mortgagee may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder. Mortgagor hereby waives any requirement that the Mortgaged Property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

Signature Page To Follow On The Next Page.


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the 29th day of January, 2016.

MORTGAGOR:

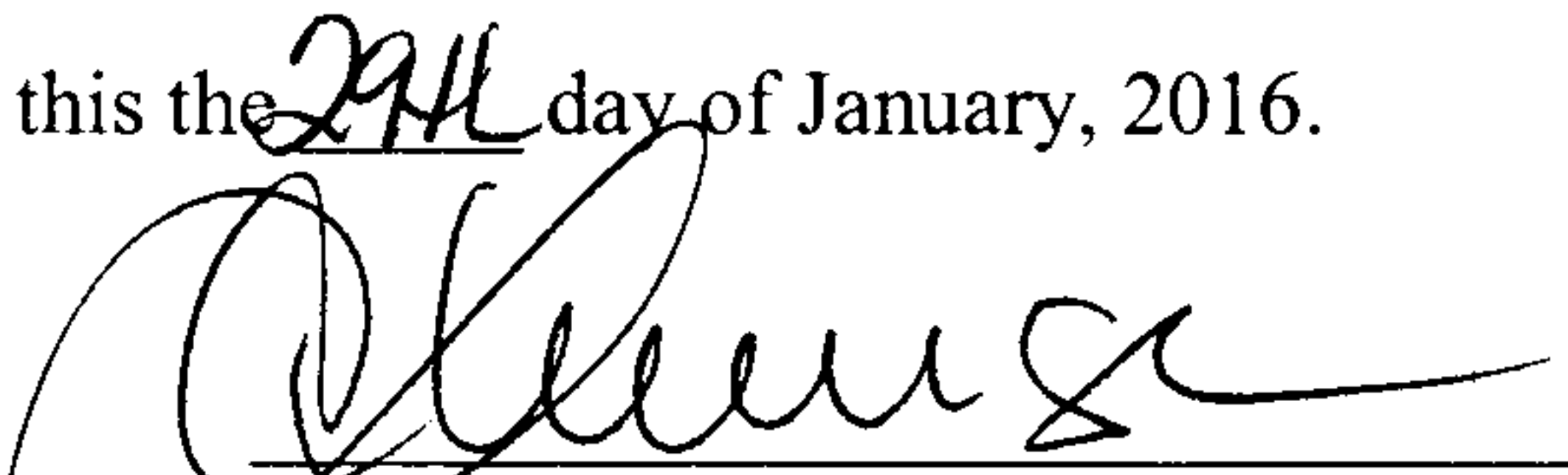

Kacy J. Turpin f/k/a Kacy Burkhardt
f/k/a Kacy B. Elliott

STATE OF FLORIDA
COUNTY OF Kaloo SC

I, the undersigned notary public in and for said state and county, hereby certify that **Kacy J. Turpin f/k/a Kacy Burkhardt f/k/a Kacy B. Elliott**, whose name 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 the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 29th day of January, 2016.

[NOTARY SEAL]


NOTARY PUBLIC

This instrument prepared by:
Charles F. James, IV, Esquire
Clark, Partington, Hart, Larry,
Bond & Stackhouse, P. A.
Post Office Box 13010
Pensacola, FL 32591-3010
(850) 434-9200
CPH File no. 15-1174



LINDA F. CHRISTENSON
COMMISSION # FF 70202
EXPIRES: January 27, 2018



20160204000037000 8/9 \$1074.00
Shelby Cnty Judge of Probate, AL
02/04/2016 01:13:48 PM FILED/CERT

EXHIBIT "A"

Property Address: 370 Walker Way, Pelham, Shelby County, AL

**Lot 305, according to the Amended Map of The Village at Stonehaven, Phase 3, First Addition,
recorded in Map Book 28, page 27, in the Probate Office of Shelby County, Alabama.**


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