

20171101000394590
11/01/2017 08:12:02 AM
MORT 1/13

This instrument prepared by
and upon recording return to:
Raymond P. Fitzpatrick, Jr.
1200 Corporate Dr., Suite 105
Birmingham AL 35242

STATE OF ALABAMA

)

)

COUNTY OF SHELBY

)

MORTGAGE,

THIS MORTGAGE (this “**Mortgage**”) is executed as of this the 29 day of August, 2017, by 700 Ridgeview, LLC, a Georgia limited liability company (the “**Mortgagor**”), as Mortgagor, in favor of **Hoover Financial, LLC**, a Pennsylvania limited liability company (together with its successors or assigns, the “**Mortgagee**”), as Mortgagee.

THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-102(a)(40) AND SECTION 7-9A-502 OF THE CODE OF ALABAMA.

RECITALS

Mortgagor has granted to Fidelity Bank a first mortgage in favor of Fidelity Bank, recorded as doc. no. 20140610000175530 in the Probate Office of Shelby County, Alabama (as the “Senior Lender”), which secures a loan from or financing by the Senior Lender to the Mortgagor in the original principal amount of \$6,000,000.00, and which is senior to any obligations to Mortgagee granted under this Agreement.

Mortgagor is indebted to Mortgagee for those certain Settlement and other obligations to pay money under the provisions of a Settlement Agreement (as amended, the “**Settlement Agreement**” capitalized terms used herein and not otherwise defined shall have the meanings ascribed in the Settlement Agreement) of even date herewith resolving certain claims by Mortgagee against Mortgagor and others, some of which have been liquidated in the original principal amount of Eight Hundred Twenty-Three Thousand Two Hundred Fifty and No/100 Dollars (\$823,250.00) (as amended, renewed, extended, increased, decreased, modified, restated or refinanced, the “**Secured Obligations**”), as further evidenced by that certain Promissory Note of even date herewith from Mortgagor, payable to the order of Mortgagee, in installments of principal and/or interest thereon (as amended, modified, renewed, restated or extended, the “**Note**”) and the obligations of the Settlement Agreement to pay an Existing Annual Additional Payment Amount and Monthly Additional Payments as further described in paragraph 8 of the Settlement Agreement. The payments due under the Note and the Existing Annual Additional Payment Amount and the Monthly Additional Payments are collectively referred to as the “**Secured Obligations**”.

As a condition precedent to entry into the Settlement Agreement, Mortgagee requires that Mortgagor execute this Mortgage as security for the Secured Obligations (as herein defined), all

renewals, extensions, restatements and modifications thereof, and all refinancings of any part of the Secured Obligations and any and all other additional indebtedness of Mortgagor to Mortgagee, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise (herein "**Other Indebtedness**").

GRANTING CLAUSES

NOW, THEREFORE, for and in consideration of the Secured Obligations and the Other Indebtedness, and to secure the prompt payment thereof, Mortgagor does hereby irrevocably grant, bargain, sell, convey, assign, transfer, mortgage, pledge, and set over unto Mortgagee, its successors and assigns, to have and to hold, with the power of sale as may be permitted by law, the Mortgaged Property (as hereinafter defined), and grants to Mortgagee a security interest in and to the Mortgaged Property;

TO SECURE unto Mortgagee the satisfaction of the entire Secured Obligations and the Other Indebtedness, at and in the manner stipulated herein, in the Note, in the Settlement Agreement and in the other Settlement Documents (as hereinafter defined), and the performance of the covenants and agreements of Mortgagor contained in the Settlement Documents, the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns forever, subject however to the terms and conditions herein;

PROVIDED, HOWEVER, that if Mortgagor shall (i) pay to Mortgagee and perform the entire Secured Obligations, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall cause all other obligated parties to keep, perform, and observe all and singular the covenants and promises herein, in the Note, in the Settlement Agreement and in each of the other Settlement Documents to be kept, performed, and observed, all without fraud or delay, and (ii) pay, perform and satisfy in full any and all Other Indebtedness; then this Mortgage, and all the properties, interests, and rights hereby granted, bargained, sold and conveyed shall cease, terminate, and be void, but shall otherwise remain in full force and effect.

AGREEMENT

FOR VALUABLE CONSIDERATION, Mortgagor agrees as follows:

1. **DEFINITIONS.** The following terms, when used in this Mortgage (including when used in the above recitals), shall have the following meanings:

Appurtenant Rights means all air rights, development rights, zoning rights, easements, rights-of-way, strips and gores of land, vaults, streets, roads, alleys, tenements, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter appurtenant to, or used or useful in connection with, or located on, under or above the Land, 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 Land, or any part thereof, now or hereafter.

Condemnation has the meaning given to that term in Section 10.

Fixtures means all property which is now or hereafter so attached to the Land or the Improvements as to constitute a fixture under applicable law and all renewals and replacements thereof and substitutions therefor, including, without limitation: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention, and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors; cabinets, paneling, rugs, and floor and wall coverings; fences, trees and plants; and exercise equipment.

Hazardous Materials means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls (“PCBs”) and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials in any form that is or could become friable; underground storage tanks, whether empty or containing any substance; any substance the presence of which on the Land and/or the Improvements is prohibited by any federal, state, or local authority; any substance that requires special handling; and any other material or substance now or in the future defined as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic substance,” “toxic pollutant,” “contaminant,” or “pollutant” within the meaning of any Hazardous Materials Law.

Hazardous Materials Laws means all federal, state, and local laws, ordinances, and regulations and standards, rules, policies, and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future and including all amendments, that relate to Hazardous Materials and apply to Mortgagor or to the Land and/or the Improvements. Hazardous Materials Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. Section 11001 et seq., and their state analogs.

Imposition Deposits means the additional deposits to be made by Mortgagor, if any, for (i) the premiums for fire and other hazard insurance, business interruption insurance and such other insurance as Mortgagee may reasonably require under the Settlement Documents and (ii) the yearly property Taxes.

Impositions means the obligations of Mortgagor for which the Imposition Deposits are required.

Improvements means all buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, including but not limited to, 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 apparatuses which are or shall be attached to the Land or said buildings, structures or improvements.

Instruments has the meaning given such term in the UCC, and includes, without limitation, all instruments, Chattel Paper, documents or other writings obtained by Mortgagor from or in connection with the operation of the Mortgaged Property (including without limitation, all ledger sheets, computer records and printouts, data bases, programs, books of account, software, trademarks or trade names, utility contracts, maintenance and service contracts, and files of Mortgagor relating thereto).

Land means that certain real property situated in Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Leases means any and all oral or written leases and other agreements for the use or occupancy of the Mortgaged Property made or agreed to by any person or entity (including, without limitation of the foregoing, Mortgagor and Mortgagee under the Settlement Documents) and any and all amendments, extensions, renewals, modifications, replacements, and guaranties thereof pertaining to all or any part of the Mortgaged Property, whether such leases or other agreements have been heretofore or are hereafter made or agreed to. Currently, there is a Lease on the Mortgaged Property, and such existing Lease shall be referred to as the Lease.

Mortgaged Property means all of Mortgagor's present and future right, title and interest in and to all of the following, provided that if any of the following capitalized terms are defined in the UCC, each such term shall have the meaning given such term in the UCC and shall include, without limitation, the additional items set forth in this Mortgage with respect to such term:

- (a) the Land;
- (b) all Appurtenant Rights;
- (c) all Improvements;
- (d) all Fixtures;
- (e) all Permits (to the extent assignable);
- (f) all Rents;
- (g) all Leases;
- (h) all Proceeds;

(i) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures or any other part of the Mortgaged Property entered into by Mortgagor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(j) all Imposition Deposits;

(k) all refunds or rebates of Impositions by any municipal, state, or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Mortgage is dated); and

(l) all renewals, replacements, and Proceeds of any of the foregoing and any substitutions therefor.

Permits means all licenses, permits, and certificates used or necessary in connection with the construction, ownership, operation, use, or occupancy of the Mortgaged Property, including, without limitation, business licenses, state health department licenses, food service licenses, licenses to conduct business, and all such other permits, licenses, and rights, obtained from any governmental, quasi-governmental, or private person or entity whatsoever concerning ownership, operation, use, or occupancy of the Mortgaged Property.

Permitted Encumbrances means the encumbrances identified in Exhibit "B" attached hereto and made a part hereof.

Proceeds means all awards, payments, earnings, royalties, issues, profits, liquidated claims, and proceeds (including proceeds of insurance and condemnation and any conveyance in lieu thereof), whether cash or noncash, moveable or immovable, tangible or intangible, from the sale, conversion (whether voluntary or involuntary), exchange, transfer, collection, loss, damage, condemnation, disposition, substitution, or replacement of any of the Mortgaged Property.

Rents means all rent and other payments of whatever nature from time to time payable pursuant to the Leases.

Senior Lender means Fidelity Bank, and any successor thereto.

Settlement Obligations means the aggregate of all principal and interest owing from time to time under the Settlement Agreement, the Note, the Amended and Restated Operating Agreement of 700 Ridgeview, LLC, or any other Settlement Document and all expenses, charges, premiums and other amounts from time to time owing under the Note, this Mortgage, the Settlement Agreement or the other Settlement Documents, and all covenants, agreements and other obligations from time to time owing to, or for the benefit of, Mortgagee pursuant to the Settlement Documents.

Taxes means all taxes, assessments, vault rentals, and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local

improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements.

Tenant means the existing tenant pursuant to the existing Lease, or any new Tenant that leases any part of the Mortgaged Property.

UCC has the meaning given to that term in Section 2.

UCC Collateral has the meaning given to that term in Section 2.

2. **UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.** Subject to rights previously granted to the Senior Lender, this Subordinated Mortgage is also a security agreement under the Uniform Commercial Code as in effect from time to time in the State of Alabama (the “UCC”) for any of the Mortgaged Property which, under applicable law, may be subject to a security interest under the UCC, whether acquired now or in the future, and all products and cash and non-cash Proceeds thereof (collectively, the “UCC Collateral”), and, as collateral and security for the Settlement Obligations, Mortgagor hereby grants to Mortgagee a security interest in the UCC Collateral. Mortgagor hereby authorizes Mortgagee to file financing statements, continuation statements, and financing statement amendments, in such form as Mortgagee may require to perfect or continue the perfection of this security interest and Mortgagor agrees, if Mortgagee so requests, to execute and deliver to Mortgagee such financing statements, continuation statements and amendments.

3. **LEASES.** Mortgagor acknowledges that the Land is subject to an existing Lease, and agrees that this Subordinated Mortgage shall not interfere with the existing Lease.

4. **RESERVED**

5. **USE OF PROPERTY.** The Mortgaged Property is subject to a Lease. Unless required by applicable law or as may be reasonably requested by the existing Tenant under the Lease, or as may be advisable to obtain a new Tenant, Mortgagor shall not (a) except for any change in use approved by Mortgagee, allow changes in the use for which all or any part of the Mortgaged Property is being contemplated to be used at the time this Mortgage was executed, or (b) initiate or acquiesce in a change in the zoning classification of the Land and/or the Mortgaged Property, except any change that does not adversely affect Mortgagor’s use of the Mortgaged Property.

6. **RESERVED**

7. **INSPECTION.** Subject to the rights of the Senior Lender, and tenant under any Lease, and the rights of privacy of any resident on the Mortgaged Property, Mortgagee, its agents, representatives, and designees may make or cause to be made entries upon and inspections of the Mortgaged Property (including environmental inspections and tests) during normal business hours, or at any other reasonable time, upon reasonable advance notice (which shall be at least one (1) Business Day) to Mortgagor (which may be oral), and any tenant, except in an emergency or during the continuance of an Event of Default, in which case no notice is required.

8. **TAXES; OPERATING EXPENSES.**

Mortgagee understands that all Taxes are the sole responsibility of the Tenant on the Property, and that Tenant has committed under the Lease to pay such Taxes. Mortgagee shall not be liable to Mortgagor for any failure of Tenant to perform under the Lease.

9. **RESERVED**

10. **PRESERVATION, MANAGEMENT, AND MAINTENANCE OF MORTGAGED PROPERTY.** Mortgagee understands that the Mortgaged Property is subject to an existing Lease. Mortgagee acknowledges and agrees that the use by the Tenant under the existing Lease is a valid and proper use of the Mortgaged Property, and that any such continued use shall be deemed valid.

11. **CONDEMNATION.** Mortgagor shall promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect (a "Condemnation").

12. **TRANSFERS OF THE MORTGAGED PROPERTY OR BENEFICIAL INTERESTS IN MORTGAGOR.** Except as expressly permitted by the Settlement Documents, no transfer of any part of the Mortgaged Property or any beneficial interest of Mortgagor shall be permitted without Mortgagee's prior express written consent which may be withheld in Mortgagee's sole and absolute discretion.

13. **RESERVED**

14. **RESERVED**

15. **RESERVED**

16. **FORBEARANCE.**

(a) Mortgagee may agree with Mortgagor, from time to time, at Mortgagee's option and without giving notice to, or obtaining the consent of, or having any effect upon the obligations of any guarantor or other third party obligor, extend the time for payment of all or any part of the Settlement Obligations, reduce the payments due under this Mortgage, the Settlement Agreement, or any other Settlement Document, release anyone liable for the payment of any amounts under this Mortgage, the Settlement Agreement, or any other Settlement Document, accept a renewal of the Settlement Agreement, modify the terms and time of payment of the Settlement Obligations, join in any extension or subordination agreement, release any Mortgaged Property, take or release other or additional security, modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable under the Settlement Agreement, or otherwise modify this Mortgage, the Settlement Agreement, or any other Settlement Document.

(b) Any forbearance by Mortgagee in exercising any right or remedy under the Settlement Agreement, this Mortgage, the Guaranty, or any other Settlement Document or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right

or remedy. The acceptance by Mortgagee of payment of any part of the Settlement Obligations after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Mortgagee's right to require prompt payment when due of all other payments on account of the Settlement Obligations or to exercise any remedies for any failure to make prompt payment. Enforcement by Mortgagee of any security for the Settlement Obligations shall not constitute an election by Mortgagee of remedies so as to preclude the exercise of any other right available to Mortgagee. Mortgagee's receipt of any insurance and/or condemnation proceeds shall not operate to cure or waive any Event of Default.

17. **RESERVED**

18. **RESERVED**

19. **RESERVED**

20. **RESERVED**

21. **RESERVED**

22. **GOVERNING LAW.**

(a) This Mortgage shall be governed by the laws of the State of Alabama.

(b) Mortgagor agrees that its assets shall be used first to satisfy all claims of creditors organized or domiciled in the United States and that no assets of Mortgagor in the United States shall be considered part of any foreign bankruptcy estate.

23. **NOTICE.** Any notice or other communication required or permitted to be given by this Mortgage or other Settlement Documents or by applicable law shall be in writing and shall be provided in accordance with the Settlement Agreement and in each case addressed as follows:

If to Mortgagee:

Hoover Financial, LLC
c/o Cantone Research, Inc.
766 Shrewsbury Avenue
Tinton Fall, NJ 07724
Att: Anthony J. Cantone, Managing Member

with a copy to:

Michael F. O'Neill, Esq.
3379 Peachtree Road, NE
Suite 625
Atlanta, Georgia 30326

If to Mortgagor:

Timothy McGaughey, Esq.
3577 Chamblee Tucker Road
Suite A #313
Atlanta, Georgia 30341

Either party may change its address to another single address by notice given as herein provided, except any change of address notice must be actually received in order to be effective.

24. **RESERVED**

25. **RESERVED**

26. **FULL RECONVEYANCE.** Upon the payment and performance in full of all Settlement Obligations (other than contingent obligations which survive the release hereof and as to which no event giving rise to the incurrence of any such obligation shall have occurred) and upon the payment and satisfaction of all Other Indebtedness, and upon written request of Mortgagor, Mortgagee shall reconvey the Mortgaged Property and shall surrender to Mortgagor the Note (marked Paid in Full) and all other documents evidencing the Settlement Obligations secured by this Mortgage. The grantee in such reconveyance may be described as the Mortgagor or other "person or persons legally entitled thereto." Such reconveyance shall operate as a reassignment of the Rents and profits assigned to Mortgagee under the Assignment of Leases and Rents.

27. **EXECUTION OF DOCUMENTS BY MORTGAGEE.** Without notice to or affecting the liability of Mortgagor or any other Person for the payment or performance of the Settlement Obligations, without affecting the lien or priority of this Mortgage or Mortgagee's rights and remedies under the Settlement Documents, and without liability to Mortgagor or any other Person, Mortgagee shall have the right, at any time and from time to time, to do any one or more of the following: (a) reconvey any part of the Mortgaged Property to Mortgagor and (b) execute any extension agreement relating to any or all of the Settlement Obligations, any document subordinating the lien of this Mortgage to any other lien or document, or any other document relating to the Mortgaged Property, the Settlement Obligations, or the Settlement Documents.

28. **FUTURE ADVANCES, REVOLVING AND OPEN-END SETTLEMENTS, AND OTHER DEBTS.** It is expressly understood that this Mortgage is intended to and does secure not only the Settlement Obligations, but also future advances and any and all Other Indebtedness, obligations and liabilities, direct or contingent, of Mortgagor to Mortgagee, whether now existing or hereafter arising, and any and all extensions, renewals, modifications and refinancings of same, or any part thereof, existing at any time before actual cancellation of this Mortgage on the probate records of the county where the Mortgaged Property is located, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise. The Settlement and the Other Indebtedness may, if provided in the applicable Settlement instruments, provide for revolving or open-end Settlements and advances, all of which shall be secured by this Mortgage.

29. **COMMERCIAL SETTLEMENT.** Mortgagor represents and warrants that the Settlements or other financial accommodations included as Settlement Obligations secured by this Mortgage were obtained solely for the purpose of carrying on or acquiring a business or commercial investment and not for residential, consumer, or household purposes.

30. **RESERVED**

31. **SEVERABILITY; AMENDMENTS.** The invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision, and all other provisions shall remain in full force and effect. Except as may be provided in the Settlement Documents, this Mortgage contains the entire agreement among the parties as to the rights granted and the obligations assumed in this Mortgage. This Mortgage may not be amended or modified except by a writing signed by the party against whom enforcement is sought.

32. **MISCELLANEOUS PROVISIONS.** The captions and headings of the sections of this Mortgage are for convenience only and shall be disregarded in construing this Mortgage. Any reference in this Mortgage to an "Exhibit" or a "Section" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Mortgage or to a section of this Mortgage. All Exhibits attached to or referred to in this Mortgage are incorporated by reference into this Mortgage. Any reference in this Mortgage to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time. Use of the singular in this Agreement includes the plural and use of the plural includes the singular. As used in this Mortgage, the term "including" means "including, but not limited to."

33. **RESERVED**

34. **SUCCESSORS AND ASSIGNS BOUND.** This Mortgage shall bind, and the rights granted by this Mortgage shall inure to, the respective successors and assigns of Mortgagee and Mortgagor.

35. **COUNTERPARTS.** This Mortgage may be executed in any number of counterparts, all of which when taken together shall constitute one and the same Mortgage.

36. **RESERVED**

[SIGNATURE ON FOLLOWING PAGE]

[Signature Page to Mortgage and Security Agreement]

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be properly executed as of the date first above written.

MORTGAGOR:

700 Ridgeview, LLC,
a Georgia limited liability company

Witnessed by: Kathryn Branigan

Signature: Kathryn Branigan

Printed name: Kathryn Branigan

By: [Signature]

Name: Chris Brown

Its: MANAGER

STATE OF GEORGIA)

COUNTY OF FULTON)

I, Courtney Ringlein, a Notary Public in and for said County, in said State, hereby certify that Chris Brown whose name as the MANAGER of 700 Ridgeview, LLC, a Georgia limited liability company, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said agreement, she/he, as such _____ and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 29th day of August, 2017.

[AFFIX SEAL]

Courtney Ringlein
Notary Public
My Commission Expires: 2/07/2021



EXHIBIT "A"

LEGAL DESCRIPTION

State of Alabama
County of Shelby

Lot 2D-3A, according to the Southerland Place resurvey, as recorded in
Map Book 25, page 143, in the Probate Office of Shelby County, Alabama.

EXHIBIT B

PERMITTED ENCUMBRANCES

“Permitted Encumbrances” means, as of August 1, 2016, (i) a first mortgage in favor of Fidelity Bank, recorded as doc. no. 20140610000175530 in the Probate Office of Shelby County, Alabama (as the “Senior Lender”), which secures a loan from or financing by the Senior Lender to the Mortgagor in the original principal amount of \$6,000,000.00, (ii) liens for ad valorem taxes, special assessments, and other charges not then delinquent or for taxes, assessments, and other charges being contested by appropriate proceedings diligently pursued, and (iii) now existing and recorded as of August 1, 2016 utility, access, and other easements and rights of way, restrictions, and exceptions (other than liens); and (iv) liens listed as Permitted Encumbrances under the Mortgage granted to the Senior Lender.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/01/2017 08:12:02 AM
\$1285.95 CHARITY
20171101000394590

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the typed name of the Probate Judge.