This Instrument Prepared by:

Matthew D. Evans Esq.
Marks & Associates
400 Century Park South, Suite 100
Birmingham, Alabama 35226

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NOTICE TO RECORDER: THIS DOCUMENT CONTAINS A FIXTURE FILING IN ACCORDANCE WITH SECTION 7-9A-334(h) AND SHOULD BE FILED AND INDEXED IN THE REAL ESTATE RECORDS NOT ONLY AS A MORTGAGE, BUT ALSO AS A FIXTURE FILING.

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (the "Mortgage"), is made and entered into as of February 13, 2017, by **MI CASA FINDER LLC**, an Alabama limited liability company, whose address is 924 Colesbury Circle, Pelham, Alabama 35124 (the "Borrower"), in favor of **SERVISFIRST BANK**, an Alabama banking corporation, whose address is c/o ServisFirst Bank, 850 Shades Creek Parkway, Suite 200, Birmingham, Alabama 35209, Attention: Mr. Cameron Bishop (the "Bank"). Capitalized terms used herein but not defined shall have the meaning ascribed to such terms in that certain Revolving Note of even date herewith, executed and delivered by Borrower in favor of Bank in the original principal amount of $115,000.00 (as amended from time to time, the "Note").

WITNESSETH:

WHEREAS, Borrower is justly indebted to Bank in the maximum principal amount of One Hundred Fifteen Thousand and 00/100 Dollars ($115,000.00), or such portion thereof as has been disbursed from time to time, such indebtedness being evidenced by the Note; and

WHEREAS, Borrower desires to secure the Obligations, including, but not limited to, the obligation to (i) pay the principal of and interest on the Note in accordance with the terms thereof (including any and all extensions, modifications, and renewals thereof and substitutions therefor), (ii) pay, repay or reimburse Bank for all amounts owing under any of the other Loan Documents (including all Indemnified Losses and Default Costs), and (iii) pay, repay or reimburse Bank for any amounts expended by Bank in removing, isolating or cleaning up any hazardous materials from the Mortgaged Property (as hereinafter defined), whether or not such action is required by any "Applicable Environmental Law" (as hereinafter defined) (hereinafter collectively referred to as the "Secured Obligations").

NOW, THEREFORE, for and in consideration of Bank making the Loan and to secure the prompt payment and performance of the Secured Obligations, Borrower does hereby irrevocably MORTGAGE, CONVEY, WARRANT, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, PLEDGE and set over unto Bank, and the successors and assigns of Bank, all of

Borrower's right, title and interest of whatever kind, nature or description, whether now owned or hereafter acquired (hereinafter referred to as the "Borrower's Interest"), in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (hereinafter referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County and Jefferson County, Alabama, more particularly described on *Exhibit A* attached hereto and made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower; and

(d) All rents, issues, profits, revenues and proceeds of and from the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds, and all proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same, reserving only the right to Borrower to collect the same so long as Borrower are not in default hereunder or such collection is not otherwise restricted by this Mortgage.

TO HAVE AND TO HOLD the Mortgaged Property and all parts, rights, members and appurtenances thereof, to the use and benefit of Bank and the successors, successors-in-title and assigns of Bank, forever; and Borrower covenants that Borrower is lawfully seized and possessed of Borrower's Interest in the Mortgaged Property as aforesaid and has good right to convey the same, that the same are unencumbered except for those matters expressly set forth in *Exhibit A* hereto. Borrower does warrant and will forever defend the title thereto against the claims of all Persons whomsoever, except as to those matters set forth in said *Exhibit A*.

The Lien of this Mortgage automatically will attach to any further, greater, additional or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time hereafter acquired by Borrower by whatsoever means and without any further action or filing or recording on the part of Borrower or Bank or any other Person.

BORROWER HEREBY FURTHER COVENANTS AND AGREES WITH BANK AS FOLLOWS:

ARTICLE 1

1.01 **Payment and Performance of Loan Documents.** Borrower will perform, observe and comply with all the provisions hereof, and of each of the other Loan Documents, including, but not limited to, the due and punctual payment of the principal amount due under the Note, together with interest thereon, and all other sums of money required to be paid by Borrower pursuant to any one or more of the Loan Documents.

1.02 **Taxes, Liens and Other Charges.**

(a) Borrower shall pay, on or before the delinquency date thereof, all taxes, levies, license fees, permit fees and all other charges (in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon the Mortgaged Property, or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Bank such evidence of the due and punctual payment of all such taxes, assessments and other fees and charges as Bank may reasonably require.

(b) Borrower shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees which may now or hereafter be levied upon, or assessed or charged against, or incurred in connection with, the Loan and/or any one or more of the Loan Documents.

(c) Borrower shall pay, on or before the due date thereof, (i) all premiums on policies of insurance covering, affecting or relating to the Mortgaged Property, as required pursuant to Section 1.03, below; (ii) all premiums on collaterally assigned life insurance policies, if any; (iii) all ground rentals, other lease rentals and other sums, if any, owing by Advancer and becoming due under any lease or rental contract affecting the Mortgaged Property; and (iv) all utility charges which are incurred by Borrower for the benefit of the Mortgaged Property, or which may become a charge or lien against the Mortgaged Property for gas, electricity, water and sewer services and the like furnished to the Mortgaged Property, and all other public or private assessments or charges of a similar nature affecting the Mortgaged Property or any portion thereof, whether or not the nonpayment of same may result in a lien thereon. Borrower shall submit to Bank such evidence of the due and punctual payment of all such premiums, rentals and other sums as Bank may reasonably require.

(d) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or security agreements, or debts secured thereby or in the manner of collecting such taxes so as to adversely affect Bank, Borrower will pay any such tax on or before the due date thereof. If Borrower fails to make such prompt payment or if, in the opinion of Bank, any such state, federal, municipal, or other governmental law, order, rule or regulation prohibits Borrower from making such payment or would penalize Borrower if Borrower made such payment, or if, in the opinion of Bank, the making of such payment might result in the imposition of interest beyond the maximum amount permitted by applicable law, then the entire balance of the Secured Obligations and all interest accrued thereon shall, at the option of Bank, become immediately due and payable.

(e) Borrower shall not suffer any mechanic's, materialmen's, laborer's, statutory or other lien to be created or remain outstanding against the Mortgaged Property unless agreed upon by Bank. If required by Bank, Borrower shall post adequate security or a surety bond satisfactory to Bank.

1.03 <u>Insurance</u>.

(a) Borrower shall procure for, deliver to and maintain for the benefit of Bank during the term of this Mortgage, original paid-up insurance policies of such insurance companies, in such amounts, in form and substance, and with such expiration dates as are reasonably acceptable to Bank and containing non-contributory standard mortgagee clauses, their equivalent, or a satisfactory mortgagee loss payable endorsement in favor of Bank, providing the following types of insurance covering the Mortgaged Property and the interest and liabilities incident to the ownership, possession and operation thereof:

(i) insurance against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism and malicious mischief and against such other hazards as, under good insurance practices, from time to time are insured against for properties of similar character and location, the amount of which insurance shall be not less than the full replacement cost of the Mortgaged Property without deduction for depreciation, and which policies of insurance shall contain satisfactory replacement cost endorsements;

(ii) during the course of any construction or repair of the Mortgaged Property, to maintain non-reporting builder's risk insurance with standard waiver of subrogation clauses, and, in the event any portion of the Improvements are completed prior to the satisfaction of the Secured Obligations, to maintain insurance on all buildings and other Improvements on the Mortgaged Property against damage by fire, windstorm, and other risks normally insured against under so-called "extended coverage", in companies and amounts satisfactory to Bank. All policies evidencing such insurance shall have attached thereto standard mortgagee riders making such insurance payable to Bank as its interest may appear, and all such policies or appropriate certificates, at Bank's request, shall be deposited with it;

(iii) if requested by Bank, comprehensive public liability insurance on an "occurrence basis" against claims for "personal injury", including without limitation bodily injury, death or property damage occurring on, in or about the Mortgaged Property and the adjoining streets, sidewalks and passageways, such insurance to afford immediate minimum protection to a limit of not less than $1,000,000 with respect to personal injury or death to any one or more persons or damage to property;

(iv) if requested by Bank, worker's compensation insurance (including employer's liability insurance, for all employees of Borrower engaged on or with respect to the Mortgaged Property, in such amount as is reasonably satisfactory to Bank, or, if such limits are established by law, in such amounts;

(v) rental continuation or business interruption insurance against loss of income arising out of damage or destruction by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism and malicious mischief and such other hazards as are presently included in so-called "extended coverage", of twelve (12) months' anticipated gross income from the Mortgaged Property; and

(vi) such other insurance on the Mortgaged Property or any replacements or substitutions therefor and in such amounts as may from time to time be reasonably required by Bank against other insurable casualties which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the height and type of the Improvements, their construction, location, use and occupancy, or any replacements or substitutions therefor.

(b) All policies of insurance required by the terms of this Mortgage shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act of negligence of Borrower which might otherwise result in forfeiture of said insurance, and the further agreement of the insurer waiving all rights of set off, counterclaim or deductions against Borrower.

(c) Bank is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies maintained pursuant to this Section 1.03, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Bank as its interest may appear, instead of to Borrower and Bank jointly. In the event any insurance company fails to disburse directly and solely to Bank but disburses instead either solely to Borrower or to Borrower and Bank jointly, Borrower agrees immediately to endorse and transfer such proceeds to Bank to the extent of Bank's interest therein. Upon the failure of Advancer to endorse and transfer such proceeds as aforesaid, Bank may execute such endorsements or transfers for and in the name of Borrower, and Borrower hereby irrevocably appoints Bank as Borrower's agent and attorney-in-fact so to do. After deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, including Attorneys' Fees, Bank shall apply the net insurance proceeds or any part thereof, at its option, (i) to the payment of the Secured Obligations, whether or not due and in whatever order Bank elects (in which case a portion of or the entire Secured Obligations shall, at Bank's option, immediately become due and payable), (ii) to the repair and/or restoration of the Mortgaged Property, or (iii) for any other purposes or objects for which Bank is entitled to advance funds under this Mortgage, all without affecting the lien and security interest created by this Mortgage, and any balance of such monies then remaining shall be paid to Borrower or the person or entity lawfully entitled thereto. Bank shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(d) At least fifteen (15) days prior to the expiration date of each policy maintained pursuant to this Section 1.03, a renewal or replacement thereof satisfactory to Bank shall be delivered to Bank. Borrower shall deliver to Bank receipts evidencing the payment for all such insurance policies and renewals or replacements. The delivery of any insurance policies hereunder shall constitute an assignment of all unearned premiums as further security hereunder. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment or partial extinguishment of the Secured Obligations, all right, title and interest of Borrower in and to all insurance policies then in force shall pass to the purchaser or Bank, and Bank is hereby irrevocably appointed by Borrower as attorney-in-fact for Borrower to assign any such policy to said purchaser or to Bank without accounting to Borrower for any unearned premiums thereon.

(e) All policies of insurance required pursuant to the terms of this Section 1.03 shall contain a provision that such policies will not be cancelled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Bank. In the event Borrower fails to provide, maintain, keep in force or deliver and furnish to Bank the policies of insurance required by this Section 1.03, Bank may procure such insurance or single-interest insurance for such risks covering Bank's interest, and Borrower will pay all premiums thereon promptly upon demand by Bank. Until such payment is made by Borrower, the amount of all such premiums, together with interest as hereinafter set forth, shall be added to the Secured Obligations and shall be secured by this Mortgage.

1.04 <u>Monthly Deposits</u>. At the option of Bank and further to secure the payment of the taxes, assessments and other sums referred to in Section 1.02 and the premiums on the insurance referred to in Section 1.03, Borrower shall upon request of Bank deposit with Bank, on the first day of each month, such amounts as, in the estimation of Bank, shall be necessary to pay such charges as they become due; said deposits to be held and to be used by Bank to pay current taxes and assessments, insurance premiums and other charges on the Mortgaged Property as the same accrue and are payable. Payment from said sums for said purposes shall be made by Bank at its discretion and may be made even though such payments will benefit subsequent owners of the Mortgaged Property. Said deposits shall not be, nor be deemed to be, trust funds, but may be, to the extent permitted by applicable law, commingled with the general funds of Bank, and no interest shall be payable in respect thereof. If said deposits are insufficient to pay the taxes and assessments, insurance premiums and other charges in full as the same become payable, Borrower will deposit with Bank such additional sum or sums as may be required in order for

Bank to pay such taxes and assessments, insurance premiums and other charges in full. Upon any default in the provisions of this Mortgage or any other Loan Document, or any instrument evidencing, securing or in any way related to the Secured Obligations, Bank may, at its option, apply any money in the fund relating from said deposits to the payment of the Secured Obligations in such manner as it may elect.

1.05 Condemnation. If all or any portion of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental or quasi-governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, then a portion of or the entire Secured Obligations shall, at the option of Bank, immediately become due and payable. Borrower, immediately upon obtaining knowledge of the institution, or the proposed, contemplated or threatened institution of any action or proceeding for the taking through condemnation of the Mortgaged Property or any part thereof will notify Bank, and Bank is hereby authorized, at its option, to commence, appear in and prosecute, through counsel selected by Bank, in its own or in Borrower's name, any action or proceeding relating to any condemnation. Borrower may compromise or settle any claim for compensation, but shall not make any compromise or settlement for an award that is less than the Secured Obligations without the prior written consent of Bank. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Borrower to Bank, and Bank is authorized, at its option, to collect and receive all such compensation, awards or damages and to give proper receipts and acquittances therefor without any obligation to question the amount of any such compensation, awards or damages. After deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including Attorneys' Fees, Bank shall apply the net proceeds as provided in Section 1.03 hereof in the case of proceeds of insurance.

1.06 Care of Mortgaged Property.

(a) Borrower will keep the buildings, parking areas, roads and walkways, landscaping, and all other Improvements of any kind now or hereafter erected on the Land or any part thereof in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything which would or could increase the risk of fire or other hazard to the Mortgaged Property or any other part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Mortgaged Property.

(b) If the Mortgaged Property or any part thereof is materially damaged by fire or any other cause, Borrower will give immediate written notice thereof to Bank.

(c) Bank or its representative is hereby authorized to enter upon and inspect the Mortgaged Property at any time following reasonable notice to Borrower.

(d) Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

(e) If any act or occurrence of any kind or nature (including any condemnation or any casualty for which insurance was not obtained or obtainable) shall result in damage to or loss or destruction of the Mortgaged Property, Borrower shall give prompt notice thereof to Bank and Borrower shall promptly, at Borrower sole cost and expense and regardless of whether insurance or condemnation proceeds (if any) shall be available or sufficient for the purpose, commence and continue diligently to completion to restore, repair, replace and rebuild the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to the damage, loss or destruction.

1.07 <u>Leases, Contracts, Etc.</u>

(a) As additional collateral and further security for the Secured Obligations, Borrower does hereby assign to Bank Borrower's Interest in and rights under any and all ground leases, leases, tenant contracts, rental agreements, franchise agreements, management contracts, contracts for the sale of the Mortgaged Property or any site within the Mortgaged Property and other contracts, licenses and permits now or hereafter affecting the Mortgaged Property, or any part thereof, together with all of the rents, issues, and profits now due and which may hereafter become due thereunder, and Borrower agrees to execute and deliver to Bank such additional instruments, in form and substance satisfactory to Bank, as hereafter may be requested by Bank further to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by Bank to any lease, tenant contract, rental agreement, franchise agreement, management contract, sales contract or other contract, license or permit, or to impose upon Bank any obligation with respect thereto. Without first obtaining on each occasion the written approval of Bank, Borrower shall not enter into any ground leases, leases, tenant contracts, rental agreements, franchise agreements, management contracts, contracts for the sale of the Mortgaged Property or any site within the Mortgaged Property or other contracts, licenses or permits affecting the Mortgaged Property, or any part thereof, or cancel or permit the cancellation of any franchise agreement, management contract, license, permit, lease or other contract, or accept, or permit to be made, any prepayments of any installment of rent or fees thereunder (except the usual prepayment of rent which results from the acceptance by a landlord on the first day of each month of the rent for the ensuing month). Borrower shall faithfully keep and perform, or cause to be kept and performed, all of the covenants, conditions and agreements contained in each of said instruments, now or hereafter existing, on the part of Borrower to be kept and performed and shall at all times do all things necessary to compel performance by each other party to said instruments of all obligations, covenants and agreements by such other party to be performed thereunder.

(b) Borrower shall not execute an assignment of the rents, issues or profits, or any part thereof, from the Mortgaged Property unless Bank shall first consent to such assignment, which consent may be given or denied in Bank's sole discretion, and unless such assignment shall expressly provide that it is subordinate to the assignment contained in this Mortgage and any assignment executed pursuant hereto.

(c) Borrower shall furnish to Bank, within ten (10) days after a request by Bank to do so, a sworn statement setting forth the names of all lessees and tenants of the Mortgaged Property, the terms of their respective leases, tenant contracts or rental agreements, the space occupied, and the rentals payable thereunder, and stating whether any defaults, off-sets or defenses exist under or in connection with any of said leases, tenant contracts or rental agreements.

(d) Borrower shall submit to Bank, within ten (10) days of its receipt thereof, copies of all leases executed and options exercised with respect to the Mortgaged Property.

(e) Each future lease, tenant contract or rental agreement pertaining to the Mortgaged Property, or any part thereof, shall provide that in the event of the enforcement by Bank of the remedies provided for by law or by this Mortgage, the lessee or tenant thereunder will, upon request of Bank or any other person or entity succeeding to the interest of Bank as a result of such enforcement, automatically become the lessee or tenant of Bank or said successor in interest, without change in the terms or other provisions of said lease, tenant contract or rental agreement. Borrower shall cause the foregoing requirement to be satisfied by the execution by such tenants of subordination and attornment agreements satisfactory to Bank.

1.08 **Security Agreement.** With respect to the apparatus, fittings, fixtures and articles of personal property referred to or described in this Mortgage, or in any way connected with the use and enjoyment of the Mortgaged Property, this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of personal property included herein as a part of the Mortgaged Property, in compliance with the provisions of the Uniform Commercial Code as enacted in the state wherein the Land is situated, and Borrower hereby grants to Bank a security interest in said personal property. Borrower hereby authorizes Bank to file a financing statement or statements reciting this Mortgage to be a security agreement affecting all of said personal property aforementioned. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage, or otherwise in respect of an Event of Default hereunder, shall be (a) as prescribed herein, or (b) as prescribed by general law, or (c) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at Bank's sole election. Borrower and Bank agree that the filing of such financing statement(s) in the records normally having to do with personal property shall not in any way affect the agreement of Borrower and Bank that everything used in connection with the production of income from the Mortgaged Property or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings both legal or equitable, shall be regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an Exhibit to this Mortgage, or (iii) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (A) the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain proceedings for taking or for loss of value, or (C) Borrower' interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Bank as determined by this instrument or affect the priority of Bank's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement(s) is solely for the protection of Bank in the event any court shall at any time hold, with respect to the foregoing items (A), (B), or (C), that notice of Bank's priority of interest, to be effective against a particular class of persons, must be filed in the Uniform Commercial Code records. This Mortgage may be filed as a financing statement in any office where Bank deems such filing necessary or desirable and Borrower will promptly upon demand reimburse Bank for the costs therefor.

1.09 **Further Assurances; After-Acquired Property**. At any time, and from time to time, upon request by Bank, Borrower will make, execute, and deliver or cause to be made, executed and delivered to Bank and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be rerecorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Bank, any and all such other and further mortgages, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the opinion of Bank, be necessary or desirable in order to effectuate, complete or perfect or to continue and preserve (a) the obligations of Borrower under the Loan Documents, and (b) the security interest created by this Mortgage as a first and prior security interest upon, in and to all of the Mortgaged Property, whether now owned or hereafter acquired by Borrower. Upon any failure by Borrower so to do, Bank may make, execute, record, file, rerecord and/or refile any and all such mortgages, security agreements, financing statements, continuation statements, instruments, certificates, and documents for and in the name of Borrower, and Borrower hereby irrevocably appoint Bank the agent and attorney-in-fact of Borrower so to do. The security interest provided for in this Mortgage will automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Mortgaged Property or any part thereof.

1.10 **Indemnity; Expenses**. Borrower will pay or reimburse Bank, upon demand therefor, for all Attorneys' Fees and all other costs and expenses incurred by Bank in any suit, action, legal proceeding or dispute of any kind in which Bank is made a party or appears as party plaintiff or defendant, affecting the Secured Obligations, this Mortgage or the interest created herein, or the Mortgaged Property, including, but not limited to, the exercise of the power of sale contained in this Mortgage, any condemnation action involving the Mortgaged Property or any action to protect the security hereof, and any such amounts paid by Bank shall be added to the Secured Obligations and shall be secured by this Mortgage. Borrower will indemnify and hold Bank harmless from and against all claims, damages, and expenses including Attorneys' Fees and court costs, resulting from any action by a third party against Bank relating to this Mortgage or the interest created herein, or the Mortgaged Property, including, but not limited to any action or proceeding claiming loss, damage or injury to person or property, or any action or proceeding claiming a violation of any national, state or local law, rule or regulation, including those relating to environmental standards or dangerous or hazardous wastes, provided Borrower shall not be required to indemnify Bank for matters directly caused by Bank's intentional or reckless misconduct.

1.11 **Estoppel Affidavits**. Upon ten (10) days prior written notice, from Bank to Borrower, Borrower shall furnish the Bank a written statement, duly acknowledged, based upon its records, setting forth the unpaid principal of, and interest on, the Secured Obligations, and whether or not Borrower has knowledge of any Event Default (as hereinafter defined).

1.12 **Subrogation**. To the full extent of the Secured Obligations, Bank is hereby subrogated to the liens, claims and demands, and to the rights of the owners and holders of each and every lien, claim, demand and other encumbrance on the Mortgaged Property which is paid or satisfied, in whole or in part, out of the proceeds of the Secured Obligations, and the respective liens, claims, demands and other encumbrances shall be, and each of them is hereby, preserved and shall pass to and be held by Bank as additional collateral and further security for the Secured Obligations, to the same extent they would have been preserved and would have been passed to and held by Bank had they been duly and legally assigned, transferred, set over and delivered unto Bank by assignment, notwithstanding the fact that the same may be satisfied and cancelled of record.

1.13 **Books, Records, Accounts and Annual Reports.** Borrower shall keep and maintain or shall cause to be kept and maintained, at Borrower's cost and expense, and in accordance with generally accepted accounting principles, proper and accurate books, records and accounts reflecting all items of income and expense in connection with any services, equipment or furnishings provided in connection with the operation of the Mortgaged Property. Bank, by Bank's agents, accountants and attorneys, shall have the right from time to time to examine such books, records and accounts at the office of Borrower or such other Person maintaining such books, records and accounts, to make such copies or extracts thereof as Bank shall desire, and to discuss Borrower's affairs, finances and accounts with Borrower and with the officers and principals of Borrower, at such reasonable times as may be requested by Bank. Borrower will furnish to Bank all financial information of Borrower required pursuant to the Note, together with, within thirty (30) days after demand by Bank, statements, certified by Borrower, covering such other financial matters as Bank may reasonably request, including, without limitation, year-to-date operating statements and a current rent roster, each in form satisfactory to Bank.

1.14 **Limit of Validity.** If from any circumstances whatsoever, fulfillment of any provision of the Note, this Mortgage or any other Loan Document shall, at the time performance of such provision shall be due, cause any applicable usury or similar law to be violated when appropriate consideration is given to obligations of like character and amount and to Borrower and lenders of like character and classification, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that the obligation so to be performed and the validity thereof shall be reduced to the extent necessary (but only to the extent necessary) so as to not cause a violation of such applicable usury or similar law. The provisions of this Section 1.14 shall control every other provision of the Loan Documents.

1.15 **No Default Affidavits.** At Bank's request, all payments made under the Note and the other Loan Documents shall be accompanied by the affidavit of Borrower, dated within five (5) days of the delivery of such payment to Bank, swearing that Borrower know of no Event of Default (as hereinafter defined), nor of any default which, after notice or lapse of time or both, would constitute an Event of Default, which has occurred and is continuing or, if any such default or Event of Default has occurred and is continuing, specifying the nature and period of existence thereof and the action Borrower has taken or proposes to take with respect thereto and, except as otherwise specified, stating that Borrower has fulfilled all of Borrower's obligations under this Mortgage which are required to be fulfilled on or prior to the date of such affidavit.

1.16 **Legal Actions.** In the event that Bank is made a party, either voluntarily or involuntarily, in any action or proceeding affecting the Mortgaged Property, any one or more of the Loan Documents, the Secured Obligations or the validity or priority of this Mortgage (but excluding any action or proceeding involving a dispute solely between Bank and a participating lender, if any), Borrower shall immediately, upon demand, reimburse Bank for all costs, expenses and liabilities incurred by Bank by reason of any such action or proceeding, including Attorneys' Fees, and any such amounts paid by Bank shall be added to the Secured Obligations and shall be secured by this Mortgage.

1.17 **Conveyance of Mortgaged Property.** Borrower shall not directly or indirectly encumber (by lien, junior mortgage, or otherwise), pledge, convey, transfer or assign any or all of its interest in the Mortgaged Property (other than tenant leases entered into in the ordinary course of business) without the prior written consent of Bank. Bank's consent to such a transfer, if given in Bank's sole discretion, shall not release or alter in any manner the liability of Borrower or anyone who has assumed or guaranteed the payment or performance of the Secured Obligations or any portion thereof. At the option of Bank, the Secured Obligations shall be immediately due and payable in the event that Borrower conveys all or any portion of the Mortgaged Property or any interest therein, or in the event that Borrower's equitable title thereto or interest therein shall be assigned, transferred or conveyed in any manner, without obtaining Bank's prior written consent thereto, and any waiver or consent for any prior transfer shall not preclude Bank from declaring the Secured Obligations due and payable for any subsequent transfer.

1.18 **Acquisition of Collateral.** Borrower shall not acquire any portion of the personal property covered by this Mortgage subject to any security interest, conditional sales contract, title retention arrangement or other charge or lien taking precedence over the security title and lien of this Mortgage.

1.19 **Compliance with Applicable Environmental Law.** The term "Applicable Environmental Law" shall be defined as any statutory law or case law pertaining to health or the environment, or petroleum products, or oil, or hazardous substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as codified at 42 U.S.C Section 9601 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, as codified at 42 U.S.C. Section 6901 et seq.; and the Superfund Amendments and Reauthorization Act of 1986, as codified at 42 U.S.C. Section 9671 et seq.; the terms "hazardous substance" and "release" shall have the meanings specified in CERCLA; provided, in the event CERCLA is amended to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided, to the extent that the laws of the State of Alabama establish a meaning for "hazardous substance" or "release" which is broader than that specified in CERCLA, such broader meaning shall apply. Borrower represents and warrants to Bank that, to the best of its knowledge, the Mortgaged Property and Borrower are not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or any response costs or remedial obligations under any Applicable Environmental Law and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Mortgaged Property; that, to the best of its knowledge, Borrower has not obtained and is not required to obtain, any permits, licenses or similar authorizations to construct, occupy, operate or use any buildings, improvements, fixtures or equipment forming a part of the Mortgaged Property by reason of any Applicable Environmental Law; that, to the best of its knowledge, Borrower has taken all steps necessary to determine and have determined that no petroleum products, oil, hazardous substances, or solid wastes have been disposed of or otherwise released on the Mortgaged Property; and that, to the best of its knowledge, the use which Borrower has made, makes or intends to make of the Mortgaged Property will not result in the location on or disposal or other release of any petroleum products, oil, hazardous substances or solid waste on or to the Mortgaged Property. Borrower hereby agrees to pay any fines, charges, fees, expenses, damages, losses, liabilities or response costs arising from or pertaining to the application of any such Applicable Environmental Law to the Mortgaged Property and to indemnify and forever save Bank harmless from any and all judgments, fines, charges, fees, expenses, damages, losses, liabilities, response costs, or Attorneys' Fees and expenses arising from the application of any such Applicable Environmental Law to the Mortgaged Property or Bank; and this indemnity shall survive any payment of the Note or foreclosure of this Mortgage or the taking by Bank of a deed in lieu of foreclosure. Borrower agrees to notify Bank in the event that any governmental agency or other entity notifies Borrower that it may not be in compliance with any Applicable Environmental Laws. Borrower agrees to permit Bank to have access to the Mortgaged Property at all reasonable times in order to conduct, at Borrower's expense, any tests which Bank deems are necessary to ensure that Borrower and the Mortgaged Property are in compliance with all Applicable Environmental Laws.

ARTICLE II

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

(a) Any Default or Event of Default as defined in the Note; or

(b) Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage which failure is not cured within ten (10) days of written notice thereof; or

(c) The Mortgaged Property is subjected to actual or threatened waste, or any part thereof is removed, demolished or altered without the prior written consent of Bank; or

(d) Any material adverse claim relating to the Mortgaged Property, by title, lien or otherwise is established in any legal or equitable proceeding; or

(e) Unless the written consent of Bank is first obtained (which consent may be withheld in Bank's sole discretion), there occurs any transfer of the Mortgaged Property, or any interest therein, or any further encumbrance of the Mortgaged Property (other than leases in the Borrower's ordinary course of business).

Provided that with respect to any of the foregoing, such Event of Default will be deemed to have occurred upon the occurrence of such event without notice being required if Bank is prevented from giving notice by bankruptcy or other applicable law.

2.02 **Acceleration of Maturity**. If an Event of Default shall have occurred, then the entire Secured Obligations shall, at the option of Bank, immediately become due and payable without notice or demand, time being of the essence of this Mortgage, and no omission on the part of Bank to exercise such option when entitled to do so shall be construed as a waiver of such right.

2.03 <u>Right to Enter and Take Possession</u>.

(a) If an Event of Default shall have occurred, Borrower, upon demand of Bank, shall forthwith surrender to Bank the actual possession of the Mortgaged Property and, if and to the extent permitted by law, Bank itself, or by such officers or agents as it may appoint, may enter and take possession of all or any part of the Mortgaged Property without the appointment of a receiver or an application therefor, and may exclude Borrower and its agents and employees wholly therefrom, and take possession of the books, papers and accounts of Borrower;

(b) If Borrower shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by Bank, Bank may obtain a judgment or decree conferring upon Bank the right to immediate possession or requiring Borrower to deliver immediate possession of the Mortgaged Property to Bank. Borrower will pay to Bank, upon demand, all expenses of obtaining such judgment or decree, including compensation to Bank, its attorneys and agents, and all such expenses and compensation shall, until paid, become part of the Secured Obligations and shall be secured by this Mortgage;

(c) Upon every such entering upon or taking of possession, Bank may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all of the rights and powers of Borrower to the same extent as Borrower could in their own names or otherwise act with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Bank, all as Bank from time to time may determine to be in its best interest. Bank may collect and receive all the rents, issues, profits and revenues from the Mortgaged Property, including those past due as well as those accruing thereafter, and, after deducting (A) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (B) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (C) the cost of such insurance; (D) such taxes, assessments and other similar charges as Bank may at its option pay; (E) other proper charges upon the Mortgaged Property or any part thereof; and (F) the compensation, expenses and disbursements of the attorneys and agents of Bank, Bank shall apply the remainder of the monies and proceeds so received by Bank, first, to the payment of accrued interest; second, to the payment of deposits required in Section 1.04 and to other sums required to be paid hereunder; and third, to the payment of overdue installments of principal. Anything in this Section 2.03 to the contrary notwithstanding, Bank shall not be obligated to discharge or perform the duties of a landlord to any tenant or incur any liability as a result of any exercise by Bank of its rights under this Mortgage and Bank shall be liable to account only for the rents, incomes, issues and profits actually received by Bank;

(d) Whenever all such interest, deposits and principal installments and other sums due under any of the terms, covenants, conditions and agreements of this Mortgage shall have been paid and all Events of Default shall have been cured, Bank shall surrender possession of the Mortgaged Property to Borrower, its heirs, successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

2.04 <u>Performance by Bank</u>. If Borrower shall default in the payment, performance or observance of any term, covenant or condition of this Mortgage or any of the other Loan Documents, Bank may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by Bank in connection therewith, with interest thereon at the Default Rate, shall be secured hereby and shall be, without demand, immediately repaid by Borrower to Bank. Bank shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Bank is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Borrower or any person in possession holding under Borrower. Notwithstanding anything to the contrary herein, Bank shall have no obligation, explicit or implied, to pay, perform or observe any term, covenant, or condition.

2.05 <u>Receiver</u>. If any Event of Default shall have occurred, Bank, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the occupancy or value of any security for the Secured Obligations or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the state wherein the Land is situated. Borrower will pay unto Bank upon demand all expenses, including receiver's fees, Attorneys' Fees, costs and agent's compensation, incurred pursuant to the provisions of this Section 2.05, and any such amounts paid by Bank shall be added to the Secured Obligations and shall be secured by this Mortgage.

2.06 <u>Enforcement</u>.

(a) If an Event of Default shall have occurred, then at the option of Bank this Mortgage may be foreclosed in any manner now or hereafter provided by Alabama law, and Bank, or its agent, may sell the Mortgaged Property or any part of the Mortgaged Property at one or more public sales before the door of the courthouse of the county or counties, as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required. At any such sale, Bank may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. Bank shall have the right to enforce any of its remedies set forth herein without notice to Borrower, except for such notice as may be required by law. In the event of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels and in such manner or order as Bank in its sole discretion may elect, and if Bank so elects, Bank may sell the personal property covered by this Mortgage at one or more separate sales in any manner permitted by the Uniform Commercial Code of the state in which the Land is located, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or the Secured Obligations is paid in full. If the Secured Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Bank at its option may exhaust the remedies granted under any of said security instruments or this Mortgage either concurrently or independently, and in such order as Bank may determine.

Said sale may be adjourned by Bank, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

(b) In the event of any sale of the Mortgaged Property as authorized by this Section 2.06, all prerequisites of such sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment or non-performance of the Secured Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

(c) If an Event of Default shall have occurred, Bank may, in addition to and not in abrogation of the rights covered under Subparagraph (a) of this Section 2.06, either with or without entry or taking possession as herein provided or otherwise, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy to pursue any other remedy available to it, all as Bank in its sole discretion shall elect.

2.07 Purchase by Bank. Upon any foreclosure sale or sale of all or any portion of the Mortgaged Property under the power herein granted, Bank may bid for and purchase the Mortgaged Property if the highest bidder therefor.

2.08 Application of Proceeds of Sale. In the event of a foreclosure or other sale of all or any portion of the Mortgaged Property, the proceeds of said sale shall be applied: (a) first, to the expenses of such sale and of all proceedings in connection therewith, including fees and Attorneys' Fees and expenses of Bank's attorneys; (b) then to the repayment of money, including interest thereon, which Bank may have paid, or become liable to pay, or which it may be necessary to pay for, including insurance premiums, liens, assessment, taxes and charges including utility charges advanced by Bank, and interest thereon; (c) then to payment of the Secured Obligations and accrued interest thereon, in such order of priority as Bank shall determine, in its sole discretion; and (d) finally the remainder, if any, shall be paid to such parties as are legally entitled to it, after deducting any expenses incurred in ascertaining the identity of such parties, or as may otherwise be provided by law.

2.09 Borrower as Tenant Holding Over. In the event of any such foreclosure sale or sale under the powers herein granted, Borrower (if Borrower shall remain in possession) and all persons holding under Borrower shall be deemed tenants holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

2.10 <u>Waiver of Appraisement, Valuation, Etc.</u> Borrower agrees, to the full extent permitted by law, that in case of a default on the part of Borrower hereunder, neither Borrower nor anyone claiming through or under Borrower will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead, exemption or redemption 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 delivery of possession thereof immediately after such sale to the purchaser at such sale, and Borrower, 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 subject to the security interest of this Mortgage marshaled upon any foreclosure or sale under the power herein granted.

2.11 <u>Waiver of Homestead</u>. Borrower hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Mortgaged Property as against the collection of the Secured Obligations, or any part thereof.

2.12 <u>Leases</u>. Bank, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Borrower, a defense to any proceeding instituted by Bank to collect the sums secured hereby.

2.13 <u>Discontinuance of Proceedings</u>. In case Bank shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Bank, then in every such case, Borrower and Bank shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Bank shall continue as if no such proceedings had occurred.

2.14 <u>Remedies Cumulative</u>. No right, power or remedy conferred upon or reserved to Bank by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

2.15 <u>Waiver</u>.

(a) No delay or omission by Bank to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein, and every right, power and remedy given by this Mortgage to Bank may be exercised from time to time and as often as may be deemed expedient by Bank. No consent or waiver expressed or implied by Bank to or of any breach or default by Borrower in the performance of the obligations of Borrower hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of Borrower hereunder. Failure on the part of Bank to complain of any act or failure to act or failure to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Bank of its rights hereunder or impair any rights, powers or remedies of Bank hereunder.

(b) No act or omission by Bank shall release, discharge, modify, change or otherwise affect the original liability of Borrower under any one or more of the Loan Documents or any other obligation of Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof or any maker, co-signer, endorser, surety or guarantor, nor preclude Bank from exercising any right, power or privilege herein granted or intended to be granted in the event of any default then existing or of any subsequent default, nor alter the lien of this Mortgage, except as expressly provided in an instrument or instruments executed by Bank. Without limiting the generality of the foregoing, Bank may (i) grant forbearance or an extension of time for the payment of all or any portion of the Secured Obligations; (ii) take other or additional security for the payment of any of the Secured Obligations; (iii) waive or fail to exercise any right granted herein or in any one or more of the other Loan Documents; (iv) release any part of the Mortgaged Property from the security interest or lien of this Mortgage or otherwise change any of the terms, covenants, conditions or agreements of any one or more of the Loan Documents; (v) consent to the filing of any map, plat or replat affecting the Mortgaged Property; (vi) consent to the granting of any easement or other right affecting the Mortgaged Property; (vii) make or consent to any agreement subordinating the security title or lien hereof, or (viii) take or omit to take any action whatsoever with respect to any one or more of the Loan Documents, the Mortgaged Property or any document or instrument evidencing, securing or in any way related to the Secured Obligations, all without releasing, discharging, modifying, changing or affecting any such liability, or precluding Bank from exercising any such right, power or privilege or affecting the lien of this Mortgage. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, Bank, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the Secured Obligations, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings.

2.16 **Suits to Protect the Mortgaged Property.** Bank shall have power to institute and maintain such suits and proceedings as it may deem expedient (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or constitute a default under this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the rents, issues, profits and revenues arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would materially impair the security hereunder or be prejudicial to the interest of Bank.

2.17 **Proofs of Claim.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Borrower, its creditors or its property, Bank, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Bank allowed in such proceedings for the entire amount due and payable by Borrower under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by Borrower hereunder after such date.

ARTICLE III

3.01 Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon Borrower and Bank and their respective heirs, executors, legal representatives, successors, successors-in-title, and assigns. Whenever a reference is made in this Mortgage to "Borrower" or "Bank", such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Borrower or Bank, as the case may be, but shall not imply any permission to make or permit any transfer which is otherwise prohibited.

3.02 Terminology. All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Mortgage, and all references herein to Articles, Sections or subparagraphs shall refer to the corresponding Articles, Sections or subparagraphs of this Mortgage unless specific reference is made to Articles, Sections or subparagraphs of another document or instrument.

3.03 Severability; Complete Agreement. If any provisions of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Mortgage, the Note, the other Loan Documents, and any other instruments executed in connection herewith constitute the full and complete agreement of the parties and supersede all prior negotiations, correspondence, and memoranda relating to the subject matter hereof, and this Mortgage may not be amended except by a writing signed by the parties hereto.

3.04 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama.

3.05 Notices. All notice provided for herein shall be given and deemed received when given and received in accordance with the terms of the Note.

3.06 Assignment. This Mortgage is assignable by Bank and any assignment hereof by Bank shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Bank.

3.07 Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, each of the other Loan Documents, and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Secured Obligations.

3.08 Future Advances. Upon request of Borrower, Bank, at Bank's option so long as this Mortgage secures indebtedness held by Bank, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured hereby if made under the terms of this Mortgage, the Note or any other Loan Document, or if made pursuant to any other promissory note, instrument or agreement stating that sums advanced thereunder are secured hereby.

* * * * *

IN WITNESS WHEREOF, this instrument has been duly executed as of the day and year first above written.

MI CASA FINDER LLC,
an Alabama limited liability company

Herman Montoya, its Sole Member

STATE OF ALABAMA §

COUNTY OF JEFFERSON §

I, Tammy Dean Vega, a Notary in and for said County in said State, hereby certify that Herman Montoya whose name as Sole Member of Mi Casa Finder LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Sole Member and with full authority, executed the same voluntarily for and as the act of said limited liability company. Given under my hand and official seal, this the thirteenth (13th) day of February 2017.

Notary Public
My Commission Expires: Oct 31, 2017

[SEAL]

EXHIBIT "A"

Legal Description

Parcel I:

Lots 1, 2, 23 and 24, Block 31, according to the Survey of South Calera, as recorded in Map Book 3, page 40, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lot 12 and the North 25 feet of Lot 13, Block 12, according to the Hueytown Land & Investment Co. Map of Vineland Park as recorded in Map Book 2, page 51, in the Probate Office Jefferson County, Alabama, Bessemer Division.

Lot 11, Block 12 according to the Hueytown Land & Investment Co.'s Resurvey of Lots 10 & 11, Block 12 Vineland Park as recorded in Map Book 3, page 40, in the Probate Office Jefferson County, Alabama, Bessemer Division.

Parcel III:

Lot 15, Block 2, according to the B. C. Paden's Survey of Cloverdale, as recorded in Map Book 6, page 32, in the Probate Office Jefferson County, Alabama, Bessemer Division.

Parcel IV:

A parcel of property located in the Southeast 1/4 of the Northeast 1/4 of Section 16, Township 16, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1 /4 of the Southeast 1/4 of Section 16, Township 16 South, Range 2 West; thence run East along the North line of said 1/4 1/4 section 156.37 feet; thence 92°33'46" left 160.0 feet to the point of beginning; thence continue along said course 181.28 feet to a point; thence 103°06'30" left 256.69 feet to a point; thence 76°53'30" left 123.06 feet to a point; thence 90°00'00" left 250.00 feet to the point of beginning. Less and except that part lying within the right of way of Carson Road as shown on plans VF3-2-1-17 in the right of way department of Jefferson County.
