


PREPARED BY MARIANNE G. ROBAK

WHEN RECORDED MAIL TO:
TEXAS CAPITAL BANK, N.A.
RESIDENTIAL BUILDER FINANCE-LOAN OPERATIONS
2350 Lakeside Blvd., Ste. 800
Richardson, Texas 75082


20180126000027420 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
01/26/2018 12:12:04 PM FILED/CERT

(Space Above for Recorder's Use Only)

HYPOTHICATION AGREEMENT

This Hypothecation Agreement is entered into this day of January 5, 2018 by and between **RC BIRMINGHAM, LLC**, an Alabama limited liability company ("Owner") and **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION** ("Lender").

RAUSCH COLEMAN HOMES, LLC ("Borrower") and Lender entered into that certain Borrowing Base Loan Agreement dated December 13, 2017 ("Loan Agreement"), providing for loans up to the aggregate of Twenty-Five Million and No/100 Dollars (\$25,000,000.00) as may be amended, modified, and/or increased from time to time ("Line of Credit"), which amount is evidenced by that certain Note dated as of even date therewith. In order to induce Lender to make a loan in the amount of \$25,000,000.00 ("Loan") to Borrower pursuant to the terms of the Loan Agreement, and in consideration thereof, Owner hereby consents and agrees that the property owned by the Owner whether currently owned or hereafter acquired (the "Property"), of which Owner is the sole owner, may be pledged and delivered to Lender as collateral security (together with all rents, issues and profits accruing therefrom) for any and all obligations and liabilities of Borrower to Lender whether now existing or hereafter arising in connection with the Property, due or to become due, and any extensions or renewal thereof, on any terms and conditions whatsoever and with the same force and effect as if said Property were owned by Borrower. Owner further specifically agrees that such Property may be received, held, and/or disposed of by Lender subject and pursuant to all the terms and conditions of any and all notes, contracts, or agreements heretofore or hereafter signed by Borrower, as maker, endorser, or guarantor, including all extensions and renewals thereof, and authorize and empower Lender from time to time to take any action with respect to such Property authorized by the terms of any such agreement and without notice Owner, subject to applicable law.

Owner will derive an indirect benefit from the Loan from Lender to Borrower and understands that Lender would not make the Loan to Borrower unless Owner pledged the Property as collateral therefor and executed and delivered this Hypothecation Agreement to Lender. Owner hereby waive(s) notice of the making, renewing, or extending of the Loan or financial accommodation to Borrower.


This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of Owner and inure to the benefit of Lender's successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:


RC BIRMINGHAM, LLC, an Alabama limited liability company

By: **Rausch Coleman Homes, LLC**, an Arkansas limited liability company, its Sole Member

By: 
David C. Frye
Manager

BORROWER:

RAUSCH COLEMAN HOMES, LLC, an Arkansas limited liability company

By: 
David C. Frye
Manager

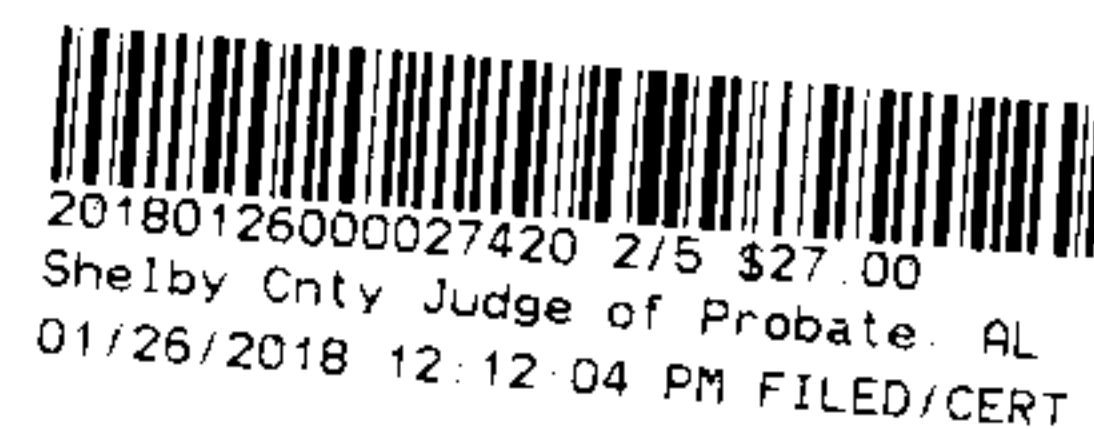
LENDER:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

RC BIRMINGHAM, LLC, an Alabama limited liability company

By: **Rausch Coleman Homes, LLC**, an Arkansas limited liability company, its Sole Member

By: _____
David C. Frye
Manager

BORROWER:

RAUSCH COLEMAN HOMES, LLC, an Arkansas limited liability company

By: _____
David C. Frye
Manager

LENDER:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By: _____
Susan Brooks

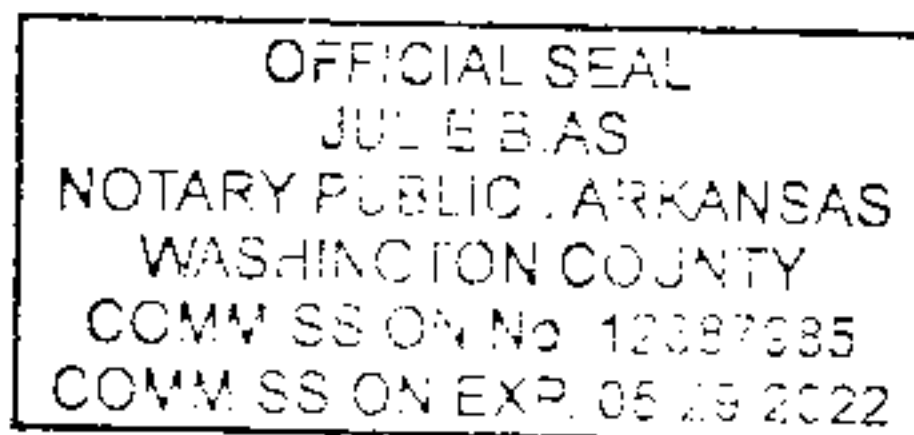
Name: _____
Susan Brooks

Title: _____
Vice President

THE STATE OF Arkansas §
§
COUNTY OF Washington § ss.

I, a Notary Public for the County and State aforesaid, do hereby certify that the foregoing instrument was voluntarily executed for the purposes therein stated by RC BIRMINGHAM, LLC, an Alabama limited liability company, and that David C. Frye, as the Manager of said company being authorized to do so, executed the foregoing on behalf of the company and is personally known to me or has produced drivers license as identification. Witness my hand and official seal this 5th day of January, 2018.

By: Julie Bias
Notary Public in and for the State of
Julie Bias, Arkansas



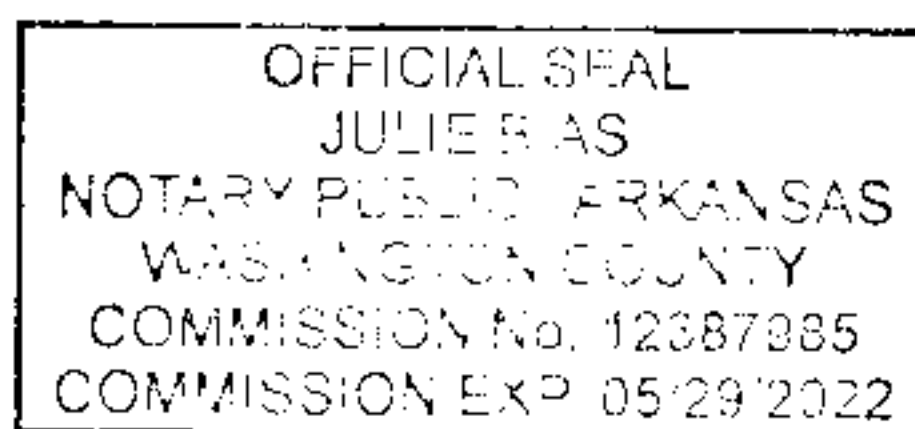
Printed Name: Julie Bias
My Commission Expires: 5-29-22

(Affix Notary Seal)

THE STATE OF Arkansas §
§
COUNTY OF Washington § ss.

I, a Notary Public for the County and State aforesaid, do hereby certify that the foregoing instrument was voluntarily executed for the purposes therein stated by RAUSCH COLEMAN HOMES, LLC, an Arkansas limited liability company, and that David C. Frye as the Manager of said company being authorized to do so, executed the foregoing on behalf of the company and is personally known to me or has produced drivers license as identification. Witness my hand and official seal this 5th day of January, 2018.

By: Julie Bias
Notary Public in and for the State of
Arkansas



Printed Name: Julie Bias
My Commission Expires: 5-29-22

(Affix Notary Seal)

[Additional Notary Public Acknowledgements on the Following Page]

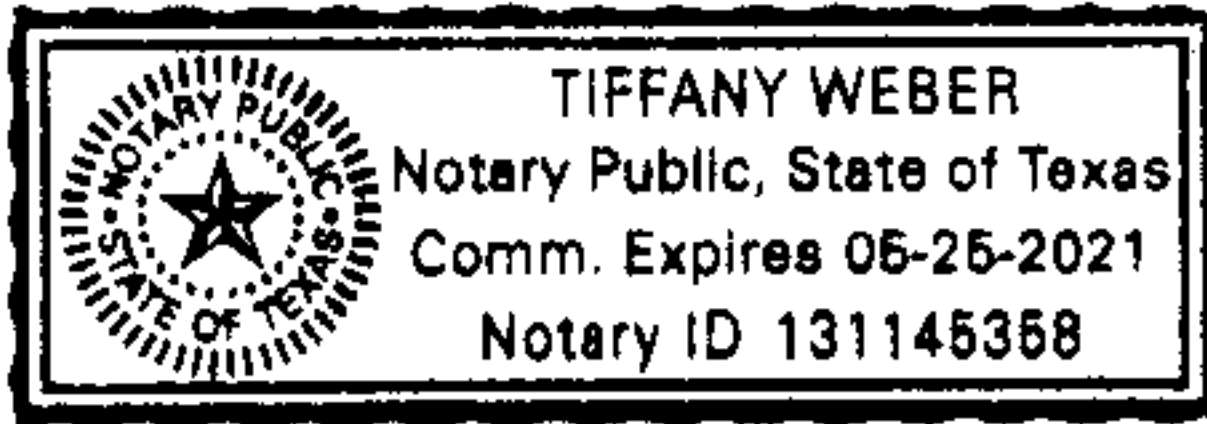
THE STATE OF TEXAS

COUNTY OF Harris

§
§
§

ss.

I, a Notary Public for the County and State aforesaid, do hereby certify that the foregoing instrument was voluntarily executed for the purposes therein stated by TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, and that SUSAN BROOKS as the Vice President of said Bank being authorized to do so, executed the foregoing on behalf of the bank and is personally known to me or has produced ID as identification. Witness my hand and official seal this 5th day of January, 2018.



By: Tiffany Weber
Notary Public in and for the State of Texas

Printed Name: Tiffany Weber

My Commission Expires: 05/25/2021

(Affix Notary Seal)

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