

**MORTGAGE AND SECURITY AGREEMENT**

**THIS MORTGAGE AND SECURITY AGREEMENT** (hereinafter called the "Mortgage") is made and entered into this 6<sup>th</sup> day of February, 2018, by and between **Newcastle Construction, Inc.**, an Alabama corporation (hereinafter called the "Mortgagor," whether one or more), whose address is 3978 Parkwood Road SE, Bessemer, Alabama 35022 and **SERVISFIRST BANK**, An Alabama State Bank (hereinafter called the "Mortgagee") whose address is 2500 Woodcrest Place, Homewood, AL 35209, Attn: Clark Zinsmeister.

or instrument they may be evidenced or whether they are evidenced by agreement or instrument, and whether incurred as maker, endorser, surety, guarantor, member of a partnership, syndicate, joint venture, association or other group, or otherwise, and any and all extensions, renewals and modifications of any of the same: and

(c) the compliance with all of the stipulations, covenants, agreements, representations, warranties and conditions contained in this Mortgage.

**SECTION 1.02. Granting Clauses.** As security for the payment of the Debt the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, its successors and assigns, the property and interests in property described in the following Granting Clauses (a) through (e), both inclusive, and does grant to the Mortgagee a security interest in, said property and interests in property:

(a) Lot A-29, according to the Survey of Griffin Park at Eagle Point Sector 1 Phase

dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Improvements.

(e) Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to Mortgagee or in which the Mortgagee is granted a security interest, as and for additional security hereunder by the Mortgagor, or by anyone on behalf of, or with the written consent of, the Mortgagor.

(All of the property and interests in property described in the foregoing Granting Clauses (a) through (e), both inclusive, of this Section 1.02 are herein sometimes collectively called the "Property". The personal property described in Granting Clause (d) of this Section 1.02 and all other personal property covered by this Mortgage is herein sometimes collectively called the "Personal Property".)



















