

PREPARED BY:
Michael E. Mahurin, Esq.
Sidley Austin, LLP
1999 Avenue of the Stars, 17th Floor
Los Angeles, California 90067

20170925000348130
09/25/2017 01:24:15 PM
MORT 1/37

AFTER RECORDING RETURN TO:
OS National LLC
2170 Satellite Blvd., Ste. 200
Duluth, GA 30097
Attn: Charles Chacko

STATE OF ALABAMA) *This Instrument is recorded as additional security for indebtedness*
secured by a mortgage previously recorded in Jefferson County, AL,
SHELBY COUNTY) *upon the recording of which mortgage recording privilege taxes have*
been paid.

**THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED HEREBY FOR
RECORDING TAX PURPOSES IS \$5,765,500.00.**

**THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING SERVES AS FINANCING STATEMENT FILED
AS A FIXTURE FILING, PURSUANT TO SECTION 7-9A-502, CODE OF ALABAMA
1975, AS AMENDED.**

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

REX RESIDENTIAL PROPERTY OWNER A, LLC
(Mortgagor)
to
FORETHOUGHT LIFE INSURANCE COMPANY
(Mortgagee)

Dated: As of September 19, 2017
County: Shelby
State: Alabama

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

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "*Mortgage*") is made as of this 19th day of September, 2017, by **REX RESIDENTIAL PROPERTY OWNER A, LLC**, a Delaware limited liability company, as mortgagor, having an address at c/o Conrex, 3 Cordes Street, Charleston, South Carolina 29401 ("*Mortgagor*"), for the benefit of **FORETHOUGHT LIFE INSURANCE COMPANY**, an Indiana domiciled insurance company, as mortgagee, having an address at 4 World Trade Center, 51st Floor, 150 Greenwich Street, New York, New York 10007, Attention: Christopher Lin (together with its successors and/or assigns, "*Mortgagee*").

WITNESSETH:

A. This Mortgage is given to secure a loan (the "*Loan*") in the maximum principal sum of up to SEVENTY MILLION AND 00/100 DOLLARS (\$70,000,000.00) pursuant to that certain Commercial Loan Agreement dated as of the date hereof by and between Mortgagor and Mortgagee (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "*Loan Agreement*

ARTICLE I.

GRANTS OF SECURITY

Section 1.01 Property Mortgaged. Mortgagor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, grant a security interest, transfer and convey to Mortgagee, and its successors and assigns, all right, title, interest and estate of Mortgagor now owned, or hereafter acquired by Mortgagor, in and to the following (collectively, the "*Property*"):

(a) Land. The real property identified on Schedule 1 attached hereto and made a part hereof and more particularly described in Exhibits A-1 through A-4, inclusive, attached hereto and made a part hereof (collectively, the "*Land*");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Mortgage;

(c) Improvements. The buildings, structures, fixtures, additions

thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the Tenants of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (collectively, the “**Rents**”); (iii) all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment and performance of the Obligations, including the payment of the Debt; (iv) all of Mortgagor’s right, title and interest in, and claims under, any and all lease guaranties, letters of credit and any other credit support (individually, a “**Lease Guaranty**”, and collectively, the “**Lease Guaranties**”) given by any guarantor in connection with any of the Leases or leasing commissions (individually, a “**Lease Guarantor**”, and collectively, the “**Lease Guarantors**”) to Mortgagor; (v) all rights, powers, privileges, options and other benefits of Mortgagor as the lessor under any of the Leases and the beneficiary under any of the Lease Guaranties, including, without limitation, the immediate and continuing right to make claims for, and to receive, collect and acknowledge receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which Mortgagor or any lessor is or may become entitled to do under any of the Leases or Lease Guaranties; (vi) the right, subject to the provisions of the Loan Agreement, at Mortgage

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, management agreements, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Mortgagor therein and thereunder, including, without limitation, the right, upon the happening and during the continuance of any Event of Default, to receive and collect any sums payable to Mortgagor thereunder;

(n) Intellectual Property. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, URLs or other online media, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(o) Accounts. All reserves, escrows and deposit accounts maintained by Mortgagor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Loan Agreement or any other Loan Document, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof;

(p) Uniform Commercial

ACKNOWLEDGMENT

State of Connecticut

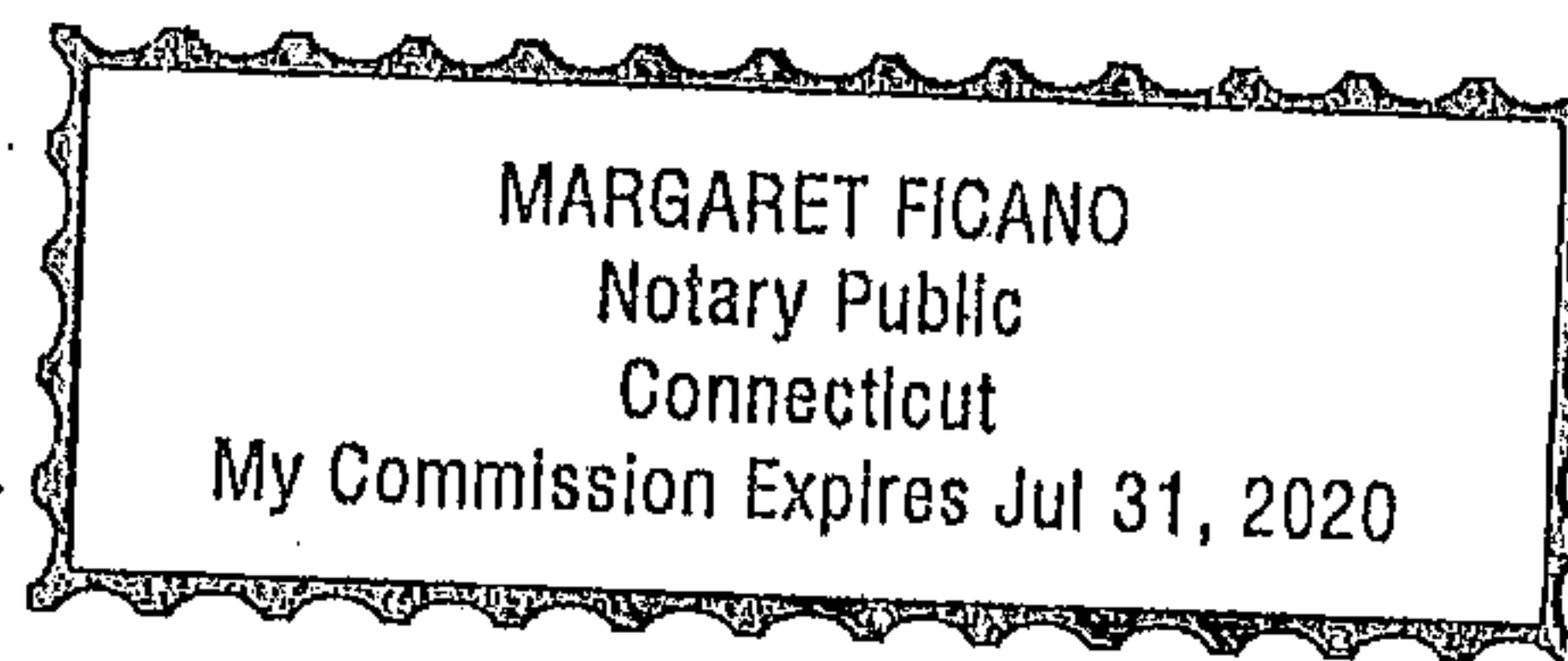
County of Fairfield ss.

On Sep. 15, 2017, before me, Margaret Ficano personally appeared Marc Porosoff, who proved to me on the basis of satisfactory evidence to be person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same is his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Connecticut that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Margaret Ficano
Signature of Notary Public



SCHEDULE 1

Property List

(Attached hereto)

Count	File Number	Address	City	State	Zip	County
1	CRGA3	108 CARRIAGE DR	MAYLENE	AL	35114	SHELBY
2	CRGA8	120 CARRINGTON LN	CALERA	AL	35040	SHELBY
3	CRGA48	872 BURNING TREE TRL	ALABASTER	AL	35007	SHELBY
4	CRGA7	1171 KING ARTHUR COURT	ALABASTER	AL	35007	SHELBY

EXHIBIT A-1 THROUGH A-4

Legal Descriptions

(Attached hereto)

EXHIBIT A-1

STREET ADDRESS: 108 CARRIAGE DR, MAYLENE, AL 35114

COUNTY: SHELBY

CLIENT CODE: CRGA3

TAX PARCEL ID/APN: 23 5 16 0 001 012.008

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS: LOT 8 ACCORDING TO THE SURVEY OF CARRIAGE HILLS, PHASE 1, A RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 13, PAGE 31, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT A-2

STREET ADDRESS: 120 CARRINGTON LN, CALERA, AL 35040

EXHIBIT A-3

STREET ADDRESS: 872 BURNING TREE TRL, ALABASTER, AL 35007

COUNTY: SHELBY

CLIENT CODE: CRGA48

TAX PARCEL ID/APN: 13 8 34 1 004 002.000

LOT 6, IN BLOCK 2, ACCORDING TO THE SURVEY OF NAVAJO HILLS, FIRST SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 18, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

EXHIBIT A-4

STREET ADDRESS: 1171 KING ARTHUR COURT, ALABASTER, AL 35007

COUNTY: SHELBY

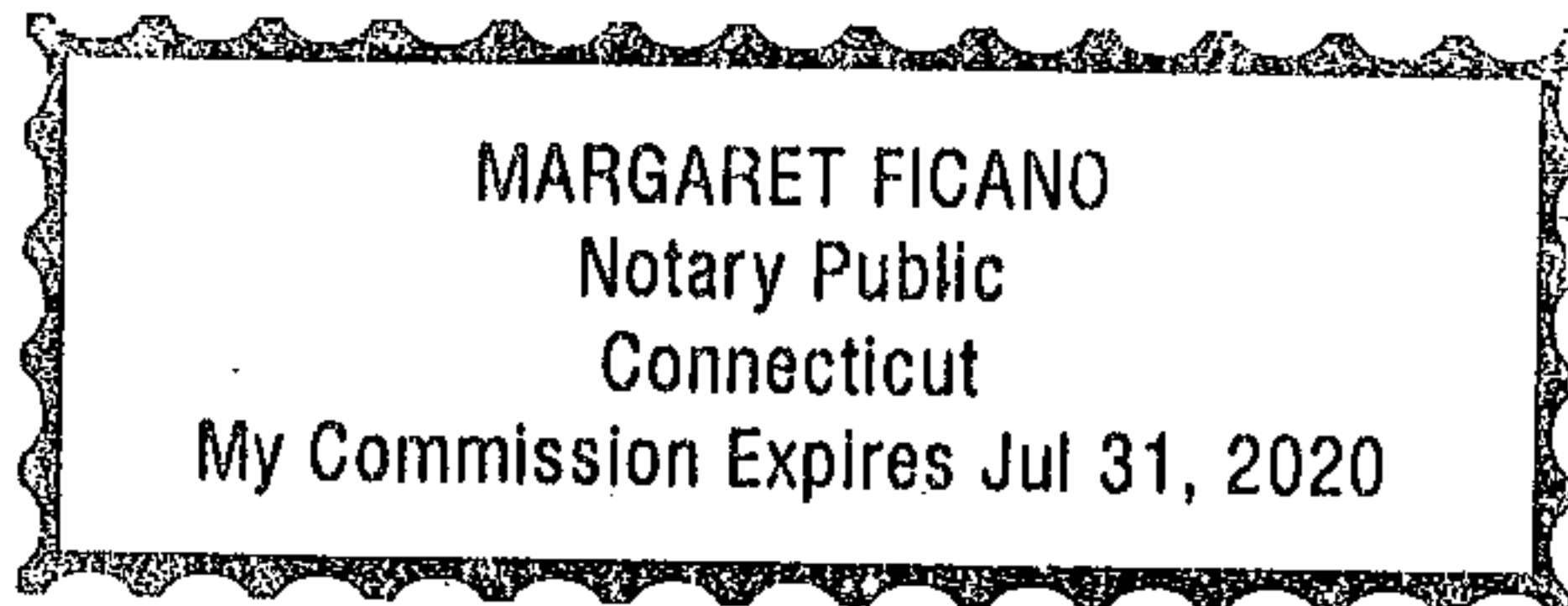
by Mark Porosoff
Mark Porosoff, solely in his capacity as Vice
President and Secretary of Mortgagor,
Affiant

Sworn to and subscribed before me this 22 day of September, 2017.

Notary Public Margaret Ficano

My Commission expires: 7-31-20

[SEAL]



by Howard Fife
Howard Fife, solely in his capacity as Vice
President of Mortgagor, Affiant

SCHEDULE I

<u>County</u>	<u>Valuation</u>	<u>Percentage of Valuation</u>
Jefferson	\$3,589,250	62.3%
Madison	\$1,296,250	22.5%
Morgan	\$126,250	2.2%
Shelby	\$753,750	<u>13.0%</u>
Total:	\$5,765,500	100%



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/25/2017 01:24:15 PM
\$124.00 DEBBIE
20170925000348130