

COMMERCIAL MORTGAGE

THIS MORTGAGE is made on April ~~18th~~ 2016, between **Pelham Motel Investments, Incorporated, d/b/a Ramada Inn**, an Alabama Corporation, of 113 Cahaba Valley Parkway East, Pelham, Alabama 35124 ("Mortgagor") and the following individuals, individually and collectively, as current and existing **Shareholders of Pelham Motel Investments, Vanita K. Patel and Kanu S. Patel**, whose mailing address is: c/o Vanita K. Patel, 800 Southwood Circle, Homewood, Alabama 35209 ("Mortgagee").

Recitals

The Mortgagor has executed and delivered to the Mortgagee a Demand Note ("Note"), bearing the same date as this Mortgage, in which the Mortgagor promises to pay to the Mortgagee the principal sum of ONE MILLION TWO HUNDRED FIFTY TWO THOUSAND TWO HUNDRED SIXTY SIX AND NO/100 DOLLARS (\$1,252,266.00) in lawful money of the United States, advanced or to be advanced by the Mortgagee to the Mortgagor.

NOW, THEREFORE, in consideration of the indebtedness, as security for payment to the Mortgagee of the principal, as well as all other sums provided for in the Note and in this Mortgage, in accordance with their respective terms and conditions, and for performance of the agreements, conditions, covenants, provisions, and stipulations contained in this Mortgage and in the Note, the Mortgagor grants, conveys, and mortgages to the Mortgagee all the real estate described in Exhibit A attached to and made a part of this Mortgage.

TOGETHER WITH the following, which shall be referred to collectively with the real estate described in Exhibit A as the "Mortgaged Property":

- (a) Any and all buildings and improvements erected or subsequently erected on the property;
- (b) Any and all fixtures, appliances, machinery, equipment, and other articles of personal property at any time installed in, attached to, or situated in or on the real estate or the buildings and improvements to be erected on the real estate, or to be used or intended to be used in connection with the real estate or in the operation of the buildings, improvements, plant, business, or dwelling on the real estate, whether or not the personal property is or shall be affixed to the real estate;
- (3) All building materials, fixtures, building machinery, and building equipment delivered to the site of the real estate during the course of, or in connection with, construction of the buildings and improvements;
- (4) Any and all tenements, hereditaments, and appurtenances belonging or in any way pertaining to the real estate or any part of the real estate mortgaged or intended to be mortgaged under this Mortgage;

(5) All streets, alleys, passages, ways, and water courses; all easements and covenants now existing or subsequently created for the benefit of the Mortgagor or any future owner or tenant of the mortgaged real estate over ground adjoining the mortgaged real estate; and all rights to enforce the maintenance of such accesses and rights;

(6) All other rights, liberties, and privileges; all reversions, remainders, income, rents, issues, and profits arising from them; and all the estate, right, title, interest, property, possession, claim, and demand, at law or in equity, of the Mortgagor in and to the real estate or any part of it; and

(7) The proceeds and replacements of any of the foregoing;

ALSO TOGETHER WITH any and all awards made to the present and subsequent owners of the Mortgaged Property by any governmental or other lawful authorities for taking or damaging by eminent domain all or any part of the Mortgaged Property or any easement in the property, including any awards for changes in the grades of streets. The Mortgagor assigns such awards to the Mortgagee, who is authorized to collect and receive the proceeds of any awards from the authorities, to give proper receipts and acquittances for those awards, and to apply them (after deduction of attorneys' fees and other costs incurred in connection with collecting the funds) toward the payment of the amount owing on account of this Mortgage and the accompanying Note, even though the amount owing may not then be due and payable. The Mortgagor agrees to make, execute, and deliver, on request, any and all assignments and other instruments sufficient for the purpose of assigning the awards to the Mortgagee, free, clear, and discharged of any and all encumbrances. The Mortgagor further agrees to give the Mortgagee immediate notice of the actual or threatened commencement of any proceedings in the nature of eminent domain affecting all or any part of the Mortgaged Property, and will deliver to the Mortgagee copies of any papers served on the Mortgagor in connection with any such proceedings. No settlement for the damages sustained shall be made by the Mortgagor without the Mortgagee's prior written approval. Approval shall not be unreasonably withheld.

TO HAVE AND TO HOLD for its own use forever, the Mortgagee is granted, under this Mortgage, the interests and rights in the Mortgaged Property as described above;

PROVIDED ALWAYS, and this Mortgage is executed on the express condition that, if the Mortgagor pays to the Mortgagee the principal sum of the Note, and all other sums that are secured by this Mortgage and that are payable by the Mortgagor to the Mortgagee, in accordance with the provisions of the Note and this Mortgage, at the times and in the manner specified, and without deduction, fraud, or delay, and if the Mortgagor performs and complies with all the agreements, conditions, covenants, provisions, and stipulations contained in this Mortgage and in the Note, then this Mortgage and the estate granted by it shall cease and become void.

THE MORTGAGOR COVENANTS and agrees with the Mortgagee that until the indebtedness secured by this Mortgage is fully repaid:

ARTICLE I COVENANTS

Warranty of Title

1.01. The Mortgagor has good and marketable fee simple title to the Mortgaged Property, free and clear of all liens, encumbrances, charges, and all other conditions.

Payment and Performance

1.02. The Mortgagor shall pay to the Mortgagee, in accordance with the terms of the Note and this Mortgage, the principal, and other sums, and shall perform and comply with all the agreements, conditions, covenants, provisions, and stipulations of the Note and this Mortgage.

Maintenance of Mortgaged Property

1.03. The Mortgagor shall abstain from and shall not permit the commission of waste in or about the Mortgaged Property. The Mortgagor shall not remove or demolish, or alter the structural character of, any building erected at any time on the Mortgaged Property without the prior written consent of Mortgagee. The Mortgagor shall not permit the Mortgaged Property to become vacant, deserted, or unguarded, and shall maintain the Mortgaged Property in good condition and repair, with reasonable wear and tear expected, making all repairs of every nature whenever necessary.

Insurance

1.04. (a) The Mortgagor shall keep the Mortgaged Property continuously insured against loss or damage by fire, with extended coverage, and against such other hazards as the Mortgagee may reasonably require.

(b) All policies of insurance required by the terms of this paragraph shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of the policy, regardless of any act or negligence of the Mortgagor that might otherwise result in forfeiture of insurance. All policies shall also contain an agreement by the insurer waiving all rights of set-off, counterclaim, or deductions against the Mortgagor.

(c) All policies of insurance shall be issued by companies and in amounts in each company satisfactory to the Mortgagee. Attached to all policies of insurance shall be a mortgagee clause in favor of the Mortgagee and not subject to contribution, as well as a lender's loss payable endorsement for the benefit of the Mortgagee, both of which shall be in a form satisfactory to the Mortgagee. The Mortgagor shall furnish the Mortgagee with a signed duplicate original policy with respect to all required insurance coverage. If the Mortgagee consents to the provision by the Mortgagor of the required insurance through blanket policies carried by the Mortgagor and covering more than one location, then the Mortgagor shall furnish the Mortgagee with a signed

certificate of insurance for each such policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date. At least twenty days prior to the expiration of each policy, the Mortgagor shall furnish the Mortgagee with evidence satisfactory to the Mortgagee of the payment of the premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by the Mortgagee, shall be in a form satisfactory to the Mortgagee, shall be maintained in full force and effect, and shall be assigned and delivered to the Mortgagee, with premiums prepaid, as collateral security for payment of the indebtedness secured by this Mortgage. All policies shall contain a provision that the policies will not be cancelled or materially amended (including any reduction in the scope or limits of coverage) without at least ten days' prior written notice to the Mortgagee. If all or any part of the insurance shall expire, be withdrawn, or become void or unsafe because of the Mortgagor's breach of any condition, shall become void or unsafe due to the value or impairment of the capital of any company in which the insurance may then be carried, or shall be unsatisfactory to the Mortgagee for any reason, the Mortgagor shall obtain new insurance satisfactory to the Mortgagee for the premises.

(d) If the Mortgagor fails to provide, preserve, maintain in force, or deliver and furnish to the Mortgagee the policies of insurance required by this Mortgage, the Mortgagee may procure insurance or single-interest insurance for the risks covering the Mortgagee's interest. The Mortgagor will pay all premiums on insurance procured by the Mortgagee promptly on demand by the Mortgagee.

(e) In the event of loss, the Mortgagor will give immediate notice to the Mortgagee, and the Mortgagee may make proof of loss if not made promptly by the Mortgagor. Each insurance company shall be authorized and is directed to make payment under the insurance, including return of unearned premiums, directly to the Mortgagee instead of jointly to the Mortgagor and the Mortgagee, and the Mortgagor irrevocably appoints the Mortgagee as the Mortgagor's attorney-in-fact to endorse any insurance draft. The Mortgagee shall have the right to elect to retain and apply the proceeds of any insurance, to reduce the indebtedness secured by this Mortgage, or to restore or repair the damaged property. If the Mortgagee becomes the owner of all or any part of the Mortgaged Property by foreclosure or otherwise, the policies, including all rights, titles, and interests of the Mortgagor under those policies, shall become the absolute property of the Mortgagee.

(f) Notwithstanding the provisions of Subparagraph (e), above, if the Mortgaged Property is damaged by fire or other casualty covered by insurance, the Mortgagee will make the insurance proceeds available to the Mortgagor for repair and reconstruction of the Mortgaged Property on the following terms and conditions:


20160419000127670 4/13 \$1928.45
Shelby Cnty Judge of Probate, AL
04/19/2016 09:41:15 AM FILED/CERT

(1) The work will be performed by a reputable general contractor satisfactory to the Mortgagee pursuant to plans and specifications satisfactory to the Mortgagee, in the exercise of its reasonable business judgment.

(2) The insurance proceeds will be held by the Mortgagee (or by an escrow agent satisfactory to the Mortgagee) in trust, to be disbursed periodically as the work progresses, in amounts not exceeding NINETY percent (90%) of the value of labor and materials incorporated into the work. The remaining 10 percent (10%) will be released to the Mortgagor on final completion of the work in accordance with the plans and specifications, and on a receipt of a release of liens from all contractors and subcontractors engaged in the work.

(3) If the entire insurance proceeds are not used for restoration, the excess proceeds will be applied to the mortgage debt. If the cost of the work will exceed the insurance proceeds, the Mortgagor will deposit the amount of the excess with the Mortgagee (or the escrow agent) to be disbursed prior to disbursement of the insurance proceeds.

(4) If the damage or destruction is such that the buildings on the Mortgaged Property are totally destroyed, this Subparagraph (f) shall not apply.

Taxes and Other Charges

1.05. The Mortgagor shall pay, when due and payable and before interest or penalties accrue, all taxes, assessments, water and sewer rents, and other charges or claims that may be assessed, levied, or filed at any time against the Mortgagor, against all or any part of the Mortgaged Property, or against the interest of the Mortgagee in the Mortgaged Property; or that, by any present or future law, may have priority over the indebtedness secured by this Mortgage either in lien or in distribution out of the proceeds of any judicial sale. The Mortgagor shall produce receipts for payment of these amounts to the Mortgagee not later than the payment dates. If the Mortgagor, in good faith and by appropriate legal action, contests the validity or amount of any item and establishes for payment a reserve, in the amount the Mortgagee requires and either in the Mortgagor's books or by depositing cash with the Mortgagee, as the Mortgagee may elect, then the Mortgagor shall not be required to pay the item or to produce the required receipts while the reserve is maintained and for so long as the contest that prevents collection is maintained, prosecuted with diligence, and has not been terminated or discontinued adversely to the Mortgagor.

Installments for Insurance, Taxes, and Other Charges

1.06. On written request by the Mortgagee, the Mortgagor shall pay to the Mortgagee monthly, when the monthly installment of principal is payable, an amount equal to one-twelfth of the annual premiums for the fire and extended coverage insurance; the annual real estate taxes, water and sewer rents; any special assessments, charges, or claims; and any other item that at any time

may become a lien on the Mortgaged Property prior to the lien of this Mortgage. On demand from time to time, the Mortgagor shall pay to the Mortgagee any additional sums necessary to pay taxes and other items, as estimated by the Mortgagee. The amounts paid shall be security for payment of taxes and other items and shall be used in payment of those items if the Mortgagor is not otherwise in default under this Mortgage. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of the Mortgagee, and no interest shall be payable on the amounts. If, pursuant to any provision of this Mortgage, the whole amount of the unpaid principal debt becomes due and payable, the Mortgagee shall have the right, at its election, to apply any amount so held against the entire indebtedness secured by this Mortgage. At the Mortgagee's option, the Mortgagee from time to time may waive and, after any waiver, may reinstate the provisions of this paragraph that require the monthly payments.

Security Agreement

1.07. This Mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in the personal property included in the Mortgaged Property. The Mortgagor shall execute, deliver, file, and refile any financing statements or other security agreements that the Mortgagee may require from time to time to confirm the lien of this Mortgage with respect to that property and shall pay all costs of filing. Without limiting the foregoing, the Mortgagor irrevocably appoints the Mortgagee attorney-in-fact for the Mortgagor to execute, deliver, and file such instruments for and on behalf of the Mortgagor.

Compliance With Law and Regulations

1.08. The Mortgagor shall comply with all laws, ordinances, regulations, and orders of federal, state, municipal, and other governmental authorities that relate to the Mortgaged Property.

Inspections

1.09. The Mortgagee, and any persons authorized by the Mortgagee, shall have the right at any time, on reasonable notice to the Mortgagor, to enter the Mortgaged Property at a reasonable hour to inspect and photograph its condition and state of repair.

Declaration of No Set-Off

1.10. Within one week (7 calendar days) after being requested to do so by the Mortgagee, the Mortgagor shall certify to the Mortgagee or to any proposed assignee of this Mortgage, in a writing to be duly acknowledged, the amount of principal, and other charges then owing on the obligation secured by this Mortgage and whether there are any set-offs or defenses against it.

Defaults and Right to Remedy

1.11. The Mortgagee, at its option and without notice to the Mortgagor, shall have the right to make any payment or expenditure that the Mortgagor should have made, or that the Mortgagee deems advisable, to protect the security of this Mortgage or the Mortgaged Property if the Mortgagor fails to pay taxes, assessments, water and sewer charges, other claims for which liens may be attached to the Mortgaged property (except in case of contest), or insurance premiums; fails to make necessary repairs; permits waste; or otherwise fails to comply with its obligations under this Mortgage, the Note, or any other document executed in connection with this Mortgage. Any payment by the Mortgagee shall be without prejudice to any of the Mortgagee's rights or remedies under this Mortgage, at law, or in equity. All sums, as well as costs, advanced by the Mortgagee pursuant to this Mortgage, shall be due immediately from the Mortgagor to the Mortgagee, shall be secured by this Mortgage.

ARTICLE II DEFAULT AND REMEDIES

Events of Default

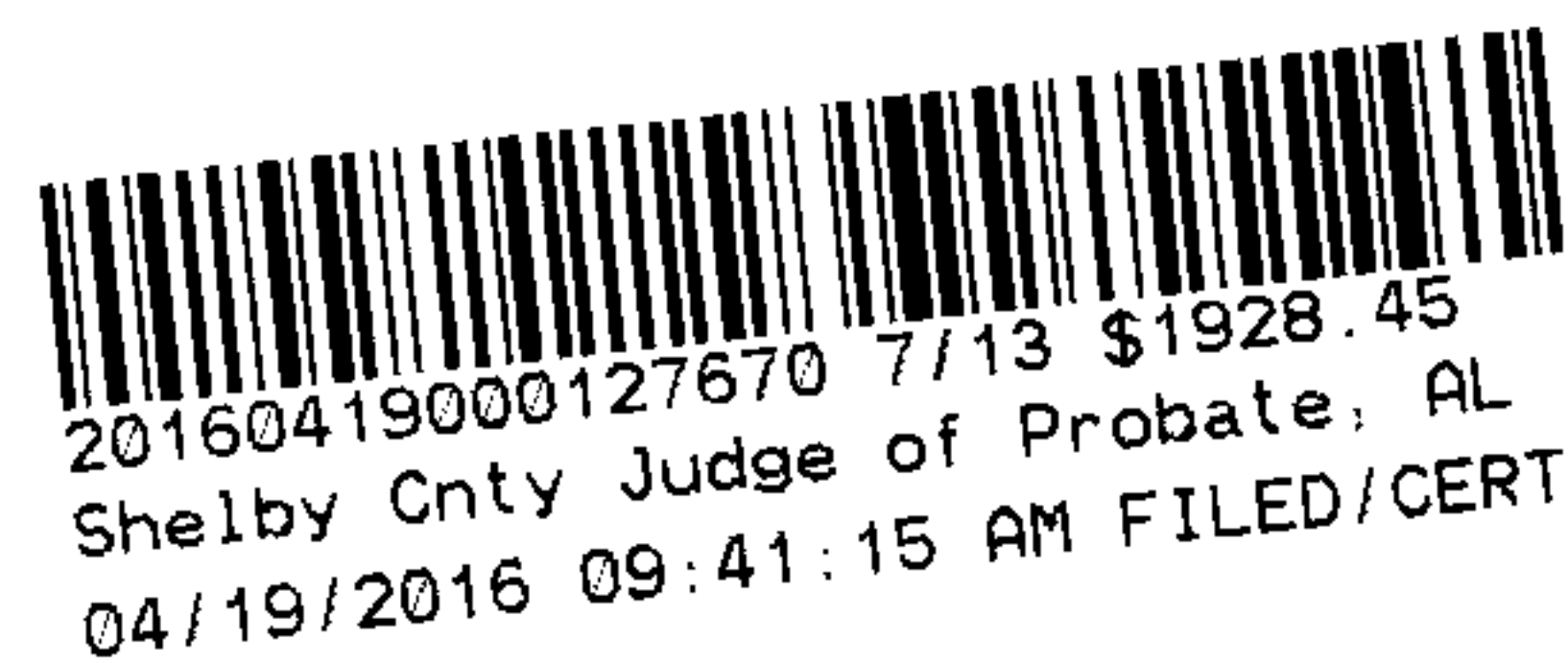
2.01. Any one or more of the following shall constitute an "Event of Default":

(a) The failure of the Mortgagor to pay an installment of principal, or any other sum, on the date it is due under the Note or this Mortgage.

(b) The Mortgagor's nonperformance of or noncompliance with any of the other agreements, conditions, covenants, provisions, or stipulations contained in the Note, in this Mortgage, or in any other document executed in connection with this Mortgage.

(c) The entry of a decree or order for relief by a court that has jurisdiction of the Mortgaged Property in respect to the Mortgagor in an involuntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency, or other similar law; the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official for any substantial part of the Mortgagor's property; or the ordering of the winding-up or liquidation of the Mortgagor's affairs.

(d) The commencement by the Mortgagor of a voluntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency, or other similar law; the consent by the Mortgagor to the appointment of, or the taking of possession by, a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official for any substantial part of the Mortgagor's property; the making by the Mortgagor of any assignment for the benefit of creditors; or the failure of the Mortgagor generally to pay its debts as they become due.



Remedies

2.02. (a) On the occurrence of any Event of Default, the entire unpaid balance of principal, and all other sums secured by this Mortgage shall become immediately due and payable, at the option of the Mortgagee, without further notice or demand.

(b) When the entire indebtedness becomes due and payable, whether because of maturity, because of the occurrence of any Event of Default, or otherwise, then:

(1) The Mortgagee may institute any action of mortgage foreclosure or may take any other action, at law or in equity, for the enforcement of this Mortgage and for realization on the mortgage security or any other security allowed by law. Furthermore, the Mortgagee may proceed to final judgment and execution for the entire unpaid balance of the principal debt, together with all other sums due by the Mortgagor in accordance with the provisions of the Note and this Mortgage. These sums would include all sums that the Mortgagee may have loaned to the Mortgagor after the date of this Mortgage; all sums that the Mortgagee may have advanced for taxes, water or sewer rents, other charges or claims for which a lien may be attached, and insurance, repairs, or maintenance costs; and all costs of suit. The Mortgagor authorizes the Mortgagee at its option to foreclose this Mortgage, subject to the rights of any tenants of the Mortgaged Property. The failure to make any tenants parties defendant to any foreclosure proceedings and to foreclose their rights will not be asserted by the Mortgagor as a defense to any proceedings instituted by the Mortgagee to recover the indebtedness secured by this Mortgage or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property. Nothing contained in this subparagraph shall prevent the Mortgagor from asserting, in any proceedings to dispute the amount of the deficiency or the sufficiency of any bid at the foreclosure sale, that any tenants have adversely affected the value of the Mortgaged Property.

(2) The Mortgagee may enter into possession of the Mortgaged Property, with or without legal action, and by force if necessary. In the alternative, the Mortgagee shall be entitled to the appointment of a receiver regardless of the solvency of the Mortgagor, or any other person liable for the debt secured by this Mortgage, and regardless of whether the Mortgagee has an adequate remedy at law. Either the Mortgagee or a receiver, as the case may be, may rent all or any part of the Mortgaged Property for any period and on any terms and conditions that the Mortgagee or the receiver may determine are appropriate. The Mortgagee or the receiver may collect all rentals and, after deducting all costs of collection and administration expenses, may apply the net rentals, in the order and amounts that the Mortgagee or the receiver may elect, to the payment of taxes, water and sewer rents, other charges and claims for which liens may be attached, insurance premiums, and other carrying charges; to the payment of costs for maintenance, repair, or restoration of the Mortgaged Property; and to the reduction of the principal. For that

purpose, the Mortgagor assigns to the Mortgagee all rentals due and to become due under any existing or future lease; all rights to use and occupation of the Mortgaged Property; and all rights and remedies provided in the lease, at law, or in equity for the collection of the rentals. Any lease or leases entered into by the Mortgagee or by the receiver pursuant to this subparagraph shall survive foreclosure of this Mortgage and repayment of the debt, except to the extent any applicable lease provides otherwise.

(c) To obtain possession of the Mortgaged Property in the event of any default under this Mortgage or the Note, the Mortgagor authorizes and empowers any attorney of any court of record in the State of Alabama or elsewhere, as attorney for the Mortgagor and all persons claiming under or through the Mortgagor, to sign an agreement for entering, in any competent court, an amicable action in ejectment for possession of the Mortgaged Property. Such attorney is further authorized to appear on behalf of the Mortgagor and to confess judgment against the Mortgagor, and against all persons claiming under or through the Mortgagor, in favor of the Mortgagee for recovery of possession of the Mortgaged Property by the Mortgagee. This Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant. After confession of judgment, a writ of possession may immediately issue for possession of the Mortgaged Property, without any prior writ or proceeding and without any stay of execution. If for any reason after the action has been commenced it shall be discontinued, or possession of the Mortgaged Property shall remain in or be restored to the Mortgagor, the Mortgagee shall have the right, for the same default or for any subsequent default, to bring one or more further amicable actions to recover possession of the Mortgaged Property. The Mortgagee may bring an amicable action in ejectment and confess judgment before or after the institution of proceedings to foreclose this Mortgage or to enforce the Note, after entry of judgment in such proceedings or on the Note, or after a sheriff's sale of the Mortgaged Property in which the Mortgagee is the successful bidder. The authorization to pursue proceedings for obtaining possession and for confession of judgment is an essential part of the remedies for enforcement of this Mortgage and the Note, and shall survive any execution sale to the Mortgagee.

(d) The Mortgagee shall have the right from time to time to bring an appropriate action to recover any sums required to be paid by the Mortgagor under the terms of this Mortgage, as they become due, regardless of whether the principal indebtedness or any other sums secured by the Note and this Mortgage shall be due, and without prejudice to the right of the Mortgagee to bring a subsequent action to foreclose this Mortgage, or any other action, for any default by the Mortgagor that existed at the time the earlier action was commenced.

(e) Any real estate sold to satisfy this Mortgage debt may be sold in one parcel, as an entirety, or in such parcels and in such manner or order as the Mortgagee, in its sole discretion, may elect.

(f) Neither the Mortgagor, nor any other person obligated for payment of all or any part of the sums now or subsequently secured by this Mortgage, shall be relieved of the obligation because of the failure of the Mortgagee to comply with any request of the Mortgagor or of any other

person to take action to foreclose on this Mortgage or otherwise enforce any provisions of the Mortgage or of the Note; because of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this Mortgage; or because of any agreement or stipulation between any subsequent owner of the Mortgaged Property and the Mortgagee that extends the time of payment or modifies the terms of the Mortgage or Note without first having obtained the consent of the Mortgagor or the other person obligated for payment. In the latter event, the Mortgagor and all such other persons shall continue to be liable to make payments according to the terms of any extension or modification agreement, unless expressly released and discharged in writing by the Mortgagee. No release of all or any part of the security shall in any way impair or affect the lien of this Mortgage or its priority over any subordinate lien.

(g) With respect to the personal property in which a security interest is granted, the Mortgagee may exercise any or all of the rights accruing to a secured party under this Mortgage, under the Uniform Commercial Code as applicable in the jurisdiction where the Mortgaged Property is located, and under any other applicable law. The Mortgagor shall, if the Mortgagee requests, assemble all personal property and make it available to the Mortgagee at a place designated by the Mortgagee that is reasonably convenient to the Mortgagor and the Mortgagee. Any notice required to be given by the Mortgagee of a public or private sale, lease, or other disposition of the personal property or of any other intended action by the Mortgagee may be personally delivered to the Mortgagor or may be deposited in the United States mail, postage prepaid, duly addressed to the Mortgagor at the address of the Mortgagor last known to the Mortgagee. Such notice, if personally delivered or so deposited at least sixty (60) business days prior to the proposed action shall constitute reasonable and fair notice to the Mortgagor of any action.

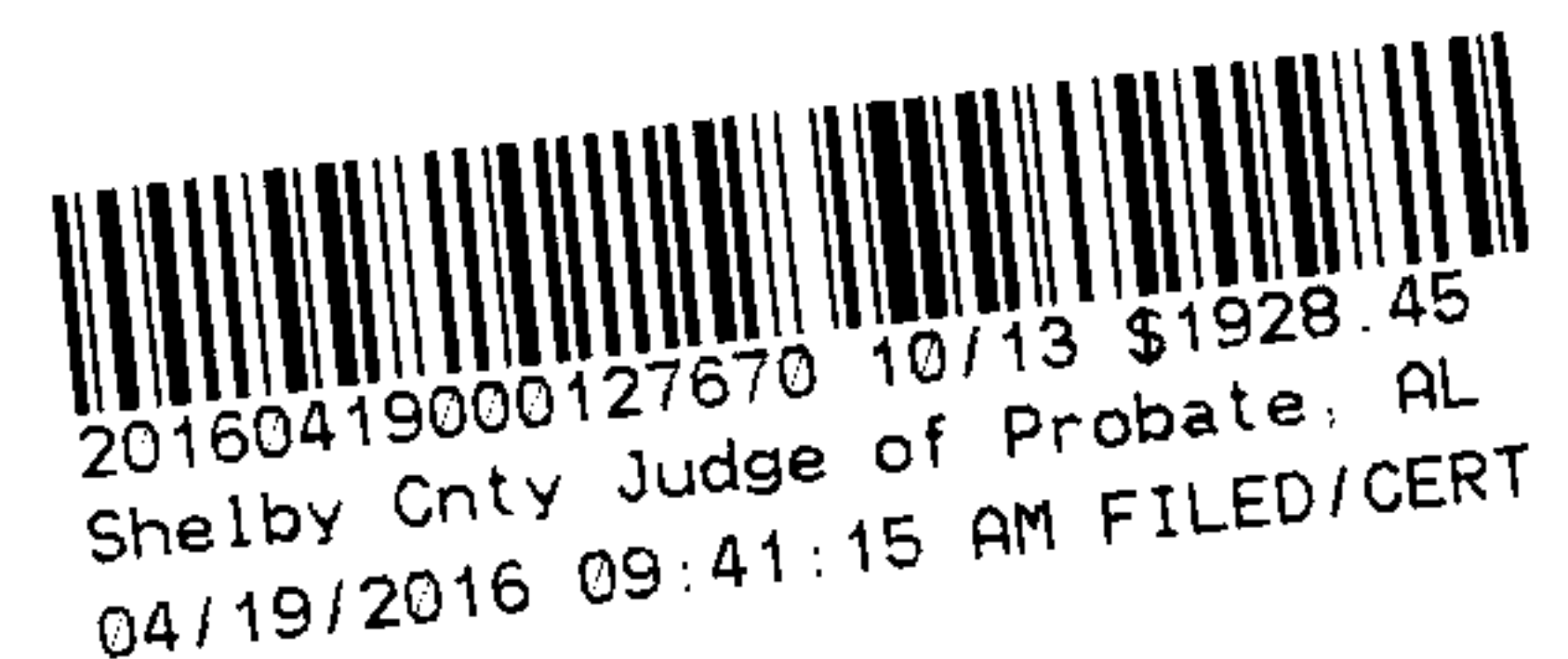
Attorneys' Fees

2.03. If the Mortgagee becomes a party to any suit or proceeding affecting the Mortgaged Property, the lien created by this Mortgage, or the Mortgagee's interest in the Mortgaged Property (including any proceeding in the nature of eminent domain), or if the Mortgagee engages counsel to collect any of the indebtedness or to enforce performance of the agreements, conditions, covenants, provisions, or stipulations of this Mortgage or the Note, then the Mortgagee's costs, expenses, and reasonable attorneys' fees, whether or not suit is instituted, shall be paid to the Mortgagee by the Mortgagor, on demand. Until paid, they shall be deemed to be part of the indebtedness evidenced by the Note and secured by this Mortgage.

ARTICLE III ADDITIONAL PROVISIONS

Notices

3.01. All notices permitted or required under this Mortgage or the Note shall be in writing, and shall be personally delivered, or sent by registered or certified mail, postage prepaid, and



addressed to the addressee, at the address set forth in this Mortgage or in the Note or at such other address as the addressee may designate in writing from time to time.

Amendment

3.02. This Mortgage cannot be changed or amended except by agreement in writing signed by the party against whom enforcement of the change is sought.

Parties Bound

3.03. This Mortgage shall be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. For purposes of this Mortgage, the neuter gender shall include the masculine and the feminine, the singular shall include the plural, and the plural shall include the singular, as the context may require.

Captions

3.06. The captions preceding the text of the paragraphs or subparagraphs of this Mortgage are inserted only for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction, or effect.

Limited Liability of Mortgagor

3.07. The Mortgagor's liability shall be enforceable only out of this Mortgage, the security agreement assignment of leases and of rents, any guaranty or surety agreement made with respect to the debt represented by the Note that this Mortgage secures, or any other collateral, guaranty, or surety agreement for the Note conveyed, mortgaged, pledged, or assigned in writing by the Mortgagor to the Mortgagee. The lien of any judgment against the Mortgagor in any proceeding instituted on, under, or in connection with this Mortgage or the Note, or both, shall not extend to any property now or subsequently owned by the Mortgagor other than the Mortgaged Property and the other security for the payment of the Note.

Due-on-Sale

3.10. Without the prior written consent of the Mortgagee, the Mortgagor will abstain from, and will not cause or permit any sale, exchange, transfer, lease, or conveyance (referred to collectively as "transfer") of, all or any part of the Mortgaged Property, or any interest in it, voluntarily or by operation of law. If the Mortgagor is a corporation, any change in the ownership of the corporate stock of the Mortgagor, or the issuance of additional stock that results in the transfer of control and management of the Mortgagor, shall be deemed to be a transfer of the Mortgaged Property within the meaning of this Article. If the Mortgagor is a partnership, any change in the ownership of partnership interests of the Mortgagor shall be deemed to be a transfer of the Mortgaged Property within the meaning of this Article.

Mortgagor:

PELHAM MOTEL INVESTMENTS, Inc.
An Alabama Corporation

By: Vanita Patel
Vanita Patel, President

WITNESS:

Amelia McCarty
Shonda N. Childs

STATE OF ALABAMA
COUNTY OF SHELBY

On April 18th, 2016, before me, Candice J. Shockley, the undersigned officer, personally appeared before me Vanita Patel, President of Pelham Motel Investments, Inc., an Alabama Corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained and as the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Candice J. Shockley
Notary Public, State of Alabama

List of Attachments:

Exhibit A - Land Description



20160419000127670 12/13 \$1928.45
Shelby Cnty Judge of Probate, AL
04/19/2016 09:41:15 AM FILED/CERT

EXHIBIT A

Land Description

Part of Block 3, Cahaba Valley Park North, as recorded in Map Book 13, Page 140, in the Probate Office of Shelby County, Alabama; being more particularly described as follows:

Begin at the Southeast corner of said Block 3, said point being at the intersection of the Northerly right of way line of Cahaba Valley Parkway East and the Westerly right of way line of a service road which runs along Interstate Highway I-65 right of way; thence run Northerly along said I-65 service road Westerly right of way line for 165.13 feet to a point at the end of said service road; thence continue Northerly along the last stated course of 123.07 feet; then 119 degrees, 50 minutes, 08 seconds left and run Southwesterly for 288.94 feet; thence 90 degrees, 00 minutes, 00 seconds left and run Southeasterly for 250.00 feet to a point on the North right of way line of said Cahaba Valley Parkway East; thence 90 degrees, 00 minutes, 00 seconds left and run Northeasterly along said right of way line for 145.56 feet to the point of the beginning.


20160419000127670 13/13 \$1928.45
Shelby Cnty Judge of Probate, AL
04/19/2016 09:41:15 AM FILED/CERT