

Reli Settlement Solutions, LLC  
3595 Grandview Parkway, Suite 275  
Birmingham, Alabama 35243  
BHM 16 00538

MORTGAGE

STATE OF ALABAMA     )  
SHELBY COUNTY        )

20170616000214360  
06/16/2017 04:00:25 PM  
MORT 1/5

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE is made and entered into on this the 15th day of June, 2017, by and between the undersigned, Medical Cloud Computing, LLC, an Alabama limited liability company (hereinafter referred to as the "Mortgagor") and Larry House and Cindy House (hereinafter referred to collectively as the "Mortgagee"); to secure the payment of Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) evidenced by a Promissory Note of even date herewith and payable according to the terms of said Note (the "Note").

NOW, THEREFORE, in consideration of the premises, the Mortgagor, and all others executing this Mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee all of Mortgagor's right, title and interest in and to that certain real estate situated in Shelby County, Alabama, more particularly described on Exhibit "A" attached hereto and made a part hereof by reference and incorporation, together with all and singular the rights, privileges, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining (hereinafter collectively sometimes referred to as the "mortgaged premises," the "real estate," and/or the "premises");

TO HAVE AND TO HOLD FOREVER, unto the Mortgagee, Mortgagee's successors, heirs and assigns.

This Mortgage and lien shall secure not only the principal amount hereof, but all interest and other charges arising under the Note, and the real estate herein described shall be security for such debts to the total extent even in excess thereof of the principal amount hereof.

The above-described real estate is warranted free from all encumbrances and against adverse claims.

If the Mortgagor shall sell, encumber or otherwise transfer the mortgaged premises or any part thereof or any interest therein (other than to the current guarantor of Mortgagor's obligation to Mortgagee) without the prior written consent of the Mortgagee, the Mortgagee shall be authorized to declare at Mortgagee's option all or any part of such indebtedness immediately due and payable.

In the event the ownership of the premises becomes vested in any person, firm, corporation, partnership (either general or limited), other than the Mortgagor herein or the current guarantor of Mortgagor's obligation to Mortgagee, without Mortgagor having first obtained the written consent and approval of Mortgagee to such conveyance, then, at the option of Mortgagee, such change in

ownership of the premises shall constitute a default under the terms and provisions of this Mortgage and the Note, and the entire unpaid balance of principal, plus interest accrued, shall be accelerated, and shall become immediately due and payable, without any notice to Mortgagor, and Mortgagee shall have all of the rights and remedies provided herein in the event of a default, including, without limitation, the right of foreclosure. In the event Mortgagor requests permission in writing of Mortgagee to permit the conveyance of the premises to others (other than to the current guarantor of Mortgagor's obligation to Mortgagee), Mortgagor understands that the original extension of credit to Mortgagor securing the within Mortgage was personal in nature, without regard to the security securing this Mortgage, and Mortgagee shall have the absolute right and authority to disapprove and reject any vendee (other than the current guarantor of Mortgagor's obligation to Mortgagee) proposed by Mortgagor. Mortgagor further agrees that Mortgagee, in exercising its option to grant or withhold such consent to convey the premises described herein to the vendee proposed by Mortgagor, Mortgagee may arbitrarily, capriciously, and without regard to reasonable and ordinary commercial standards, refuse to grant to Mortgagor such consent and approval so requested, or, in the alternative, as a condition precedent to granting such consent and approval, Mortgagee may require Mortgagor to agree to an increase in the interest rate as set forth in the Note secured by this Mortgage. Mortgagor further agrees that the decision of Mortgagee with respect to granting or withholding such consent shall be final, binding and conclusive upon Mortgagor.

The Mortgagor shall indemnify, protect, defend, and hold the Mortgagee harmless from and against any and all claims, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties or costs (including attorneys' fees), of whatsoever character, nature and kind, whether groundless or not, whether to property or to person, and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively, "Losses and Liabilities"), related directly or indirectly to, or arising out of or in connection with (a) any breach or default of Mortgagor hereunder, (b) any of Mortgagor's activities on the premises (or the activities of Mortgagor's agents, employees, representatives, independent contractors, licensees, guests, or invitees on the premises) including without limitation the use of equipment or machinery on the premises, (c) Mortgagor's actual or alleged breach of any brokerage or finder's contract or agreement, actual or alleged, connected in any way with the purchase, financing, or construction of any improvements on any portion of the premises, and (d) any other fact, circumstance or event related to Mortgagor's performance hereunder, regardless of whether any such Losses and Liabilities arise from tort or contract.

For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning, and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to Mortgagee as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if the undersigned fails to keep the property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or Mortgagee's assigns, may at



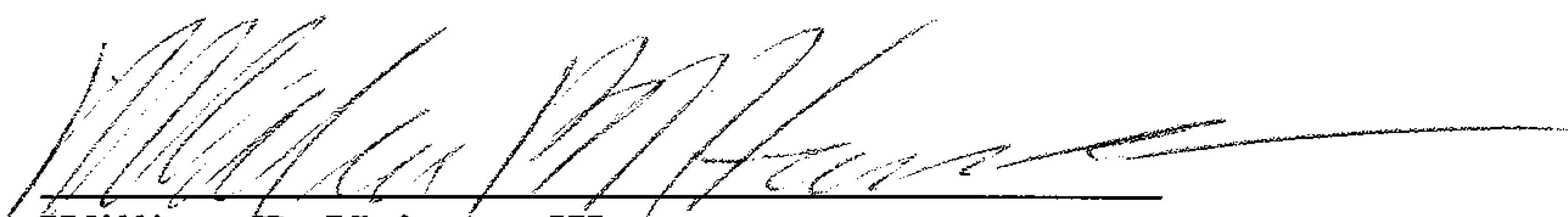
Mortgagee's option insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or Mortgagee's assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from the date of payment by Mortgagee or Mortgagee's assigns and be at once due and payable.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or Mortgagee's assigns for any amounts Mortgagee may have expended, then this conveyance shall be null and void; but should default be made in the payment of any amounts payable under the Note (subject to any grace or cure periods contained in the Note), or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or Mortgagee's assigns in the real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events (known separately and collectively as an "Event of Default"), the whole of the indebtedness hereby secured, at the option of Mortgagee or Mortgagee's assigns, shall at once become due and payable, and this Mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the Mortgagee, Mortgagee's agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving notice of the time, place and terms of sale, by publication once a week for three consecutive weeks, in some newspaper published in the county and state, sell the same in lots or parcels or en masse as Mortgagee, Mortgagee's agents or assigns deem best, in front of the courthouse door of the county (or the division thereof), where the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including such attorneys' fees as are allowed by law; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or the other encumbrances, with interest thereon; Third, to the payment of the indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the Mortgagor. The undersigned further agrees that Mortgagee, Mortgagee's agents or assigns may bid at said sale and purchase the real estate, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date first above written.

MORTGAGOR

MEDICAL CLOUD COMPUTING, LLC, an Alabama limited liability company


By:   
William B. Hairston III  
Its: Vice President

ACKNOWLEDGMENT

STATE OF ALABAMA     )  
SHELBY COUNTY        )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William B. Hairston III, whose name as Vice-President of Medical Cloud Computing, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said company.

Given under my hand and seal on this the 15 day of JUNE, 2017.

  
NOTARY PUBLIC  
My Commission Expires: APR. 14, 2019

This Instrument Prepared by:  
Michael B. Odom  
Rumberger, Kirk & Caldwell  
2001 Park Place North, Suite 1300  
Birmingham, Alabama 35203



EXHIBIT "A"

**Lot 176B, according to the Survey of Montagel, as recorded in Map Book 23, Page 6 in the Probate Office of Shelby County, Alabama.**

Subject to:

- 1) The lien of Ad Valorem taxes for the year 2017, a lien but not yet due nor payable;
- 2) Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Volume 129, page 395, in the Probate Office of Shelby County, Alabama;
- 3) Right of way granted to Alabama Power Company as set forth in Deed Volume 318, page 588, Deed Volume 308, page 651 and Real Volume 133, page 599 in the Office of the Judge of Probate of Shelby County, Alabama;
- 4) Right of way granted to South Central Bell Telephone Company as set forth in Deed Volume 356, page 420 and Real Volume 306, page 242 in the Office of the Judge of Probate of Shelby County, Alabama;
- 5) Covenants, conditions and restrictions as set forth in the document recorded in Misc. Book 19, page 861, Misc. Book 23, page 564, amended by Misc. Book 23, page 567, and further amended by Book 370, page 938, AND Second Amended and Restated Protective Covenants recorded in Instrument 20091016000392120 and Third Amended and Restated Protective Covenants recorded in Instrument 20150505000147980 in the Probate Office of Shelby County, Alabama;
- 6) Right of way, easements, and rights in connection therewith granted to The Water Works Board of the City of Birmingham, in Deed Volume 301, page 298;
- 7) Rights granted Alabama Power Company to construct, install, operate and maintain all conduits, cables, trans closures and other appliances and facilities useful or necessary for overhead and underground transmission and distribution of electric power and for underground communications service as set forth by instrument recorded in Misc. Book 21, page 855;
- 8) Easements and building lines as shown on recorded map;
- 9) Right of way granted to Shelby County as set forth in Deed Book 196, Page 223 in the Office of the Judge of Probate of Shelby County, Alabama; and
- 10) Agreement with Alabama Power Company relating to underground residential distribution system as recorded in real Volume 106, page 516.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
06/16/2017 04:00:25 PM  
S5277.00 CHERRY  
20170616000214360

A handwritten signature in black ink, appearing to be "James W. Fuhrmeister", is written over the printed name of the County Clerk.