

20160509000155380
05/09/2016 11:09:27 AM
MORT 1/23

Prepared by:
Alston & Bird LLP
1201 W. Peachtree St.
Atlanta, GA 30309

After Recording, Return to:
OS National LLC
2170 Satellite Boulevard, Suite 200
Duluth, GA 30097
Attention: Charles Chacko

MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES,
FINANCING STATEMENT AND FIXTURE FILING

Dated as of May 6, 2016

made by

FIREBIRD SFE I, LLC, a Delaware limited liability company,
as the Mortgagor,

to

NRP MORTGAGE TRUST I,
a Delaware statutory trust,
as the Mortgagee

The Maximum Principal Indebtedness Secured by this Instrument is \$2,245,098.00.

Clerk/Recorder: Please index all legal descriptions
or index as a multi-parcel instrument.

MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES,
FINANCING STATEMENT AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FINANCING STATEMENT AND FIXTURE FILING (this "Mortgage") is made as of the 6th day of May, 2016 by **FIREBIRD SFE I, LLC**, a Delaware limited liability company (hereinafter called the "Mortgagor"), having an address at 5001 Plaza on the Lake Drive, Suite 200, Austin, Texas 78746, Attention: Tom Wilkinson, to **NRP MORTGAGE TRUST I**, a Delaware statutory trust (the "Mortgagee"), having an office at c/o Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, 500 Delaware Avenue, 11th Floor, Wilmington, Delaware 19801, Attention: Corporate Trust.

W I T N E S S E T H:

A. The Mortgagor has executed and delivered, among other things, that certain Loan and Security Agreement with Nomura Corporate Funding Americas, LLC, a Delaware limited liability company ("Lender") dated as of February 12, 2016, and all modifications, amendments, restatements, consolidations, joinders, and supplements thereto (as so amended, and as it may be further amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement"), together with that certain Promissory Note dated as of February 12, 2016 (as it may be amended, restated, modified or supplemented and in effect from time to time, the "Promissory Note") in favor of the Lender under the Loan Agreement. The Loan Agreement provides for the advancement of funds by Lender to Borrowers (as defined in the Loan Agreement) on the Advance Date (as defined in the Loan Agreement) up to a total principal amount of Two Hundred Fifty Million and 00/100 Dollars (\$250,000,000.00). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Loan Agreement.

B. Mortgagee was formed to hold this Mortgage and other mortgage documents given by Mortgagor under the Loan Agreement for the benefit of Lender pursuant to that certain Master Trust Agreement for the NRP Mortgage Trusts, dated as of June 14, 2013, as amended (the "Trust Agreement"), by and among Lender, as depositor ("Depositor"), Wilmington Savings Fund Society, FSB, acting through and d/b/a Christiana Trust, a division of Wilmington Savings Fund Society, FSB, as certificate trustee ("Certificate Trustee"), Wilmington Savings Fund Society, FSB, acting through and d/b/a Christiana Trust, a division of Wilmington Savings Fund

Society, FSB, as Delaware trustee ("Delaware Trustee"), and Wells Fargo Bank, National Association, as securities administrator ("Securities Administrator").

C. To secure the obligations of the Mortgagor hereunder and under the Loan Agreement, the Promissory Note and the other Facility Documents, the Mortgagee has required that the Mortgagor execute and deliver to the Mortgagee this Mortgage.

GRANT:

NOW, THEREFORE, in consideration of the foregoing Recitals and to secure payment and performance of all of the obligations of the Mortgagor hereunder and all of the obligations of the Mortgagor under the Facility Documents (collectively, the "Obligations Secured"), and in consideration of One Dollar (\$1.00) in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Mortgagor hereby irrevocably mortgages, grants, bargains, sells, conveys, transfers, pledges, sets over and assigns, and grants a security interest, to and in favor of Mortgagee, its successors and assigns, all of Mortgagor's right, title and interest in, to and under that certain real estate legally described in Exhibit A hereto (the "Land") in Shelby County (the "County"), Alabama (the "State");

TOGETHER WITH, all right, title and interest, if any, which the Mortgagor may now have or hereafter acquire in and to all improvements, buildings and structures now or hereafter located thereon of every nature whatsoever ("Improvements") and together with all air rights, development rights or credits, zoning rights or other similar rights or interests which benefit or are appurtenant to the Land (which, together with the Land, is herein called the "Premises");

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to (a) all easements, rights of way or gores of land or any lands occupied by streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and public places adjoining said Land, and any other interests in property constituting appurtenances to the Premises, or which hereafter shall in any way belong, relate or be appurtenant thereto, (b) all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter relating to the Real Property (defined hereinafter) (collectively the "Permits"), excluding from the grant under this granting clause (but not from the definition of "Permits" for the other purposes hereof) Permits that cannot be transferred or encumbered by the Mortgagor without causing a default thereunder or a termination thereof and (c) all hereditaments, gas, oil, minerals (with the right to extract, sever and remove such gas, oil and minerals), and easements, of every nature whatsoever, located in or on the Premises and all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the rights and interests described in subparagraphs (a), (b) and (c) above (hereinafter the "Property Rights");

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which Mortgagor may now or hereafter acquire in and to all fixtures and appurtenances of every nature whatsoever now or hereafter located in, on or attached to, or used or intended to be used in connection with, or with the operation of, the Premises, including, but not limited to (a) all apparatus, inventory,

machinery and equipment of Mortgagor (to the extent that any of the foregoing constitute "fixtures" under applicable law the "Equipment"); and (b) all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing (collectively, the items listed in the foregoing clauses (a) and (b) are referred to as the "Fixtures"). It is mutually agreed, intended and declared that the Premises and all of the Property Rights, Equipment and Fixtures owned by Mortgagor (referred to collectively herein as the "Real Property") shall, so far as permitted by law, be deemed to form a part and parcel of the Land and for the purpose of this Mortgage to be real estate and covered by this Mortgage;

TOGETHER WITH all the estate, right, title and interest of the Mortgagor in and to (i) all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Real Property, or any part thereof, under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Real Property, or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sale or other disposition of the Real Property or any part thereof; and (except as otherwise provided herein) the Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittance therefor, and to apply the same to the Obligations Secured; and (ii) all contract rights, insurance policies, general intangibles, actions and rights in action relating to the Real Property including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Real Property; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Property. (The rights and interests described in this paragraph shall hereinafter be called the "Intangibles");

TOGETHER WITH, all leases, subleases and other agreements affecting the use, enjoyment or occupancy of the Premises or any portion thereof heretofore or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") and all guarantees thereof (collectively, the "Leases") and all right, title and interest of Mortgagor, 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, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Premises whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (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 Secured; and

TOGETHER WITH, all proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise, and any and all other rights of Mortgagor in and to the items set forth above.

All of the property described above, and each item of property therein described, not limited to but including the Land, the Premises, the Property Rights, the Equipment, the Fixtures, the Real Property, the Intangibles, the Rents and the Leases, is herein referred to as the "Mortgaged Property."

AND without limiting any of the other provisions of this Mortgage, to the extent permitted by applicable law, Mortgagor expressly grants to Mortgagee, as secured party, a security interest in the portion of the Mortgaged Property which is or may be subject to the provisions of the Uniform Commercial Code as in effect in the State (the "UCC") which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Premises appropriated to the use thereof and, whether affixed or annexed to the Premises or not, shall for the purposes of this Mortgage be deemed conclusively to be real estate and mortgaged hereby.

Assignment of Leases and Rents. Mortgagor hereby absolutely and unconditionally assigns to Mortgagee all of Mortgagor's right, title and interest in and to all current and future Leases and Rents; it being intended by Mortgagor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, Mortgagee grants to Mortgagor a conditional, revocable license to collect, receive, use and enjoy the Rents, which license is revocable at any time by Mortgagee by written notice to Mortgagor, and shall terminate automatically and immediately without notice upon the occurrence of any Event of Default. Mortgagor shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Secured Obligations, for use in the payment of such sums.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the Mortgaged Property by the Mortgagee. Nothing contained in this Mortgage shall be construed as imposing on Mortgagee any of the obligations of the lessor under any Lease of the Mortgaged Property in the absence of an explicit assumption thereof by Mortgagee. In the exercise of the powers herein granted the Mortgagee, except as provided in the Facility Documents, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

TO HAVE AND TO HOLD the Mortgaged Property, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Mortgagee, its beneficiaries, successors and assigns, forever for the uses and purposes herein set forth.

PROVIDED, HOWEVER, these presents are upon the express condition that, if Mortgagor shall well and truly pay to Mortgagee the Obligations Secured at the time and in the manner provided in the Facility Documents, shall well and truly perform the other obligations as set forth in this Mortgage and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Facility Documents, these presents and the estate hereby granted shall cease, terminate and be void; provided, however, that any obligation of Mortgagor to indemnify and hold harmless Mortgagee pursuant to the provisions hereof shall survive any such payment or release.

Mortgagor hereby releases and waives, to the extent permitted by applicable law, all rights of redemption under and by virtue of any of the laws, if any, of the State, and Mortgagor hereby covenants, represents and warrants that, at the time of the execution and delivery of these presents, Mortgagor owns good, and in the case of real property, indefeasible, title to the Mortgaged Property and has lawful authority to sell, assign, convey and mortgage the Mortgaged Property, and that the title to the Mortgaged Property is free and clear of all encumbrances,

except those accepted by the Mortgagee in connection with any title insurance policy relating to the lien of this Mortgage or otherwise permitted pursuant to the Facility Documents ("Permitted Encumbrances"), and that, except for the Permitted Encumbrances, Mortgagor will forever defend the same against all claims in derogation of the foregoing.

It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the UCC, this instrument shall constitute a security agreement, fixture filing and financing statement, and for that purpose, the following information is set forth:

(a) In addition to the foregoing grant of mortgage, Mortgagor hereby grants a continuing security interest to the Mortgagee in that portion of the Mortgaged Property with respect to which the creation and perfection of a lien is governed by the UCC;

(b) The "Debtor" is the Mortgagor and "Secured Party" is the Mortgagee.

(c) Name and address of Debtor are as set forth in the Preamble to this document.

(d) Name and address of Secured Party are as set forth in the Preamble to this document.

(e) Description of the types (or items of property covered by this financing statement: all of the property described or referred to in which a security interest may be perfected pursuant to the UCC.

(f) Description of real estate to which collateral is attached or upon which it is located: Described in Exhibit A.

(g) Mortgagee may file this Mortgage or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified herein as part of the Mortgaged Property. Any reproduction of this Mortgage or of any other security agreement or financing statement is sufficient as a financing statement.

Mortgagor agrees to deliver and file or refile any financing statement, continuation statement, or other instruments as may be required, or as Mortgagee may reasonably require, from time to time to perfect or maintain or renew such security interest under the UCC. To the extent permitted by law, (i) all of the Fixtures are or are to become fixtures on the Land and (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture-filing" within the meaning of Sections 9-334 and 9-502 of the UCC. Subject to the terms and conditions of the Loan Agreement, the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein or by general law, or, as to that part of the security in which a security interest may be perfected under the UCC, by the specific statutory consequences now or hereafter enacted and specified in the UCC, all at the Mortgagee's sole election.

COVENANT. Mortgagor hereby covenants and agrees to pay and perform all of the Obligations Secured as and when due.

20160509000155380 05/09/2016 11:09:27 AM MORT 7/23
THE FOLLOWING PROVISIONS SHALL ALSO CONSTITUTE AN INTEGRAL
PART OF THIS MORTGAGE:

SECTION 1. Remedies. Upon the occurrence and continuance of an Event of Default, in addition to any rights and remedies provided for in the Facility Documents, and to the extent permitted by applicable law, the following provisions shall apply:

(a) Mortgagee's Power of Enforcement. The Mortgagee shall have the right to immediately foreclose this Mortgage by judicial action and may take such other action at law or in equity for the enforcement of this Mortgage and realization on the Mortgaged Property, or any portion or portions thereof, as the law may allow, and may proceed therein to final judgment, execution and sale for the collection of the entire unpaid balance of the Obligations Secured. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Obligations Secured, and without regard to the then value of the Mortgaged Property or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the advances of credit hereby secured are made), with power to collect the Rents, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of the Rents when collected, may pay costs incurred in the management and operation of the Mortgaged Property, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the Mortgaged Property, and may pay all or any part of the Obligations Secured or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings. Upon or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed shall have full power to enter an order placing Mortgagee in possession of the Mortgaged Property with the same power granted to a receiver pursuant to this subparagraph and with all other rights and privileges of a mortgagee-in possession under applicable law.

(b) Mortgagee's Right to Enter and Take Possession, Operate and Apply Income. Mortgagee shall, at its option, have the right, acting through its agents or attorneys or a receiver, with process of law, to enter upon and take possession of the Mortgaged Property, expel and remove any persons, goods, or chattels occupying or upon the same, to collect or receive all the Rents, and to manage and control the same, and to lease the same or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, distribute and apply the remaining net income in such order and to such of the Obligations Secured as Mortgagee may determine in its sole discretion or in accordance herewith or any deficiency decree entered in any foreclosure proceedings. Mortgagee will have the absolute right to the appointment of a receiver for the rents, issues and profits of the Mortgaged Property with power to take possession of the Mortgaged Property including possession from the Mortgagor, if in possession of and occupying any portion of the Mortgaged Property, and power to lease and repair the Mortgaged Property and such

20160509000155380 05/09/2016 11:09:27 AM MORT 8/23

other power as may be deemed necessary, without any consideration of and for the value of the Mortgaged Property, or its depreciation in value from any cause whatsoever, or the solvency of Mortgagor or of any other Person liable upon any of the Obligations Secured or any default under the terms of the Facility Documents, including this Mortgage.

(c) Appointment of Receiver. Mortgagee, separately or in any action to foreclose, will be entitled (without regard to the adequacy of any security for said debt) to the appointment of a receiver of the income, rents, issues, profits and proceeds of the Mortgaged Property who will have, in addition to all the rights and powers customarily given to and exercised by such receiver, all the rights and powers granted to Mortgagee by the covenants contained in this Section 1.

(d) Remedies Generally. The remedies specified above shall not be exclusive and shall be in addition to any and all other remedies available to Mortgagee hereunder, under the other Facility Documents or at law or in equity, all of which are hereby reserved by Mortgagee. All remedies of Mortgagee shall be non-exclusive and may be exercised concurrently or from time to time until all of the Obligations Secured have been indefeasibly paid in full.

SECTION 2. Application of the Rents or Proceeds from Foreclosure or Sale. In any foreclosure of this Mortgage by judicial action or other proceeding or action permitted at law or in equity, in addition to any of the terms and provisions of the Facility Documents, there shall be allowed (and included in any decree for sale in the event of a foreclosure by judicial action) to be paid out of the Rents or the proceeds of such foreclosure proceeding and/or sale:

(a) Obligations Secured. All of the Obligations Secured and other sums secured hereby which then remain unpaid; and

(b) Other Advances. All other items advanced or paid by Mortgagee pursuant to this Mortgage; and

(c) Costs, Fees and Other Expenses. All court costs, reasonable attorneys' and paralegals' fees and expenses, appraiser's fees, environmental audit, testing and survey fees, advertising costs, filing fees and transfer taxes, notice expenses, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies, Torrens certificates and similar data with respect to title which Mortgagee in the reasonable exercise of its judgment may deem necessary. All such expenses shall become additional Obligations Secured hereby when paid or incurred by Mortgagee in connection with any proceedings, including but not limited to probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced, or if permitted by applicable law, any sale by advertisement. The proceeds of any sale shall be distributed and applied in such order and to such of the Obligations Secured as Mortgagee may determine in its sole discretion.

SECTION 3. Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on the occurrence or existence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or acquiescence therein, nor shall it affect any subsequent Event of Default of the same or different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Mortgagee.

SECTION 4. Mortgagee's Remedies against Multiple Parcels. If more than one property, lot or parcel is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any Obligations Secured, execution may be made upon any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

SECTION 5. No Merger. In the event of a foreclosure of this Mortgage or any other mortgage or trust deed securing the Obligations Secured, the Obligations Secured then due the Mortgagee shall, at Mortgagee's option, not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages or deeds of trust which also secure said Obligations Secured.

SECTION 6. Notices. All notices and other communications provided to any party hereto under this Mortgage shall be in writing and shall be given in the manner, within the time periods and to the addresses specified in the Loan Agreement.

SECTION 7. Extension of Payments. Mortgagor agrees that, without affecting the liability of any person for payment of the Obligations Secured hereby or affecting the lien of this Mortgage upon the Mortgaged Property or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any Obligations Secured, but otherwise subject to the provisions of the Facility Documents, extend the time, or agree to alter or amend the terms of payment of such Obligations Secured. Mortgagor further agrees that any part of the security herein described may be released with or without consideration without affecting the remainder of the Obligations Secured or the remainder of the security.

SECTION 8 Governing Law. Mortgagor agrees that this Mortgage is to be construed, governed and enforced in accordance with the laws of the State. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

SECTION 9.

20160509000155380 05/09/2016 11:09:27 AM MORT 10/23
Satisfaction of Mortgage.

(i) Upon any Optional Repayment or Mandatory Repayment with respect to the Mortgaged Property or any portion thereof, the Mortgaged Property or the applicable portion thereof shall be released by Mortgagee, provided, that (a) the Mortgagor may deliver to Mortgagee a release in form and substance appropriate for the State and County and which shall contain standard provisions protecting the rights of Mortgagee, which release shall be promptly executed by Mortgagee, (b) Mortgagor shall pay all costs, taxes and expenses associated with such release (including cost to file and record the release and Mortgagee's documented reasonable attorneys' fees) and (c) such released property is a separate legal parcel from the property remaining encumbered by this Mortgage.

(ii) Upon full payment and performance of all the Obligations Secured, at the time and in the manner provided in the Loan Agreement, then upon demand therefor following such payment or performance, as the case may be, a satisfaction of mortgage or reconveyance of the Mortgaged Property shall promptly be provided by Mortgagee to Mortgagor at Mortgagor's cost.

SECTION 10. Partial Release; Etc. Mortgagee may release, regardless of consideration, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating, or releasing the lien or security interests evidenced by this Mortgage or the other Facility Documents or affecting the obligations of Mortgagor or any other party to pay the Indebtedness or perform and discharge the Obligations. For payment of the Obligations Secured, Mortgagee may resort to any of the collateral therefor in such order and manner as Mortgagee may elect. No collateral heretofore, herewith, or hereafter taken by Mortgagee shall in any manner impair or affect the collateral given pursuant to the Facility Documents, and all collateral shall be taken, considered, and held as cumulative.

SECTION 11. Successors and Assigns Included in Parties; Third Party Beneficiaries. This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns; all references herein to the Mortgagor and to the Mortgagee shall be deemed to include their respective successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Mortgagor. Wherever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

SECTION 12. Waiver Of Appraisement, Valuation, Stay, Extension And Redemption Laws. Mortgagor agrees, to the full extent permitted by law, that at all times following an Event of Default, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, homestead or extension laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat; and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws and any and all right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell

the Mortgaged Property in part or as an entirety. To the full extent permitted by law, Mortgagor hereby irrevocably waives any and all statutory or other rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date hereof. Mortgagor further waives, to the full extent it may lawfully do so, all statutory or other rights in its favor, limiting concurrent actions to foreclose this Mortgage and exercising other rights with respect to the Obligations Secured, including, without limitation, any right vested in Mortgagor or any affiliate to limit the right of the Mortgagee to pursue or commence concurrent actions against Mortgagor or any such affiliate or any property owned by any one or more of them.

SECTION 13. Interpretation with Other Documents. Notwithstanding anything in this Mortgage to the contrary, in the event of a conflict or inconsistency between the Mortgage and the Loan Agreement, the provisions of the Loan Agreement shall govern.

SECTION 14. Future Advances; Revolving Credit. This Mortgage is given for the purpose of securing Advances which the Lender may make to or for the benefit of the Mortgagor pursuant and subject to the terms and provisions of the Facility Documents. The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of Advances made after this Mortgage is delivered to the office in which mortgages are recorded in the jurisdiction where the Land is situated, whether made pursuant to an obligation of the Lender or otherwise, and in such event, such Advances shall be secured to the same extent as if such future Advances were made on the date hereof, although there may be no Advance made at the time of execution hereof, although there may be no indebtedness outstanding at the time any advance is made and although such Advances may from time to time be repaid to a zero balance and thereafter readvanced.

SECTION 15. Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Facility Documents shall not be in any way affected, prejudiced or disturbed thereby. In the event that the application of any of the covenants, agreements, terms or provisions of this Mortgage is held to be invalid, illegal or unenforceable, those covenants, agreements, terms and provisions shall not be in any way affected, prejudiced or disturbed when otherwise applied.

SECTION 16. Changes. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

SECTION 17. Consent To Jurisdiction; Waiver Of Immunities. The Mortgagor hereby acknowledges and agrees that:

(a) It irrevocably submits to the jurisdiction of any state or federal court sitting in the State, in any action or proceeding arising out of or relating to this Mortgage, and the Mortgagor

20160509000155380 05/09/2016 11:09:27 AM MORT 12/23

hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such State's state or federal court. The Mortgagor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The Mortgagor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Nothing in this Section shall affect the right of the Mortgagee to bring any action or proceeding against the Mortgagor or its property in the courts of any other jurisdiction.

SECTION 18. Time of Essence. Time is of the essence with respect to the provisions of this Mortgage.

SECTION 19. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Mortgage. In the event an ambiguity or question of intent or interpretation arises, this Mortgage shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Mortgage.

SECTION 20. Mortgagee's Right to Appear. The Mortgagee shall have the right to appear in and defend any legal proceeding brought regarding the Mortgaged Property and to bring any legal proceeding, in the name and on behalf of Mortgagor or in the Mortgagee's name, that the Mortgagee, in its sole discretion, determines should be brought to protect the Mortgagee's' interest in the Mortgaged Property.

SECTION 21. Savings Clause. Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction, will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 22. No Liability of Mortgagee. Notwithstanding anything contained in this Mortgage, this Mortgage is only intended as security for the Obligations Secured and the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor with respect to any of the Mortgaged Property. Unless and until the Mortgagee takes actual possession of the Mortgaged Property, either through foreclosure, the taking of a deed in lieu thereof or otherwise, the Mortgagee shall not have responsibility for the control, care, management or repair of the Mortgaged Property nor shall the Mortgagee be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any licensee, employee, tenant or stranger or other person.

SECTION 23. Other Mortgages; Waiver of Marshalling and Other Rights.

(a) Other Mortgages. The Obligations Secured are now or may hereafter be secured by one or more other mortgages, deeds to secure debt, deeds of trust and other security agreements granted to Mortgagee by Mortgagor or other parties to the Loan Agreement (collectively, as the same may be amended, restated, replaced, supplemented, extended, renewed

or otherwise modified and in effect from time to time, are herein collectively called the "Other Mortgages"), which cover or will hereafter cover other properties that are or may be located in various states (collectively, the "Other Collateral") (the Mortgaged Property and the Other Collateral, collectively, the "Financed Rental Properties"). Upon the occurrence and during the continuance of an Event of Default, Mortgagee may proceed under this Mortgage and/or any or all the Other Mortgages against either the Mortgaged Property and/or any or all the Other Collateral in one or more parcels and in such manner and order as Mortgagee shall elect.

(b) Waiver of Marshalling and Other Rights. To the fullest extent permitted by law, Mortgagor for itself and its successors and assigns, waives all rights to a marshalling of the Financed Rental Properties, or to a sale in inverse order of alienation in the event of foreclosure of all or any of the Mortgage and the Other Mortgages, and agrees not to assert any right under any laws pertaining to the marshalling of assets, the sale in inverse order of alienation, homestead exemption, the administration of estates of decedents, or any other matters whatsoever to defeat, reduce or affect the right of Grantee under the Facility Documents to a sale of the Financed Rental Properties for the collection of the Obligations Secured without any prior or different resort for collection or of the right of Mortgagee to the payment of the Obligations Secured of the net proceeds of the Financed Rental Properties in preference to every other claimant whatsoever. In addition, Mortgagor, for itself and its successors and assigns, waives in the event of foreclosure of the Mortgage or any of the Other Mortgages, any equitable right otherwise available to Mortgagor which would require the separate sale of the Mortgaged Property or any of the Financed Rental Properties or require Mortgagee to exhaust its remedies against any portion of the Financed Rental Properties or any combination thereof before proceeding against any other portion the Financed Rental Property or combination of Financed Rental Properties; and further in the event of such foreclosure Mortgagor does hereby expressly consent to and authorizes, at the option of Mortgagee, the foreclosure and sale either separately or together of any combination of the Financed Rental Properties.

SECTION 24. Mortgage and/or Intangible Tax. Mortgagor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless Mortgagee for, from and against any and all losses, damages, costs, fees, expenses claims, suits, judgments, awards, liabilities, obligations, debts, fines, penalties or charges imposed upon or incurred by or asserted against any Mortgagee and directly or indirectly arising out of or in any way relating to any mortgage, recording, stamp, intangible or other similar taxes required to be paid by Mortgagee under applicable law in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement of this Mortgage (but excluding any income, franchise or other similar taxes).

SECTION 25. WAIVER OF JURY TRIAL. MORTGAGOR AND BY ACCEPTANCE HEREOF MORTGAGEE HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(a) Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 26 and the other terms and conditions of this Mortgage, the terms and conditions of this Section 26 shall control and be binding.

(b) Power of Sale. Notwithstanding, and in addition to, the other rights of Mortgagee granted in other Sections of this Mortgage, including, but not limited to, Mortgagee's right to seek the remedy of judicial foreclosure upon Mortgagor's default, Mortgagor hereby vests Mortgagee with full power and authority, upon the happening of an Event of Default, at Mortgagee's option, to declare the entire Obligations Secured to be immediately due and payable, and at Mortgagee's option, to take possession of the Mortgaged Property if and to the extent allowed by law, and at Mortgagee's option, to sell the Mortgaged Property as now provided by law in the case of past-due mortgages, whether or not possession of the Mortgaged Property is taken, (or such part or parts thereof as the Mortgagee may from time to time elect to sell) under the power of sale which is hereby given to the Mortgagee, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the Land to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Mortgaged Property to be sold, by publication in some newspaper published in the county or counties in which the Land to be sold is located. If there is Land to be sold in more than one county, publication shall be made in all counties where the Land to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. The Mortgagee may bid at any sale held under this Mortgage and may purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale all or any part of the Mortgaged Property, real, personal or mixed, may be offered for sale in parcels or *en masse* for one total price, and the proceeds of any such sale *en masse* shall be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Mortgaged Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all the Obligations Secured shall have been paid in full and this Mortgage shall have been terminated as provided herein. The proceeds of any foreclosure sale pursuant to this Section shall be applied first, to the payment of the costs of said sale, including reasonable attorney's and auctioneer's fees; second, to the payment of the Obligations Secured hereby secured, whether due or not, with the unpaid interest thereon to the date of sale, and any amount that may be due Mortgagee by virtue of any of the special liens or agreements herein contained; and, third, the balance, if any, to be paid over to Mortgagor, or as may otherwise be provided by law. To the extent permitted by applicable law, the Mortgagor hereby authorizes and

empowers the Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of the Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto. If an Event of Default exists, the Mortgagee shall have the option to proceed with foreclosure, either through the courts or by power of sale as provided for in this Mortgage, but without declaring the whole Obligations Secured due. Any such sale may be made subject to the unmatured part of the Obligations Secured, and such sale, if so made, shall not affect the unmatured part of the Obligations Secured, but as to such unmatured part of the Obligations Secured this Mortgage shall remain in full force and effect as though no sale had been made under this section. Several sales may be made hereunder without exhausting the right of sale for any remaining part of the Obligations Secured, whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Mortgaged Property for any matured part of the Obligations Secured without exhausting the power of foreclosure and the power to sell the Mortgaged Property for any other part of the Obligations Secured, whether matured at the time or subsequently maturing.

(c) Maximum Indebtedness. This Security Instrument is given to secure the Obligations Secured; provided, however, that notwithstanding anything to the contrary contained herein: (i) the maximum amount of the Obligations Secured by this Mortgage shall not exceed \$2,245,098.00 (the "Maximum Principal Amount"); and (ii) the limitation contained in this Section on the Maximum Principal Amount shall only pertain to Obligations Secured and shall not be construed as limiting the amount of interest, fees, expenses, indemnified amounts and other debt secured hereby that are not Obligations Secured, it being the intention of the parties to this Mortgage that this Mortgage shall secure any Obligations Secured remaining unpaid at the time of foreclosure up to the Maximum Principal Amount, plus interest thereon, all costs of collateral and all other amounts (except Obligations Secured in excess of the Maximum Principal Amount) included in the debt.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, this instrument is executed, under seal, on the dates set forth in the acknowledgment to be effective on the date first written in the preamble hereto.

MORTGAGOR:

FIREBIRD SFE I, LLC,
a Delaware limited liability company

By: 

Name: Joseph Gatti

Title: Vice President and Secretary

State of Texas

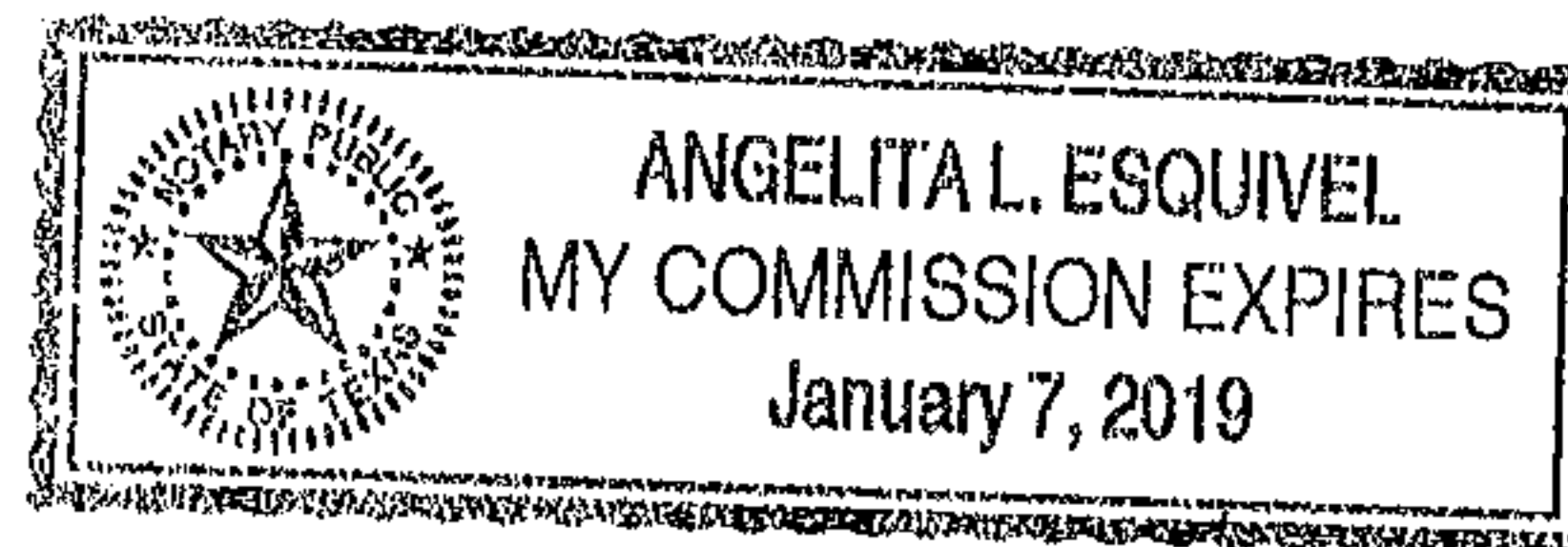
) SS.

County of Travis

I, Angelita Esquivel, a Notary Public in and for said aforesaid jurisdiction, hereby certify that Joseph Gatti, whose name as Vice President and Secretary of and on behalf of Firebird SFE I, LLC, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this this 6th day of May, 2016.

Angelita Esquivel
Notary Public
My Commission Expires:



[Signature Page]

Alabama Mortgage: FIREBIRD SFE I, LLC

EXHIBIT “A”

PROPERTY SCHEDULE

20160509000155380 05/09/2016 11:09:27 AM MORT 20/23

Count	Property ID	Property Address	City	Zip	State	County
1	AM-1007920	412 Daventry Circle	Calera	35040	AL	Shelby
2	AM-1008203	200 Stonecreek Pl	Calera	35040	AL	Shelby
3	AM-1017133	626 Waterford Ln	Calera	35040	AL	Shelby
4	AM-1015929	137 Love Ln	Sterrett	35147	AL	Shelby
5	AM-1008034	301 Crisfield Circle	Alabaster	35007	AL	Shelby
6	AM-1007620	708 Waterford Ln	Calera	35040	AL	Shelby
7	AM-1008156	2122 Timberline Dr	Calera	35040	AL	Shelby

LEGAL DESCRIPTIONS

EXHIBIT A-1

STREET ADDRESS: 412 DAVENTRY CIRCLE, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: AM-1007920
TAX PARCEL ID/APN: 28 3 05 1 002 037.000

LOT 65, ACCORDING TO THE SURVEY OF DAVENTRY, SECTOR II, AS RECORDED IN MAP BOOK 26, PAGE 4 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-2

STREET ADDRESS: 200 STONECREEK PL, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: AM-1008203
TAX PARCEL ID/APN: 28 3 06 0 004 024.000

LOT NUMBER, TWENTY FIVE (25), ACCORDING TO THE FINAL PLAT OF STONECREEK PHASE 3, AS RECORDED IN MAP BOOK 36, PAGE 37, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-3

STREET ADDRESS: 626 WATERFORD LN, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: AM-1017133
TAX PARCEL ID/APN: 22 8 34 1 005 002.000

LOT 573, ACCORDING TO THE SURVEY OF WATERFORD HIGHLANDS, SECTOR 4, PHASE I, AS RECORDED IN MAP BOOK 34, PAGE 73, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-4

STREET ADDRESS: 137 LOVE LN, STERRETT, AL, 35147
COUNTY: SHELBY
CLIENT CODE: AM-1015929
TAX PARCEL ID/APN: 08 9 32 1 002 125.000

LOT 126, ACCORDING TO THE SURVEY OF FINAL PLAT FOR THE VILLAGES AT WESTOVER SECTOR 1, AS RECORDED IN MAP BOOK 39, PAGE 9 A 7 9 B, THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-5

STREET ADDRESS: 301 CRISFIELD CIRCLE, ALABASTER, AL, 35007
COUNTY: SHELBY
CLIENT CODE: AM-1008034
TAX PARCEL ID/APN: 22 9 30 4 001 053.000

LOT 53, ACCORDING TO THE PLAT OF CHESAPEAKE SUBDIVISION AS RECORDED IN MAP BOOK 37, PAGE 123 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-6

STREET ADDRESS: 708 WATERFORD LN, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: AM-1007620
TAX PARCEL ID/APN: 22 7 35 2 003 003.000

LOT 363, ACCORDING TO THE SURVEY OF WATERFORD HIGHLANDS, SECTOR 1, AS RECORDED IN MAP BOOK 27, PAGE 137, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-7

STREET ADDRESS: 2122 TIMBERLINE DR, CALERA, AL, 35040
COUNTY: SHELBY
CLIENT CODE: AM-1008156
TAX PARCEL ID/APN: 34 3 06 3 002 013.000

LOT 113, ACCORDING TO THE SURVEY OF THE RESERVE AT TIMBERLINE, AS RECORDED IN MAP BOOK 34, PAGE 117 A, B, C AND D, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/09/2016 11:09:27 AM
\$3447.65 CHERRY
20160509000155380

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the official text.