

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT ("Mortgage") is made as of July 9, 2018 by **LTMJTM, LLC**, an Ohio limited liability company, whose address is 7611 Easy Street, Mason, Ohio 45040 ("Borrower"), in favor of **Fifth Third Bank**, an Ohio banking corporation, whose address is 5695 Romar Drive, Milford, Ohio 45150 ("Lender").

THIS MORTGAGE SERVES AS A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO SECTION 7-9A-502, 2006 ALABAMA CODE.

WHEREAS, Borrower is justly indebted to Lender for borrowed money in the principal sum of Two Hundred Forty Nine Thousand Five Hundred and No/100 Dollars (\$249,500.00) (the "Loan"), as evidenced by a promissory note of even date herewith from Borrower, payable to Lender in installments with interest thereon (said promissory note, as the same may hereafter be renewed, extended or modified, being herein called the "Note").

TO SECURE TO LENDER (a) the repayment of the indebtedness evidenced by the Note and the other Obligations (as defined in the Loan Agreement referred to below), with interest thereon, and all renewals, extensions and modifications thereof; (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance of the covenants and agreements of Borrower contained in the Note, this Mortgage, the Loan Agreement of even date herewith between Borrower and Lender (as it may be amended from time to time, the "Loan Agreement"), and any and all other Loan Documents (as defined in the Loan Agreement), Borrower does hereby mortgage, grant, convey and assign to Lender certain real property located in Shelby County, Alabama and described on Exhibit A attached hereto and made a part hereof.

TOGETHER, with all buildings, improvements and tenements now existing or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all other real property now or hereafter acquired by Borrower which may by further agreement of the parties hereto be made subject to the lien of this Mortgage or any supplement thereto, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever, whether real, personal or mixed real and personal property, now or hereafter located in, or on, or used, or intended to be used in connection with the management, maintenance and operation of the property and owned by Borrower, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, sewage and garbage disposal systems, security and access control apparatus, radio, telephone and television systems and related equipment therefor, computers and all hardware and software therefor, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers,

disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures; and all income, charges and monies, derived from the use, lease, sublease, rental or other disposition of the property and the proceeds from any insurance or condemnation award pertaining thereto; and all accounts, contract rights, intangibles, actions and rights in action, instruments and documents, including, but not limited to, all plans and specifications and all permits, consents, approvals, licenses or authorizations of any governmental or regulatory authority or any person, corporation, partnership or other entity, used, or intended to be used in connection with the property; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Mortgage, and all of the foregoing, together with said property, are herein referred to as the "Property."

TO HAVE AND TO HOLD the Property, with the appurtenances thereunto belonging, unto Lender, its successors and assigns forever. And Borrower does, for itself and its successors and assigns, hereby covenant with Lender, its successors and assigns, that Borrower is lawfully seized of the Property in fee simple and has good right to convey the same; that the Property is free and clear from all encumbrances whatsoever, except for zoning ordinances, if any, taxes and assessments not yet due and payable, and any easements and restrictions listed in a schedule of exceptions to coverage in the title insurance policy insuring Lender's interest in the Property; and that Borrower will warrant and defend the Property, with the appurtenances thereto belonging, to Lender, its successors and assigns forever, against all claims and demands whatsoever, excepting only as aforesaid.

PROVIDED, HOWEVER, that, if Borrower shall pay to Lender the principal and interest payable in respect to the Note and the other Obligations, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by Borrower, and shall keep, perform, and observe all and singular the covenants and promises in the Note, in the Loan Agreement, and in each of the Loan Documents expressed to be kept, performed, and observed by and on the part of Borrower, all without fraud or delay, then this Mortgage, and all the properties, interest, and rights hereby granted, bargained, and sold shall cease, determine, and be void, but shall otherwise remain in full force and effect.

Lender, at its option, may make future advances to Borrower, provided, that nothing contained herein shall constitute an obligation to do so. Such future advances, with interest at the rate payable from time to time on the outstanding principal under the Note, shall be secured by this Mortgage when evidenced by the Note or by any other instrument indicating that such advances are secured by this Mortgage or when advanced under the terms of this Mortgage. Lender may make such future advances (a) at the request of Borrower, whether or not there is any obligation to make future advances; or (b) to pay, with or without the consent or request of Borrower, any amounts which may be due under this Mortgage or under any other mortgage or lien affecting the Property.

Capitalized terms used herein and not otherwise defined will be given the meanings set forth in the Loan Agreement.

Borrower hereby covenants, agrees, represents and warrants as follows:


1. PERFORMANCE OF OBLIGATIONS. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment premiums and any late charges provided in the Note and all other sums secured by this Mortgage, and shall fully and punctually keep and perform the other terms, covenants, agreements, provisions and conditions contained in the Note, the Loan Agreement, this Mortgage, or any of the other Loan Documents.

2. FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES. If requested at any time by Lender, Borrower shall pay to Lender on the day monthly installments of principal and/or interest are payable under the Note (or on another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of (a) the yearly taxes and assessments which may be levied on the Property, and (b) the yearly premium installments for fire and other hazard insurance, business interruption insurance and such other insurance covering the Property as Lender may require pursuant to Section 4 hereof, all as reasonably estimated initially and from time to time by Lender.

Lender shall apply the Funds to pay said taxes, assessments and insurance premiums so long as Borrower is not in breach of any covenant or agreement of Borrower in this Mortgage. Lender shall make no charge for so holding and applying the Funds, analyzing said account or for verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest, earnings or profits on the Funds. The Funds are pledged as additional security for the sums secured by this Mortgage and shall be subject to the right of set-off.

If the amount of the Funds held by Lender shall exceed the amount deemed necessary by Lender to provide for the payment of taxes, assessments and insurance premiums on the date which is thirty (30) days prior to the date when they become due and payable, such excess shall be credited to Borrower on the next monthly installment or installments of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender to pay taxes, assessments and insurance premiums, on the date which is thirty (30) days prior to the date when they become due and payable, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty (30) days after notice from Lender to Borrower requesting payment thereof.

Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, the Loan Agreement or any of the other Loan Documents, Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, any Funds held by Lender at the time of application (i) to pay taxes, assessments and insurance premiums which are now or will hereafter become due or (ii) as a credit against sums secured by this Mortgage. Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.


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3. CHARGES; LIENS. Borrower shall pay or cause to be paid, when due, all taxes, assessments, water and sewer rents, premiums, license fees, dues, charges, and levies of any kind attributable to the Property. Upon Lender's request, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower will not suffer or permit any mechanic's, laborer's, material supplier's or other lien which or could be prior, equal or inferior to the lien of this Mortgage to be filed or otherwise asserted against or remain on the property and shall cause the same to be released and discharged, or transferred to bond as permitted by law.

4. INSURANCE. Borrower shall obtain and at all times keep in force the following policies of insurance: (a) all risk insurance, insuring the buildings and improvements now existing or hereafter erected on the Property against loss or damage caused by fire, lightning, windstorm, hail, explosion, vandalism, malicious mischief and such other casualties and hazards as are covered by such insurance, for not less than their full insurable value, with a full replacement cost endorsement; (b) boiler and machinery insurance; (c) flood insurance, if any portion of the Property is located in a flood risk area as designated by the United States Department of Housing and Urban Development; (d) public liability insurance coverage in a reasonable amount; and (e) such other insurance in such form and in such amounts as may from time to time reasonably be required by Lender.

Insurance shall be written by a company or companies approved by Lender. No lien upon any of such policies of insurance or upon any refund or return of premium which may be payable on the cancellation or termination thereof shall be given other than to Lender, except by proper endorsement affixed to such policy and approved by Lender.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include (a) a clause that said insurance will not be terminated until thirty (30) days after written notice thereof to Lender from the insurance carrier, and (b) a noncontributory standard mortgagee clause in favor of and in form acceptable to Lender. Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy or certified copy thereof, or other evidence of renewal, in form satisfactory to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds, provided, however, that nothing contained in this Section 4 shall require Lender to incur any expense or to take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property ("Reconstruction") or (b) to apply the balance of such proceeds to the payment of the sums secured by this Mortgage, whether or not then due, in the order determined by Lender.

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of Reconstruction, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, lien waivers, sworn statements of mechanics and material suppliers and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may require. If the insurance proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in Sections 1 and 2 hereof or change the amounts of such installments. If the Property is sold pursuant to Section 22 hereof or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

5. PRESERVATION AND MAINTENANCE OF PROPERTY. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds or the proceeds of any award, payment or claim for damages relating to any condemnation or other taking of the Property are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon, in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, including, without limitation, all laws, rules and regulations regarding the use, storage, removal and disposal of hazardous waste or toxic substances, (f) shall generally operate and maintain the Property in a manner to ensure maximum income, and (g) shall not diminish in any respect nor materially alter the existing buildings or improvements on the Property and shall not erect additional buildings, additions to existing buildings or other structures on the Property without Lender's prior written consent.

6. USE OF PROPERTY. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Mortgage was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent. Borrower shall, within ten (10) days after written request from Lender, furnish Lender with true and complete copies of all available licenses, approvals and permits necessary for the lawful use, occupancy and operation of the Property.

7. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is

commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, may make such appearances, disburse such sums, and take such action as Lender deems necessary in its sole discretion to protect Lender's interest including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, (iii) procurement of satisfactory insurance as provided in Section 4 hereof, and (iv) payment of any other costs incurred for the protection of the Property. No such advance shall relieve Borrower of the consequences of any default or of the commencement of any such action or proceeding.

Any amounts disbursed by Lender pursuant to this Section 7, with interest thereon at the Default Rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable upon demand by Lender. Borrower hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this Section 7 shall require Lender to incur any expense or take any action hereunder.

8. INSPECTION. Lender, at any time and from time to time, may make or cause to be made reasonable entries upon and inspections of the Property.

9. BOOKS AND RECORDS. Borrower shall keep and maintain at all times complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases, plans, drawings and other documents which affect the Property. Such books, records, contracts, leases, plans, drawings and other documents shall be subject to examination, inspection and copying by the Lender during normal business hours and upon reasonable notice to Borrower.

10. CONDEMNATION. Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim for damages, direct or consequential, in connection with any condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender to be applied as provided in this Section 10.

Borrower authorizes Lender to apply such awards, payments, proceeds of damages, after the deduction of Lender's expenses incurred in the collection of such

amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this Mortgage, whether or not then due, in the order determined by Lender, with the balance, if any, to Borrower.

If the condemnation proceeds are held by Lender to reimburse Borrower for the cost of Reconstruction, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at its option, condition disbursement of said proceeds on Lender's approval of plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and material suppliers and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may require. If the condemnation proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in Sections 1 and 2 hereof or change the amounts of such installments. Borrower agrees to execute and deliver to Lender such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

11. BORROWER AND LIEN NOT RELEASED. From time to time, Lender may, at its option, without giving notice to or obtaining the consent of Borrower, any Guarantor, or any other Person, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Mortgage, extend the time for payment of the indebtedness secured by this Mortgage or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, release from the lien of this Mortgage any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this Section 11 shall not affect the obligation of Borrower or its successors or assigns to pay the sums secured by this Mortgage and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any Person for payment of the indebtedness secured by this Mortgage, and shall not affect the lien or priority of lien hereof on the Property.

12. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Mortgage after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage, nor shall Lender's receipt of any awards,

proceeds or damages under Section 4 or 10 hereof operate to cure or waive Borrower's default in payment of sums secured by this Mortgage.

13. ESTOPPEL CERTIFICATE. Borrower shall, within ten (10) days after written request from Lender, furnish Lender with a written statement, in form and substance acceptable to Lender, duly acknowledged, which shall set forth the sums secured by this Mortgage and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Mortgage.

14. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for all of Borrower's Equipment, Fixtures, Inventory, Goods, Accounts, General Intangibles, Chattel Paper, Investment Property, Instruments, Documents, Letter of Credit Rights, and Supporting Obligations, as each such term is defined under the applicable version of the Uniform Commercial Code in effect, and Borrower hereby grants to Lender a security interest in such assets. Borrower agrees that Lender may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender upon Lender's request any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statement and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may require. Without Lender's prior written consent, Borrower shall not create or suffer to be created any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in Section 22 as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in Section 22 below.

15. LEASES OF THE PROPERTY. Borrower shall comply with and observe all of Borrower's obligations as landlord under all leases of the Property or any part thereof. Borrower, at Lender's request, shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases hereafter entered into will be in form and substance subject to the approval of Lender. Borrower shall not, without Lender's written consent, execute, modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter made of all or any part of the Property, permit an assignment or sublease of such lease without Lender's written consent, or request or consent to the subordination of any lease of all

or any part of the Property to any lien subordinate to this Mortgage. If Borrower becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Borrower shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to set-off against rent, (ii) notify Lender thereof and of the amount of said set-offs, and (iii) within ten (10) days after such accrual, take such steps as shall effectively discharge such set-off and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

Borrower shall, within ten (10) days after written request from Lender, furnish Lender with tenant estoppel certificates, in form and substance acceptable to Lender duly executed by all tenants under leases of the Property, which shall certify, as Lender may require, including, without limitation, that the tenant's lease is in full force and effect without modification, that the tenant is paying rent on a current basis and that there exists no prepayment of rent for more than thirty (30) days in advance and no right of set-off, counterclaim or other defense against the tenant's obligations or the landlord's enforcement under such lease, or shall state the reasons the foregoing certifications cannot be given.

Borrower hereby transfers and assigns to Lender as further security for the payment of the Note and the other Obligations all of the following (collectively, the "Leases"): (i) all present and future leases granted by Borrower covering all or any portion of the Property, (ii) all agreements for use or occupancy of any portion of the Property, (iii) all present and future ground leases for use or occupancy of any portion of the Property, (iv) any and all guarantees of the performance of any lessee under any lease of all or any part of the Property, (v) any extensions, amendments, modifications, supplements or replacements to any lease of all or any part of the Property (or to any guarantee or other item assigned pursuant to this Section) and (vi) any and all further leases and subleases, lettings or agreements (including rights and respective tenants holding over and tenancies following attornment) of all or any part of the Property. The rights assigned hereunder include but are not limited to all of Borrower's rights (a) to materially modify the Leases; (b) to terminate or to accept the surrender thereof; (c) to waive or release the lessees from the observance or performance by the lessees of any material covenant or condition of the Leases; and (d) to give any consent to any assignment of the Leases or any sublease of any part of the Property.

16. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As part of the consideration for the indebtedness evidenced by the Note, Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents, issues, profits and revenues of the Property, including those now due, past due, or to become due by virtue of any Lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents, issues, profits and revenues of the Property are payable. Borrower hereby authorizes Lender or Lender's agents to collect the aforesaid rents, issues, profits and revenues, and hereby directs each tenant of the Property to pay such rents, issues, profits and revenues to Lender or Lender's agents; provided, however, that prior to written notice given by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Mortgage, Borrower shall collect and receive all rents, issues, profits and revenues of the Property

as trustee for the benefit of Lender and Borrower, to apply the rents, issues, profits and revenues so collected to the sums secured by this Mortgage in the order provided in the Note with the balance, so long as no such breach has occurred, to the account of Borrower, it being intended by Borrower and Lender that this assignment of rents, issues, profits and revenues constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Mortgage, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of all rents, issues, profits and revenues and shall have paid over to it all tenant deposits with a full accounting thereof relating to the Property as specified in this Section 16 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents, issues, profits and revenues shall immediately, upon delivery of such notice, be held by Borrower as trustee for the benefit of Lender only. Borrower agrees that commencing upon delivery of such written notice of Borrower's breach by Lender to Borrower, each tenant of the Property shall make such rents, issues, profits and revenues payable to and pay such rents, issues, profits and revenues to Lender or Lender's agents on Lender's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each tenant's premises on the Property, without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower.

Borrower hereby covenants that Borrower has not executed any prior assignment of said rents, issues, profits and revenues, that Borrower has not performed, and will not perform, any acts, or has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this Section 16, and that at the time of execution of this Mortgage there has been no anticipation or prepayment of any of the rents, issues, profits and revenues of the Property for more than one (1) month prior to the due dates of such rents, issues, profits and revenues, Borrower covenants that Borrower will not hereafter collect or accept payment of any rents, issues, profits and revenues of the Property more than one (1) month prior to the due dates of such rents, issues, profits and revenues, without the prior written consent of Lender, Borrower further covenants that Borrower will execute and deliver to Lender such further assignments of rents, issues, profits and revenues of the Property as Lender may from time to time request.

Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents, issues, profits and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. If Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage. Borrower hereby expressly

consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents, issues, profits and revenues, collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Mortgage shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, issues, profits and revenues, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Property and then to the sums secured by this Mortgage, Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents, issues, profits and revenues actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the property by reason of anything done or left undone by Lender under this Section 16.

If the rents, issues, profits and revenues of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, issues, profits and revenues, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this Mortgage pursuant to Section 7 hereof. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon demand from Lender to Borrower and shall bear interest from the date of disbursement at the Default Rate (as defined in the Loan Agreement).

Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of rents, issues, profits and revenues as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Mortgage ceases to secure indebtedness held by Lender.

17. ACCELERATION IN CASE OF BORROWER'S INSOLVENCY. If Borrower shall voluntarily file a petition under the Federal Bankruptcy Code, as it may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if, within 30 days after filing, Borrower shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if Borrower shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Borrower or Borrower's property, or if the Property shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower shall make an assignment for the benefit of Borrower's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within sixty (60) days, then all of the sums secured by this Mortgage shall

thereupon automatically become and be immediately due and payable and Lender's obligation to make any additional advances shall terminate without prior notice to Borrower and without the need for any declaration or other action by Lender or any other party, and Lender may invoke any remedies permitted by Section 22 hereof. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Mortgage pursuant to Section 7 hereof.

18. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER. If Borrower, without the prior written consent of the Lender, shall sell, convey, alienate, mortgage or encumber the Property or any part thereof, or any interest therein or shall contract to do the same, or shall be divested of its title or any interest therein in any manner or way, whether voluntary or involuntary, or in the event of any merger, consolidation, or dissolution affecting Borrower or a transfer of an ownership interest in Borrower, Lender may at Lender's option, declare all of the sums secured by this Mortgage to be immediately due and payable and Lender may invoke any remedies permitted by Section 22 below.

19. FORECLOSURE OF OTHER LIENS. Should foreclosure proceedings be instituted against the Property upon any other lien or claim whether alleged to be superior or junior to the lien of this Mortgage, Lender may at its option immediately upon institution of such suit or during the pendency thereof declare all of the sums secured by this Mortgage to be immediately due and payable and Lender may invoke any remedies permitted by Section 22 below.

20. REPRESENTATIONS AND WARRANTIES. As a material inducement to Lender to make the loan secured by this Mortgage, Borrower represents and warrants to Lender as follows: (a) as of the date hereof and at all times hereafter all documents (including but not limited to leases and tenant estoppel certificates), data, representations, exhibits, financial information and other material delivered by Borrower to Lender in connection with the application and commitment for, and consummation of, said loan are true, correct and accurate, and may be relied upon by Lender notwithstanding any investigation heretofore or hereafter made by or on behalf of Lender, (b) as of the date hereof, there has been no material adverse change in the business, condition (financial or otherwise) or Property of the Borrower from that shown in the aforementioned documents, data, representations, exhibits, financial information and other material delivered by Borrower to Lender, and (c) no broker or other party is entitled to any fee or commission arising out of the application and commitment for, and consummation of, the loan secured by this Mortgage which has not and will not be paid and provided for by Borrower. Borrower agrees to indemnify and hold harmless Lender from and against any loss, damage, cost, expense or liability arising out of a breach of any of the foregoing representations and warranties.

21. ENVIRONMENTAL MATTERS.

(a) If (i) any hazardous materials, defined herein to include any toxic substances or related materials, including, without limitation, any substances defined as or included

in the definition of “hazardous substances”, “hazardous waste”, “hazardous materials”, or “toxic substances” under any Hazardous Materials Laws (which include without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, and the Occupational Health and Safety Act), become present or are discovered in or on the Property other than those which are licensed and approved in accordance with all applicable laws and regulations and are in compliance with such laws and regulations, (ii) there is a discharge, deposit, injunction, dumping, spilling, leaking, incineration or placing of any hazardous materials into or on the Property in violation of applicable law, rule, ordinance or regulation, or (iii) the use, generation, treatment, storage or disposal of any hazardous materials on the Property is in violation of any applicable law, rule, ordinance or regulation, then such event shall constitute a default under this Mortgage, subject however to the limitations of subparagraph (b) hereof.

(b) Borrower shall be solely responsible for, and shall indemnify and hold harmless Lender and its successors and assigns from and against, any loss, damage, cost, expense or liability arising out of the presence (whether prior to or during term of the loan secured by this Mortgage) of hazardous materials on, under or about the Property, including, without limitation: (i) the costs of any required or necessary repair, cleanup or detoxification of the Property, including the soil and ground water thereof, and the preparation and implementation of any closure, remedial or other required plans; (ii) damage to any natural resources; and (iii) all reasonable costs and expenses incurred by Lender in connection with clauses (i) and (ii), including but not limited to reasonable attorneys’ and consultants’ fees.

(c) Any costs or expenses incurred by Lender for which Borrower is responsible or for which Borrower has indemnified Lender shall be paid to Lender on demand, and failing prompt reimbursement, shall be added to the indebtedness secured by this Mortgage and earn interest at the Default Rate until paid in full.

22. DEFAULT; ACCELERATION; REMEDIES. It shall be an Event of Default under this Mortgage if any Event of Default (as defined in the Loan Agreement) shall occur or if Borrower shall breach any covenant, agreement or warranty in this Mortgage and such breach, if of a nature that it can be cured, continues for thirty (30) days after the occurrence thereof.

22.1. ACCELERATION OF MATURITY. If an Event of Default shall have occurred, then the entire indebtedness shall, at the option of Lender, immediately become due and payable without notice or demand, time being of the essence of this Mortgage, and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

22.2. PERFORMANCE BY LENDER. Upon the occurrence of any default in the payment, performance or observance of any term, covenant or condition of this Mortgage, Lender may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by Lender in connection therewith, with interest

thereon at the Default Rate, shall be secured hereby and shall be, without demand, immediately repaid by Borrower to Lender. Lender is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Borrower or any Person. Notwithstanding anything to the contrary herein, Lender shall have no obligation, explicit or implied, to pay, perform, or observe any such term, covenant, or condition.

22.3. LENDER'S POWER OF ENFORCEMENT AND POWER OF SALE.

(a) If an Event of Default shall have occurred, Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (i) to enforce payment of the Note and other Obligations or the performance of any term thereof or any other right, power or remedy hereunder, (ii) to foreclose this Mortgage and to sell the Property, as an entirety or in separate lots or parcels, as provided by applicable law, and (iii) to pursue any other remedy available to it, all as Lender shall deem most effectual for such purposes. Lender shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Lender may determine.

(b) If an Event of Default shall have occurred, Lender may sell the Property at public outcry to the highest bidder for cash in front of the Court House door in the county where the Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Lender or any Person conducting the sale for Lender is authorized to execute and deliver to the purchaser at said sale a deed to the premises so purchased. Lender may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. At the foreclosure sale, the Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Lender may elect.

22.4. PURCHASE BY LENDER. Upon any foreclosure sale or sale of all or any portion of the Property under the power herein granted, Lender may bid for and purchase the Property and shall be entitled to apply all or any part of the indebtedness as a credit to the purchase price.

22.5. APPLICATION OF PROCEEDS OF SALE. In the event of a foreclosure or other sale of all or any portion of the Property, the proceeds of said sale shall be applied, first, to the expenses of such sale and of all proceedings in connection therewith, including reasonable attorneys' fees (attorneys' fees and expenses shall become absolutely due and payable whenever foreclosure is commenced); then to insurance premiums, liens, assessments, taxes and charges including utility charges advanced by Lender hereunder, and interest thereon; then to payment of the indebtedness and accrued interest thereon, in such order of priority as Lender shall determine, in its sole discretion; and finally the remainder, if any, shall be paid to Borrower, or to the Person lawfully entitled thereto.

22.6. BORROWER AS TENANT HOLDING OVER. In the event of any foreclosure sale or sale under the powers herein granted, Borrower (if Borrower shall remain in possession) shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily disposed according to provisions of law applicable to tenants holding over.

22.7. WAIVER OF APPRAISEMENT, VALUATION, ETC. Borrower agrees, to the full extent permitted by law, that in case of a default on the part of Borrower hereunder, neither Borrower nor anyone claiming through or under Borrower will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension, exemption or laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Borrower, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets subject to the lien of this Mortgage marshaled upon any foreclosure or sale under the power herein granted.

22.8. DISCONTINUANCE OF PROCEEDINGS. In case Lender shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Lender, then in every such case, Borrower and Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Lender shall continue as if no such proceedings had occurred.

22.9. REMEDIES NOT EXCLUSIVE. Lender shall be entitled to enforce payment and performance of the indebtedness and to exercise all rights and powers under this Mortgage or under any other of the Loan Documents or other agreement or under any laws now or hereafter in force, notwithstanding that some or all of the indebtedness may now or hereafter be otherwise secured, whether by mortgages, deeds of trust, deeds to secure debt, pledges, liens, assignments or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Lender's right to realize upon or enforce any other security now or hereafter held by Lender, it being agreed that Lender shall be entitled to enforce this Mortgage and any other security now or hereafter held by Lender in such order and manner as Lender may in its discretion determine. No right or remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Lender or to which it otherwise may be entitled, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Lender, and Lender may pursue inconsistent remedies.

23. WAIVER OF STATUTE OF LIMITATIONS. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this

Mortgage or to any action brought to enforce the Note or any other obligation secured by this Mortgage.

24. WAIVER; REMEDIES CUMULATIVE. No waiver of any term, provision, condition or covenant contained in this Mortgage shall be effective unless set forth in writing signed by Lender, and any such waiver shall be effective only to the extent set forth in such writing. No waiver by Lender of any term, provision, condition or covenant hereunder shall constitute or be deemed to be a waiver of or excuse the subsequent observance or performance of any of the terms, provisions, conditions or covenants of this Mortgage. Each remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

25. FURTHER ASSURANCES. Borrower will execute, acknowledge and deliver all and every such further assurance in law for the better assuring, conveying, assigning and transferring unto Lender all and singular the Property hereby conveyed, assigned or transferred or intended so to be or which Borrower may be or hereafter become bound to convey, assign or transfer to Lender, in such manner as Lender shall require.

26. SUCCESSORS AND ASSIGNS BOUND; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Section 18 hereof. In exercising any rights hereunder or taking any actions provided herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the sections, subsections and paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.


27. GOVERNING LAW; SEVERABILITY. The creation of Lender's rights and interest hereunder, the perfection of the lien, security interest and other rights and interest granted or otherwise arising hereunder and the exercise of Lender's rights, powers and remedies with relation to the Property will be governed by and construed in accordance with the laws of the State of Alabama. Otherwise, the Loan Agreement, the Note, and the other Loan Documents will be construed in accordance with the laws of the State of Ohio, excluding its conflict of laws rules.

If any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage, the Loan Agreement or the other Loan Documents which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage, the Loan Agreement and the other Loan Documents are declared to be severable. If any applicable law limiting the amount of interest, attorney's fees or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Mortgage or in the Note, whether considered separately or together with other charges levied in connection with this Mortgage and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation.

The amounts, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this Mortgage or evidenced by the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.


28. RELEASE. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage. Borrower shall pay Lender's reasonable costs incurred in discharging this Mortgage.

[signature page follows]

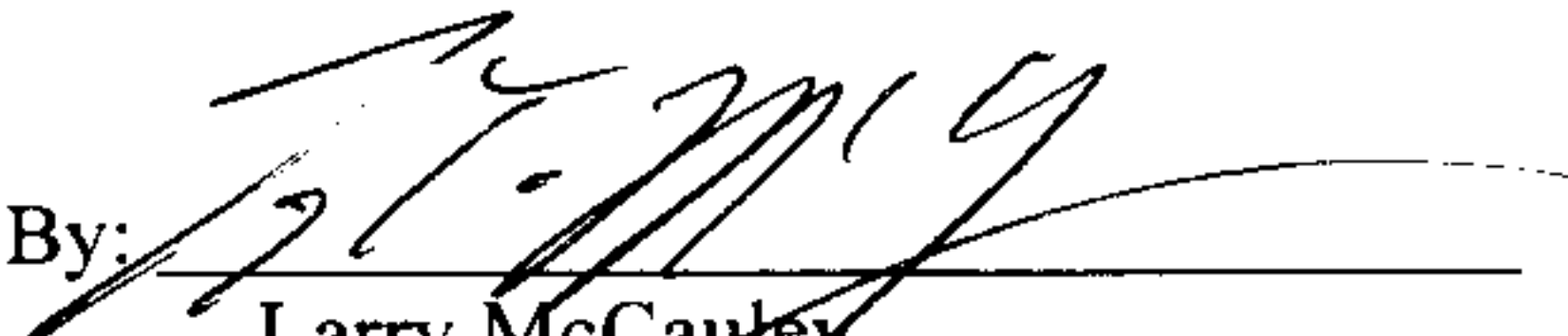

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IN WITNESS WHEREOF, Borrower has executed and delivered this Mortgage, Assignment of Rents and Leases, and Security Agreement as of the date first set forth above.

Signed and Acknowledged
In the Presence of:


Carley Grogan

BORROWER:
LTMJTM, LLC


By: 
Larry McCauley
Managing Member

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Executed and acknowledged before me on the 6 day of July, 2018 by Larry McCauley, the duly authorized Managing Member of LTMJTM, LLC, an Ohio limited liability company, on behalf of the limited liability company.



CARLEY GROGAN
Notary Public, State of Ohio
My Commission Expires
March 5, 2022


Notary Public

My Commission Expires: March 5 2022

This instrument was prepared by:
David S. Bence, Esq.
Frost Brown Todd LLC
3300 Great American Tower
301 East Fourth Street
Cincinnati, OH 45202



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Shelby Cnty Judge of Probate: AL
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Exhibit A

Legal Description

Situate in the County of Shelby, State of Alabama:

Lot 4, according to the survey of Commercial Court, a Commercial Subdivision, as recorded in Map Book 26, Page 117, in the Probate Office of Shelby County, Alabama.

