

This instrument prepared by:

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STATE OF ALABAMA)

SHELBY COUNTY)


20160913000331430 1/13 \$1026.00
Shelby Cnty Judge of Probate: AL
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***MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALABAMA RECORDING TAX
PURPOSES IS \$650,000.00***

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

This **MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT** (this "Mortgage") is made as of September 8, 2016 by **ROBERT F. STANFORD**, an individual resident of the state of Alabama, and **FRANCES S. STANFORD**, an individual resident of the state of Alabama, husband and wife (individually and collectively, the "Mortgagor"), whose address is 2715 Saddle Creek Trail, Birmingham, Alabama 35242, for the benefit of **SERVISFIRST BANK**, an Alabama banking corporation ("Bank" or "Mortgagee"), whose address is 850 Shades Creek Parkway, Suite 200, Birmingham, Alabama 35209, Attention: Nic Balanis. Bank is the mortgagee hereunder for indexing purposes by the judge of probate.

RECITALS:

A. Bank made a loan to Mortgagor (the "Loan") that is presently evidenced by that certain Promissory Note dated the date hereof in the original principal amount of \$600,000.00 made by Mortgagor on a joint and several basis in favor of Bank (as amended from time to time, the "Note").

B. To induce Bank to make the Loan, Mortgagor agreed to execute and deliver this Mortgage as security for the repayment of the Note and the other Secured Obligations (as hereinafter defined).

WITNESSETH:

To secure payment and performance of (i) the Loan, (ii) the Note, (iii) all other Obligations (as defined in the Note), this Mortgage, the Guaranty (as defined in the Note) and any other Loan Documents (as defined in the Note) (collectively, the "Loan Documents"), and (iv) any and all other indebtedness and obligations of Mortgagor to Bank, whenever borrowed or incurred, whether or not reasonably contemplated by the Mortgagor and Bank as of the date hereof, and any renewals, extensions, novations, or modifications of any of the foregoing (collectively, the "Secured Obligations"), and in consideration of these premises and for other consideration, Mortgagor does hereby MORTGAGE, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY, with power of sale, unto Bank and its successors and assigns, all of Mortgagor's right, title and interest now owned or hereafter acquired in and to the following (collectively, the "Property"): (i) all that certain tract of land in the County of Shelby, State of Alabama

described on EXHIBIT A attached hereto and made part hereof (the "Land"); (ii) all buildings and improvements now or hereafter erected on the Land (the "Improvements"); (iii) all estates, rights, tenements, hereditaments, privileges, easements and appurtenances of any kind benefiting the Land; all means of access to and from the Land, whether public or private; and all water and mineral rights; (iv) all fixtures, machinery, equipment and other articles of real, personal or mixed property attached to, situated or installed in or upon, or used in the operation or maintenance of, the Land or any Improvement situated thereon, whether or not such real, personal or mixed property is or shall be affixed to the Land or any Improvement; (v) all building materials, building machinery and building equipment delivered on site to the Land during the course of, or in connection with, any construction, repair or renovation of the Improvements situated or to be situated thereon; (vi) all leases, licenses or occupancy agreements of all or any part of the Land or the Improvements and all extensions, renewals and modifications thereof, and any options, rights of first refusal or guarantees relating thereto; all rents, income, revenues, security deposits, issues, profits, awards and payments of any kind payable under the leases or otherwise arising from the Land; (vii) all contract rights, accounts receivable and general intangibles relating to the Land or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits relating to the Land or the Improvements; all maps, plans, surveys and specifications relating to the Land; all warranties and guaranties relating to the Land or the Improvements; all permits, licenses and approvals relating to the Land or the Improvements; and all insurance policies relating to the Land or the Improvements; and (viii) all "proceeds" of any of the above-described property, which term shall have the meaning given to it in the Uniform Commercial Code in effect in the State of Alabama (as modified from time to time, the "UCC"), whether cash or non-cash, and including insurance proceeds and condemnation awards; and all replacements, substitutions and accessions thereof. The lien of this Mortgage automatically will attach to any further, greater or different estate, rights, titles or interests in or to any of the Property at any time hereafter acquired by Mortgagor by whatsoever means and without any further action or filing or recording on the part of Mortgagor or Bank or any other person.

In the event that Mortgagor is the owner of a leasehold estate with respect to any portion of the Property and Mortgagor obtains a fee estate in such portions of the Property, then, such fee estate shall automatically, and without further action of any kind on the part of the Mortgagor, be and become subject to the security title and lien of this Mortgage.

TO HAVE AND TO HOLD the Property and all the estate, right, title and interest, in law and in equity, of Mortgagor's in and to the Property unto Bank, and its successors and assigns, forever.

Mortgagor WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Property, in fee simple, absolute, that Mortgagor has the legal right to convey and encumber the same, and that the Property is free and clear of all liens and encumbrances other than those listed as encumbrances on the mortgagee's title policy issued to Bank and insuring this Mortgage (collectively, "Permitted Encumbrances"). Mortgagor further warrants and will forever defend all and singular the Property and title thereto to Bank and Bank's successors and assigns, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if (i) all the Secured Obligations are paid in full and (ii) each and every representation, warranty, agreement, covenant and condition of this Mortgage and the other Loan Documents are complied with and abided by, then this Mortgage and the estate hereby created shall cease and be null, void, and canceled of record.

To protect the security of this Mortgage, Mortgagor further represents and agrees with Bank as follows:

Payment of Secured Obligations. That the Secured Obligations shall be timely paid and performed.

Future Advances. This Mortgage is given to secure not only existing Secured Obligations, but also future advances. The principal that may be so secured may decrease or increase from time to time, but the total amount so secured at any one time shall not exceed \$650,000.00, plus all interest, costs, reimbursements, fees and expenses due under this Mortgage and secured hereby. Mortgagor shall not execute any document that impairs or otherwise impacts the priority of any existing or future Secured Obligations secured by this Mortgage. Nothing herein obligates Bank to provide credit in excess of the amount advanced under the Note or to re-advance any Secured Obligations that are repaid.

Grant of Security Interest in Personal Property. This Mortgage constitutes a security agreement under the UCC and shall be deemed to constitute a fixture financing statement. Mortgagor hereby grants a security interest in any personal property included in the Property (the "Personal Property"). On request of Bank, Mortgagor will execute one or more UCC Financing Statements in form satisfactory to Bank and will pay all costs and expenses of filing the same in all public filing offices, where filing is deemed desirable by Bank. Bank is authorized to file UCC Financing Statements relating to the Property without Mortgagor's signature where permitted by law. Mortgagor appoints Bank as its attorney-in-fact to execute such documents necessary to perfect Bank's security interest on Mortgagor's behalf (including, without limitation, all UCC Financing Statements, Amendments and Continuation Statements). The appointment is coupled with an interest and shall be irrevocable as long as any Secured Obligations remain outstanding.

The filing of a financing statement covering the Personal Property shall not be construed to derogate from or impair the lien or provisions of this Mortgage with respect to any property described herein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in any financing statement shall be construed to alter any of the rights of Bank under this Mortgage or the priority of Bank's lien created hereby, and such financing statement is declared to be for the protection of Bank in the event any court shall at any time hold that notice of Bank's priority interest in any property or interests described in this Mortgage must, in order to be effective against a particular class of persons, including but not limited to the Federal government and any subdivision, agency or entity of the Federal government, be filed in the UCC records.

Leases, Subleases and Easements. Mortgagor shall maintain, enforce and cause to be performed all of the terms and conditions under any lease, sublease or easement which may constitute a portion of the Property. Mortgagor shall not, without the consent of Bank, enter into any lease of all or any portion of the Property, agree to the cancellation or surrender under any lease of all or any portion of the Property, agree to prepayment of rents, issues or profits (other than rent paid at the signing of a lease or sublease), modify any such lease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported lease, cancellation, surrender, prepayment or modification made without the consent of Bank shall be void as against Bank. Mortgagor hereby represents and warrants to Bank that Mortgagor has good title to the leases, subleases, easements and rents therefrom assigned to Bank under this Mortgage and good right to assign the same, and no other person, corporation or entity has any right, title or interest in them.

Required Insurance. Mortgagor shall keep the Property continuously insured, in such manner and with such companies as may be satisfactory to the Bank, against loss by flood (if the Property is located in a flood-prone area), fire, windstorm, vandalism and malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable (pursuant to loss payable clauses in form and content satisfactory to the Bank) to the Bank, as its interests may appear. Such insurance shall be in an amount at least equal to the full insurable value of the

Property unless the Bank agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor shall be delivered to, and held by, the Bank until the Secured Obligations are paid in full. The original insurance policy and all replacements therefor must provide that they may not be canceled without the insurer's giving at least thirty (30) days' prior written notice of such cancellation to the Bank. If requested by the Bank, to further secure the payment of taxes, assessments and premiums on the insurance required herein, the Mortgagor shall deposit with the Bank on the day monthly installments of principal or interest, or both, are due under the Loan Documents (or on another day designated in writing by the Bank), until the Secured Obligations are paid in full, an additional amount sufficient to accumulate with the Bank the entire sum required to pay, when due, all taxes and assessments against the Property and the premiums for all insurance required herein, all as reasonably estimated from time to time by the Bank. Such amount shall be held by the Bank free of any liens or claims on the part of creditors of the Mortgagor and as part of the security of the Bank, and shall be used by the Bank to pay taxes and assessments and insurance premiums on the Property as the same accrue and are payable. Payments requested under this provision shall be supplemented or adjusted as required by Bank from time to time. Such funds may be commingled with the general funds of Bank and shall not earn interest. Upon the occurrence of a Default (as hereinafter defined), Bank may apply such funds to pay any of the Secured Obligations. The Mortgagor hereby agrees to execute any additional documents that may be deemed necessary by the Bank at any time to more fully describe the monthly escrows contemplated herein.

Mortgagor hereby assigns and pledges to Bank, as further security for the payment of the Secured Obligations, each and every policy of hazard insurance now or hereafter in effect which insures the Property, or any part thereof (including without limitation the Personal Property and Improvements, or any part thereof), together with all right, title and interest of the Mortgagor in and to each and every such policy, including, but not limited to, all the Mortgagor's right, title and interest in and to any premiums paid on each such policy, including all rights to return premiums. If the Mortgagor fails to keep the Property insured as specified above then, at the election of the Bank and without notice to any person, the Bank may, but shall not be obligated to, insure the Property for its full insurable value (or for such lesser amount as the Bank may wish) against such risks of loss and for its own benefit.

Insurance Proceeds. After occurrence of any loss to any of the Property, Mortgagor shall give immediate written notice thereof to Bank. Bank is hereby authorized by Mortgagor to make proof of loss if not promptly made by Mortgagor, settle, adjust or compromise any claims for loss or damage under any policy or policies for insurance. Mortgagor hereby appoints Bank as its attorney-in-fact to receive and endorse any insurance proceeds to Bank, which appointment is coupled with an interest and shall be irrevocable as long as any Secured Obligation remains unsatisfied. The proceeds from such insurance (less the costs of collecting the same), if collected, shall be credited against the Secured Obligations, or, at the election of the Bank, such proceeds may be used to purchase additional Personal Property to replace Personal Property which has been damaged or destroyed and to repair or reconstruct the Improvements. Nothing herein shall be deemed to excuse Mortgagor from restoring, repairing and maintaining the Property as required herein. Mortgagor shall pay the costs of collection, including attorneys' fees, of insurance proceeds payable on account of such damage or destruction. Mortgagor shall have no claim against the insurance proceeds, or be entitled to any portion thereof. All amounts spent by the Bank for insurance or for the payment of Impositions (as defined below) or for environmental testing or remediation shall become a debt due by the Mortgagor to the Bank and at once payable, without demand upon, or notice to, the Mortgagor, and shall be secured by this Mortgage, and shall bear interest at the Default Rate (as defined in the Note), or the highest rate permitted by law, whichever is less, from the date of payment by the Bank until paid by the Mortgagor.

Impositions; Escrow Deposit. Mortgagor will pay all taxes, levies, assessments and other fees and charges imposed upon or which may become a lien upon the Property under any law or ordinance (all

of the foregoing collectively "Impositions") before they become delinquent and in any event in the same calendar year in which they first become due. Upon request of Bank, to further secure the payment of the Secured Obligations, the Mortgagor shall deposit with the Bank on the day monthly installments of principal or interest, or both, are due under the Loan Documents (or on another day designated in writing by the Bank), until the Secured Obligations are paid in full, the amount estimated by Bank to be sufficient to enable Bank to pay, as they come due, all Impositions and insurance premiums which Mortgagor is required to pay hereunder. Payments requested under this provision shall be supplemented or adjusted as required by Bank from time to time. Such funds may be commingled with the general funds of Bank and shall not earn interest. Upon the occurrence of a Default, Bank may apply such funds to pay any of the Secured Obligations.

Use of Property. Mortgagor shall use and operate, and require any lessees or licensees to use and operate, the Property in compliance with (i) all applicable laws (including, without limitation, the Americans with Disabilities Act and the Fair Housing Act) and ordinances, covenants, and restrictions, and (ii) all applicable requirements of any lease or sublease now or hereafter affecting the Property. Mortgagor shall not permit any unlawful use of the Property or any use that may give rise to a claim of forfeiture of any of the Property. Mortgagor shall not allow changes in the stated use of Property from that disclosed to Bank at the time of execution hereof. Mortgagor shall not initiate or acquiesce to a zoning change of the Property without prior notice to, and written consent of, Bank.

Maintenance, Repairs and Alterations. Mortgagor shall keep and maintain the Property in good condition and repair and fully protected from the elements to the satisfaction of Bank. Mortgagor will not remove, demolish or structurally alter any of the buildings or other improvements on the Property (except such alterations as may be required by laws, ordinances or regulations) without the prior written consent of Bank. Mortgagor shall immediately notify Bank in writing of any material loss, damage or adverse condition affecting the Property.

Eminent Domain. Should the Property or any interest therein be taken or damaged by reason of any public use or improvement or condemnation proceeding ("Condemnation"), or should Mortgagor receive any notice or other information regarding such Condemnation, Mortgagor shall give immediate written notice thereof to Bank. Bank shall be entitled to all compensation, awards and other payments or relief granted in connection with such Condemnation and, at its option, may commence, appear in and prosecute in its own name any action or proceedings relating thereto. Bank shall be entitled to make any compromise or settlement in connection with such taking or damage. All compensation, awards, and damages awarded to Mortgagor related to any Condemnation (the "Proceeds") are hereby assigned to Bank and Mortgagor agrees to execute such further assignments of the Proceeds as Bank may require. Bank shall have the option of applying or paying the Proceeds in the same manner as insurance proceeds as provided herein. Mortgagor appoints Bank as its attorney-in-fact to receive and endorse the Proceeds to Bank, which appointment is coupled with an interest and shall be irrevocable as long as any Secured Obligations remain unsatisfied.

Environmental Condition of Property and Indemnity. Mortgagor warrants and represents to Bank that: (i) Mortgagor has inspected and is familiar with the environmental condition of the Property; (ii) the Property and Mortgagor, and any other occupants of the Property, are in compliance with and shall continue to be in compliance with all applicable federal, state and local laws and regulations intended to protect the environment and public health and safety as the same may be amended from time to time (collectively, "Environmental Laws"); (iii) the Property is not and has never been used to generate, handle, treat, store or dispose of, in any quantity, oil, petroleum products, hazardous or toxic substances, hazardous waste, regulated substances or hazardous air pollutants ("Hazardous Materials") in violation of any Environmental Laws; (iv) no Hazardous Materials (including asbestos, mold or lead paint in any form) are located on or under the Property or emanate from the Property; (v) there are no unregistered

underground storage tanks on the Property that are subject to any underground storage tank registration laws or regulations; (vi) no notice has been received with regard to any Hazardous Material on the Property; (vii) no action, investigation or proceeding is pending or to Mortgagor's knowledge threatened which seeks to enforce any right or remedy against Mortgagor or the Property under any Environmental Law; and (viii) all licenses, permits and other governmental or regulatory actions necessary for the Property to comply with Environmental Laws shall be obtained and maintained and Mortgagor shall assure compliance therewith.

Further, Mortgagor represents to Bank that no portion of the Property is a protected wetland. Mortgagor agrees to notify Bank immediately upon receipt of any citations, warnings, orders, notices, consent agreements, process or claims alleging or relating to violations of any Environmental Laws or to the environmental condition of the Property and shall conduct and complete all investigations and all cleanup actions necessary to comply with the Environmental Laws and to remove, in accordance with Environmental Laws, any Hazardous Materials from the Property.

Mortgagor shall indemnify, hold harmless, and defend Bank and its employees, directors, agents, attorneys, representatives, successors and assigns (each, an "Indemnified Party") from and against any and all damages, penalties, fines, claims, suits, liabilities, costs, judgments and expenses, including attorneys', consultants' or experts' fees of every kind and nature incurred, suffered by or asserted against an Indemnified Party as a direct or indirect result of: (i) representations made by Mortgagor in this Mortgage being or becoming untrue in any material respect; (ii) Mortgagor's and/or the Property's violation of or failure to meet the requirements of any Environmental Laws; or (iii) Hazardous Materials which exist on or under the Property. Bank shall have the right to arrange for or conduct environmental inspections of the Property from time to time (including the taking of soil, water, air or material samples). The cost of such inspections made after a Default or which are required by laws or regulations applicable to Bank shall be borne by Mortgagor. However, Mortgagor's indemnity shall not apply to any negligent or intentional act of Bank which takes place after foreclosure or satisfaction of this Mortgage. These indemnification obligations are in addition to the indemnification provisions contained elsewhere in this Mortgage, including the "**Indemnification**" section below. Mortgagor's obligations under this section shall continue, survive and remain in full force and effect notwithstanding the repayment of the Secured Obligations, a foreclosure of or exercise of power of sale under this Mortgage, a delivery of a deed in lieu of foreclosure, a cancellation or termination of record of this Mortgage and/or the transfer of the Property.

Inspections. Bank, or its representatives or agents, are authorized to enter at any reasonable time upon any part of the Property for the purpose of inspecting the Property and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

Liens and Subrogation. Mortgagor shall pay and promptly discharge all liens, claims and encumbrances upon the Property (other than Permitted Encumbrances). Mortgagor shall have the right to contest in good faith the validity of any such lien, claim or encumbrance, provided: (i) such contest suspends the collection thereof or there is no danger of the Property being sold or forfeited while such contest is pending; (ii) Mortgagor first deposits with Bank a bond or other security satisfactory to Bank in such amounts as Bank shall reasonably require; and (iii) Mortgagor thereafter diligently proceeds to cause such lien, claim or encumbrance to be removed and discharged.

Bank shall be subrogated to any liens, claims and encumbrances against Mortgagor or the Property that are paid or discharged through payment by Bank or with loan proceeds, notwithstanding the record cancellation or satisfaction thereof.

Waiver of Mortgagor's Rights. To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before

sale of any portion of the Property, (ii) in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or any of the other Secured Obligations, and (iii) any rights to hearing prior to the exercise by Bank of any right, power or remedy provided to Bank herein, in any other Loan Document, at law or in equity.

To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or seek to take the benefit or advantage of any law now or hereafter in force providing for any exemption (including homestead exemption), appraisement, valuation, stay, extension or redemption, and Mortgagor for itself and its heirs, devisees, representatives, successors and assigns, and for any and all persons claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of valuation, appraisement, redemption, stay of execution, the benefit of all exemption laws, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created. Mortgagor hereby further (i) waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state (including the State of Alabama), in and to the Property as against the collection of the Secured Obligations, or any part thereof, and (ii) waives any and all notices including, without limitation, any notice of intention to accelerate and of acceleration of the Secured Obligations.

Purpose of Secured Obligations. Mortgagor represents, acknowledges and agrees that (i) the proceeds of the Secured Obligations are to be used by Mortgagor to make the Capital Contribution (as defined in the Note), which is a legitimate business or commercial purpose, and for additional purposes permitted by the Note and (ii) that the Secured Obligations were not primarily obtained for, and shall not primarily be used for, personal, family, household or agricultural purposes within the meaning of the Federal Truth-in-Lending Act or Regulation Z of the Bureau of Consumer Financial Protection issued pursuant thereto.

Payments by Bank. In the event of a Default, including a default in the timely payment or performance of any of the Secured Obligations, Bank, at its option and without any duty on its part to determine the validity or necessity thereof, may pay the sums for which Mortgagor is obligated. Further, Bank may pay such sums as Bank deems appropriate for the protection and maintenance of the Property, including, without limitation, sums to pay Impositions and other levies, assessments or liens, maintain insurance, make repairs, secure the Property, maintain utility service, intervene in any Condemnation and pay attorneys' fees and other fees and costs to enforce this Mortgage or protect the lien hereof (including foreclosure) or collect the Secured Obligations, without limitation, including those incurred in any proceeding including bankruptcy or arbitration. Any amounts so paid shall bear interest at the Default Rate and shall be secured by this Mortgage.

Indemnification. Mortgagor shall protect, indemnify and save harmless each Indemnified Party from and against all losses, liabilities, obligations, claims, damages, penalties, fines, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") imposed upon, incurred by or asserted or assessed against an Indemnified Party on account of or in connection with (i) the Loan Documents or any failure or alleged failure of Mortgagor to comply with any of the terms of, or the inaccuracy or breach of any representation in, the Loan Documents; (ii) the Property or any claim of loss or damage to the Property or any injury or claim of injury to, or death of, any person or property that may be occasioned by any cause whatsoever pertaining to the Property or the use, occupancy or operation thereof, (iii) any failure or alleged failure of Mortgagor to comply with any law, rule or regulation applicable to it or to the Property or the use, occupancy or operation of the Property (including, without limitation, the failure to pay any taxes, fees or other charges), (iv) any Damages whatsoever by reason of any alleged action, obligation or undertaking of an Indemnified Party relating in any way to or any matter contemplated by the Loan Documents, (v) any claim for brokerage fees or such other commissions relating to the Property or any other Secured

Obligations, or (vi) any and all liability arising from any leases related to the Property. Nothing contained herein shall require Mortgagor to indemnify Bank for any Damages resulting from Bank's gross negligence or its willful and wrongful acts, and such indemnity shall be effective only to the extent of any Damages that may be sustained by Bank in excess of any net proceeds received by it from any insurance of Mortgagor (other than self-insurance) with respect to such Damages. The indemnity provided for herein shall survive payment of the Secured Obligations and shall extend to the officers, directors, employees and duly authorized agents of Bank. In the event Bank incurs any Damages arising out of or in any way relating to the transaction contemplated by the Loan Documents (including any of the matters referred to in this section), the amounts of such Damages shall be added to the Secured Obligations, shall bear interest, to the extent permitted by law, at the Default Rate from the date incurred until paid and shall be payable on demand.

Assignment of Rents. Mortgagor hereby absolutely assigns and transfers to Bank all the leases, rents, issues and profits of the Property (collectively "Rents"). Although this assignment is effective immediately, so long as no Default exists, Bank gives to and confers upon Mortgagor the privilege under a revocable license to collect as they become due, but not prior to accrual, the Rents and to demand, receive and enforce payment, give receipts, releases and satisfactions, and sue in the name of Mortgagor for all such Rents. Mortgagor represents there has been no prior assignment of leases or Rents, except where such assignment is a Permitted Encumbrance, and agrees not to further assign such leases or Rents. Upon any occurrence of Default, the license granted to Mortgagor herein shall be automatically revoked without further notice to or demand upon Mortgagor, and Bank shall have the right, in its discretion, without notice, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations, (i) to enter upon and take possession of the Property, (ii) notify tenants, subtenants and any property manager to pay Rents to Bank or its designee, and upon receipt of such notice such persons are authorized and directed to make payment as specified in the notice and disregard any contrary direction or instruction by Mortgagor, and (iii) in its own name, sue for or otherwise collect Rents, including those past due, and apply Rents, less costs and expenses of operation and collection, including attorneys' fees, to the Secured Obligations in such order and manner as Bank may determine or as otherwise provided for herein. Bank's exercise of any one or more of the foregoing rights shall not cure or waive any Default or notice of Default hereunder.

Due on Sale or Further Encumbrance or Transfer of an Interest in Mortgagor. Without the prior written consent of Bank in each instance, Mortgagor shall not (i) sell, convey, transfer or encumber the Property, or any part thereof or interest therein, whether legal or equitable, (ii) cause or permit any transfer of the Property or any part thereof, whether voluntarily, involuntarily or by operation of law, or (iii) enter into any agreement or transaction to transfer, or accomplish in form or substance a transfer, of the Property. A "transfer" of the Property includes: (a) the direct or indirect sale, transfer or conveyance of the Property or any portion thereof or interest therein; (b) the execution of an installment sale contract or similar instrument affecting all or any portion of the Property; and (c) an agreement by Mortgagor leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of or the grant of a security interest in and to any Leases.

Bank's consent to any conveyance or encumbrance may be conditioned upon an increase in the interest rate specified in the Note and/or any other Secured Obligations, an extension or curtailment of the maturity of the Secured Obligations, or other modification of the Note, this Mortgage or any other Loan Document.

Remedies of Bank on Default. Failure of Mortgagor or any other person (including Borrower) liable to timely pay or perform any of the Secured Obligations, any "default" or "event of default" under any of the Loan Documents (including, without limitation, any Event of Default under the Note) or a violation of the preceding section is a default under this Mortgage (each, a "Default"). Upon the

occurrence of a Default, the following remedies are available, without limitation, to Bank: (i) Bank may exercise any or all of Bank's remedies under this Mortgage or other Loan Documents including, without limitation, acceleration of the maturity of all payments and Secured Obligations; (ii) Bank may take immediate possession of the Property or any part thereof (which Mortgagor agrees to surrender to Bank) and manage, control or lease the same to such persons and at such rental as it may deem proper and collect and apply Rents to the payment of: (a) the Secured Obligations, together with all costs and attorneys' fees; (b) all Impositions and any other levies, assessments or liens which may be prior in lien or payment to the Secured Obligations, and premiums for insurance, with interest on all such items; and (c) the cost of all alterations, repairs, replacements and expenses incident to taking and retaining possession of the Property and the management and operation thereof; all in such order or priority as Bank in its sole discretion may determine. The taking of possession shall not prevent concurrent or later proceedings for the foreclosure sale of the Property; (iii) Bank may apply to any court of competent jurisdiction for the appointment of a receiver for all purposes including, without limitation, to manage and operate the Property or any part thereof, and to apply the Rents therefrom as hereinabove provided. In the event of such application, Mortgagor consents to the appointment of a receiver, and agrees that a receiver may be appointed without notice to Mortgagor, without regard to whether Mortgagor has committed waste or permitted deterioration of the Property, without regard to the adequacy of any security for the Secured Obligations, and without regard to the solvency of Mortgagor or any other person, firm or corporation who or which may be liable for the payment of the Secured Obligations; (iv) Bank may sell all or part of the Property (referred to as "Sale") pursuant to power of sale (which is hereby granted) by public sale conducted at the courthouse door in the county in which any part of the Property is located after publishing once a week for three successive weeks in some newspaper published in such county notice of such Sale providing the time of such Sale, and republish and conduct in the same manner additional Sales as may be required until all of the Property is sold or the Secured Obligations are satisfied; (v) With respect to any portion of the Property governed by the UCC, Bank shall have all of the rights and remedies of a secured party thereunder. Bank may elect to foreclose upon any Property that is fixtures under law applicable to foreclosure of interests in real estate or law applicable to personal property; (vi) Bank may bid at Sale and may accept, as successful bidder, credit of the bid amount against the Secured Obligations as payment of any portion of the purchase price; and (vii) Bank shall apply the proceeds of Sale, first to any fees or attorney fees permitted Bank by law in connection with Sale, second to expenses of foreclosure, publication, and sale permitted Bank by law in connection with Sale, third to the Secured Obligations, and any remaining proceeds as required by law.

Miscellaneous Provisions. Mortgagor agrees to the following: (i) All remedies available to Bank with respect to this Mortgage or available at law or in equity shall be cumulative and may be pursued concurrently or successively. No delay by Bank in exercising any remedy shall operate as a waiver of that remedy or of any Default. Any payment by Bank or acceptance by Bank of any partial payment shall not constitute a waiver by Bank of any Default; (ii) Mortgagor represents that Mortgagor (a) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated; and (b) has the power and authority to execute, deliver and perform all of its obligations under this Mortgage and any other Loan Document to which it is a party; (iii) The provisions hereof shall be binding upon Mortgagor and its successors and assigns, including, without limitation, subsequent owners of the Property or any part thereof, and shall be inure to the benefit of Bank, its successors and assigns and any future holder of the Note or other Secured Obligations; (iv) Any notices, demands or requests shall be sufficiently given Mortgagor if in writing and mailed or delivered to the address of Mortgagor shown above or to another address as provided herein and to Bank if in writing and mailed or delivered to the address of Bank shown above or to such other address as Bank may specify from time to time and in the event that Mortgagor changes Mortgagor's address at any time prior to the date the Secured Obligations are paid in full, Mortgagor shall promptly give written notice of such change of address by registered or certified mail, return receipt requested, all charges prepaid; (v) This Mortgage may not be changed, terminated or modified orally or in any manner other than by an instrument in

writing signed by the Mortgagor and Bank; (vi) The captions or headings at the beginning of each paragraph hereof are for the convenience of the parties and are not a part of this Mortgage; (vii) The terms "including," "such as" and terms of similar import shall not be construed to imply the exclusion of other specific elements or examples and shall be deemed to be followed by the phrase "without limitation"; (viii) Pronouns of one gender shall be deemed to include the plural and vice-versa unless the context clearly requires otherwise; (ix) This Mortgage shall not be more strictly construed against one party rather than the other, whether by being deemed the drafter of such Agreement or otherwise; (x) If the lien of this Mortgage is invalid or unenforceable as to any part of the Secured Obligations, the unsecured portion of the Secured Obligations shall be completely paid (and all payments made shall be deemed to have first been applied to payment of the unsecured portion of the Secured Obligations) prior to payment of the secured portion of the Secured Obligations and if any clause, provision or obligation hereunder is determined invalid or unenforceable the remainder of this Mortgage shall be construed and enforced as if such clause, provision or obligation had not been contained herein; (xi) This Mortgage shall be governed by and construed under the laws of the jurisdiction where this Mortgage is recorded; and (xii) Mortgagor by execution and Bank by acceptance of this Mortgage agree to be bound by the terms and provisions hereof.

LIMITATION ON LIABILITY; WAIVER OF PUNITIVE DAMAGES. EACH OF THE PARTIES HERETO, INCLUDING BANK BY ACCEPTANCE HEREOF, AGREES THAT IN ANY JUDICIAL, MEDIATION OR ARBITRATION PROCEEDING OR ANY CLAIM OR CONTROVERSY BETWEEN OR AMONG THEM THAT MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THIS MORTGAGE, THE LOAN DOCUMENTS OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN OR AMONG THEM OR THE OBLIGATIONS EVIDENCED HEREBY OR RELATED HERETO, IN NO EVENT SHALL ANY PARTY HAVE A REMEDY OF, OR BE LIABLE TO THE OTHER FOR, (1) INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR (2) PUNITIVE OR EXEMPLARY DAMAGES. EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY MAY HAVE OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY SUCH PROCEEDING, CLAIM OR CONTROVERSY, WHETHER THE SAME IS RESOLVED BY ARBITRATION, MEDIATION, JUDICIALLY OR OTHERWISE.

Final Agreement. This Mortgage and the other Loan Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent agreements of the parties. There are no unwritten agreements between the parties.

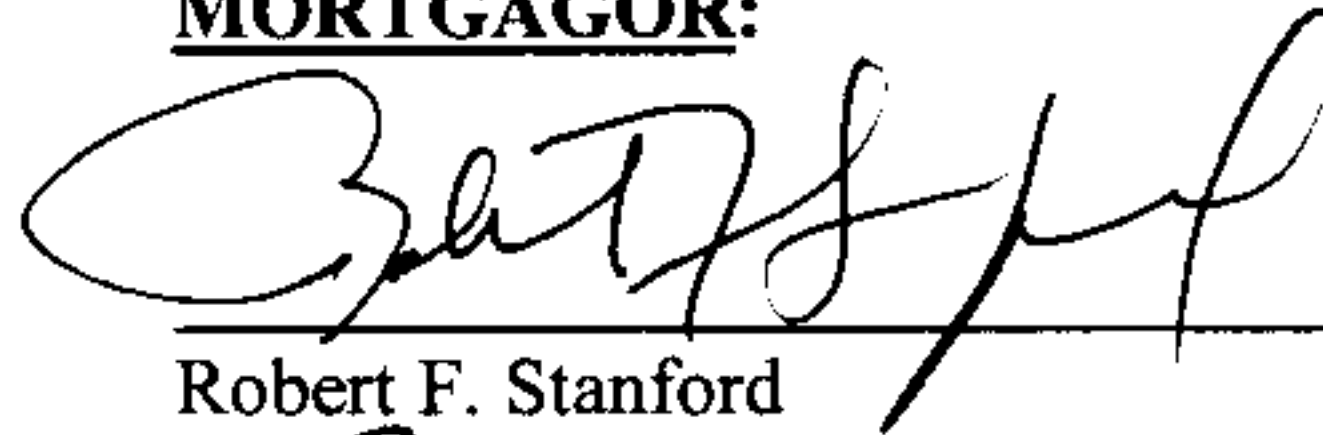
WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR BY EXECUTION HEREOF AND BANK BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE LOAN DOCUMENTS OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS DEED, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO BANK TO ACCEPT THIS MORTGAGE.

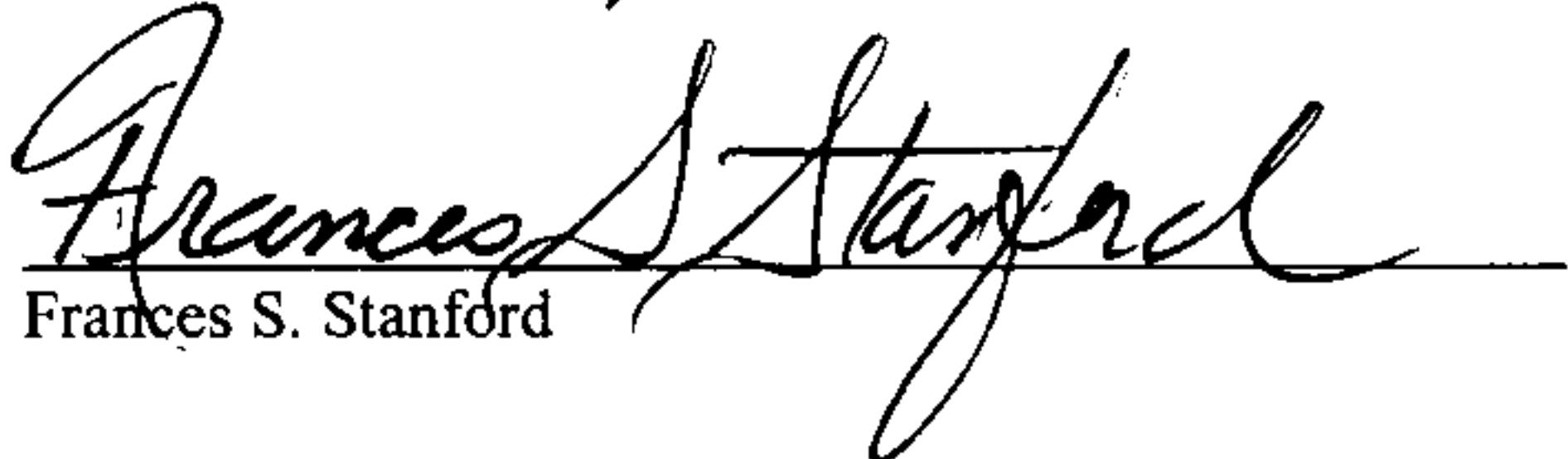
(Signatures appear on following page.)


20160913000331430 10/13 \$1026.00
Shelby Cnty Judge of Probate. AL
09/13/2016 08:05:10 AM FILED/CERT

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage with the intention that this Mortgage will be effective as of the date first above written.

MORTGAGOR:


Robert F. Stanford

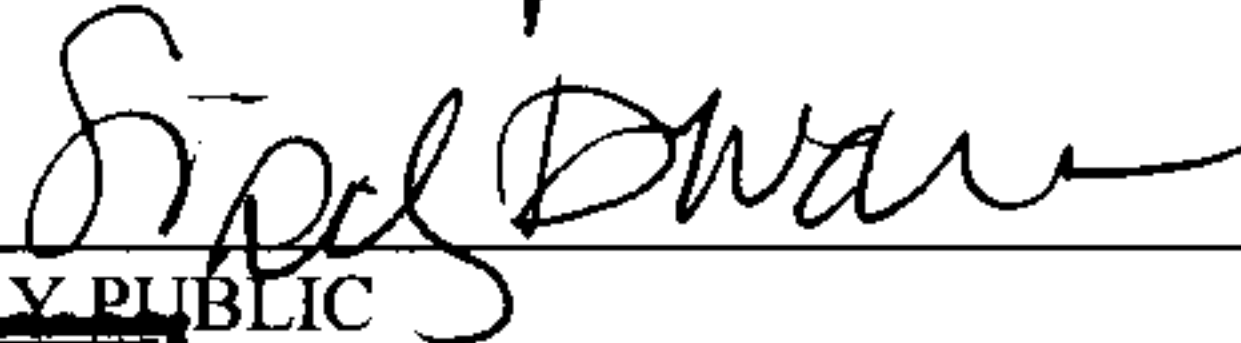

Frances S. Stanford

STATE OF ALABAMA)

COUNTY OF Jefferson

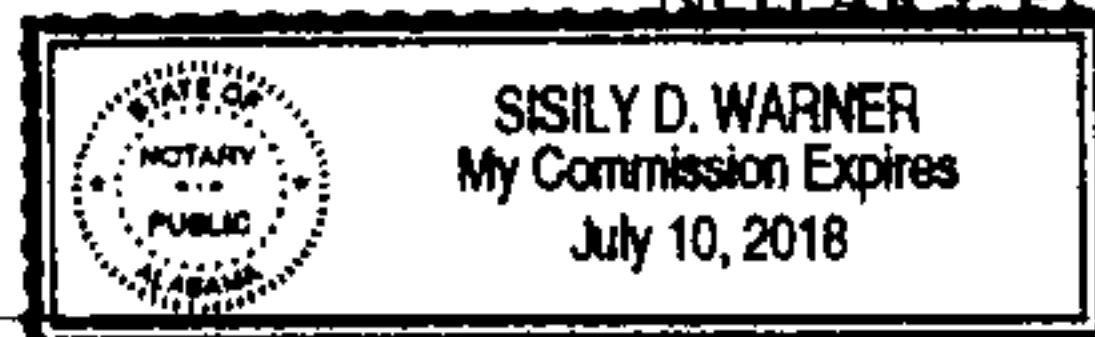
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Robert F. Stanford**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 8 day of September 2016.


NOTARY PUBLIC

(SEAL)

My Commission Expires: _____




20160913000331430 11/13 \$1026.00
Shelby Cnty Judge of Probate, AL
09/13/2016 08:05:10 AM FILED/CERT

STATE OF ALABAMA)

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Frances S. Stanford**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 8 day of September, 2016.

Sisily D. Warner
NOTARY PUBLIC

(SEAL)

My Commission Expires: _____



20160913000331430 12/13 \$1026.00
Shelby Cnty Judge of Probate, AL
09/13/2016 08:05:10 AM FILED/CERT

EXHIBIT A

This EXHIBIT A is attached to a certain Mortgage, Assignment of Rents and Security Agreement by Robert F. Stanford and Frances S. Stanford in favor of ServisFirst Bank.

Being all of that certain property located in Shelby County, Alabama and being more particularly described as follows:

Lot 1-E according to the Survey of Saddle Creek Acres as recorded in Map Book 14, Page 8, in the Office of Judge of Probate of Shelby County, Alabama.

LESS AND EXCEPT:

A parcel of land situated in part of the Southwest quarter of the Northeast quarter of Section 22, Township 18 South, Range 1 West and also being a part of Lot 1-E in Saddle Creek Acres as recorded in Map Book 14 on Page 8, in the Office of the Judge of Probate, Shelby County, Alabama, (the "Probate Office"), being more particularly described as follows:

Begin at a 5/8" rebar locally accepted to be the Southwest corner of said quarter-quarter section; thence run North along the West line of said quarter-quarter section for a distance of 1,333.44 feet to a 5/8" rebar and cap; thence turn an angle to the right of 89 degrees, 22 minutes, 24 seconds and run in a Easterly direction along the North line of said quarter-quarter section for a distance of 1,321.06 feet to a 3/8" rebar found; thence turn an angle to the right of 90 degrees, 28 minutes, 00 seconds and run in a Southerly direction along the East line of said quarter-quarter section for a distance of 923.72 feet to an iron pin set; thence turn an angle to the right of 114 degrees, 26 minutes, 19 seconds and run in a Northwesterly direction for a distance of 380.92 feet to an iron pin set; thence turn an angle to the left of 21 degrees, 36 minutes, 56 seconds and run in a Westerly direction for a distance of 69.01 feet to an iron pin set; thence turn an angle to the right of 25 degrees, 59 minutes, 52 seconds and run in a Northwesterly direction for a distance of 129.02 feet to an iron pin set; thence turn an angle to the left of 83 degrees, 53 minutes, 42 seconds and run in a Southwesterly direction for a distance of 205.10 feet to an iron pin set; thence turn an angle to the right of 11 degrees, 54 minutes, 55 seconds and run in Southwesterly direction for a distance of 139.64 feet to an iron pin set; thence turn an angle to the left of 09 degrees, 01 minutes, 56 seconds and run in a Southwesterly direction for a distance of 477.66 feet to an iron pin set on the South line of said quarter-quarter section; thence turn an angle to the right of 51 degrees, 39 minutes, 53 seconds and run in a Westerly direction along the South line of said quarter-quarter section for a distance 283.88 feet to the point of beginning.


20160913000331430 13/13 \$1026.00
Shelby Cnty Judge of Probate, AL
09/13/2016 08:05:10 AM FILED/CERT