

THIS INSTRUMENT PREPARED BY (and after
recording please return to):

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STATE OF ALABAMA)
:
SHELBY COUNTY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned **JSJF PROPERTIES I, LLC**, an Alabama limited liability company (hereinafter "**Mortgagor**"), is justly indebted to **JEFFREY L. SMITH, as trustee of the Shirley E. Smith 2014 Irrevocable Trust**, a Florida trust (hereinafter "**Mortgagee**"), in the initial principal sum of Two Million One Hundred Seventy-One Thousand Four Hundred Fifty and No/100ths Dollars (\$2,171,450.00), evidenced by that certain promissory note executed on this same date by Mortgagor in favor of Mortgagee, and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned Mortgagor, do and does hereby grant, bargain, sell and convey unto the said Mortgagee approximately 685 acres of real property situated in Shelby County, Alabama, and more particularly described on *Exhibit A* hereto (the "**Property**").

The Property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD, the above granted Property unto the said Mortgagee forever; and for the purpose of further security the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said Property, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; to further secure said indebtedness, the undersigned agrees to keep the improvements on said Property insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, to said

Mortgagee; and if undersigned fails to keep the Property insured as above specified, or fail to deliver said insurance policies to said Mortgagee than said Mortgagee has the option of insuring the Property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance shall be deemed satisfied and discharged, but should default be made in the payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said Property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee shall be authorized to take possession of the Property hereby conveyed and with or without first taking possession, after giving twenty-one days' notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or together, as Mortgagee may deem best, in front of the Courthouse door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale; First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured, at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agrees that said Mortgagee may bid at said sale and purchase said Property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and the undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Court, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.


Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, Mortgagor has hereunto set its hand and seal on the 31st day of July, 2018.

MORTGAGOR:

JSJF PROPERTIES I, LLC

By: JLS Management Company, LLC
As its: Authorized Member

By:  Jeffrey L. Smith
As its: Member

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Jeffrey L. Smith**, whose name as the **Member** of **JLS Management Company, LLC**, a Delaware limited liability company, as the **Authorized Member** of **JSJF Properties I, LLC** an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and official seal of office, this 31st day of July, 2018.

[NOTARIAL SEAL]


Notary Public

My Commission Expires:

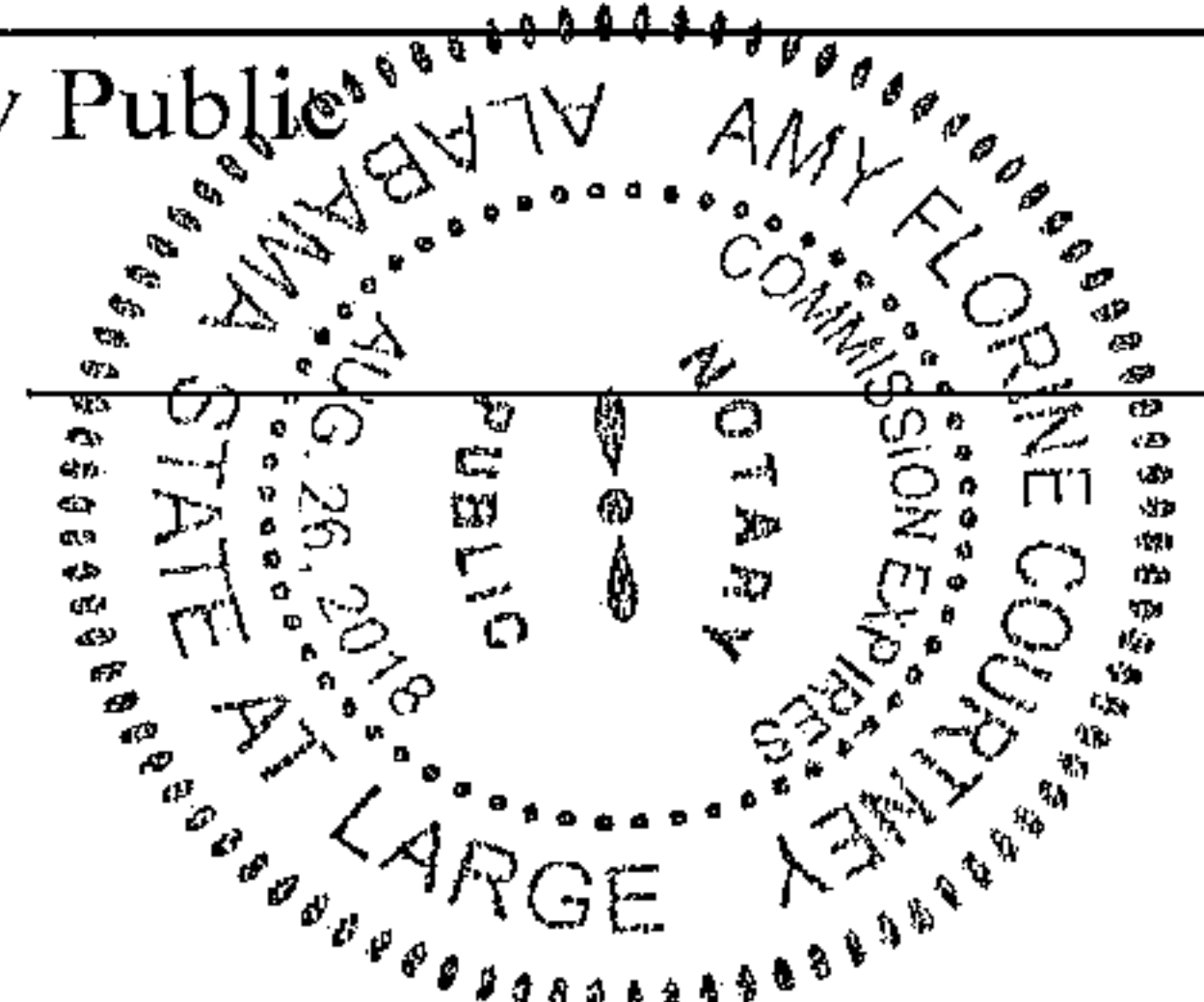


EXHIBIT A

Legal Description of Property

A parcel of land located in the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25, and the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 26, and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, and the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ lying north of CSX railroad ROW and lying West of Western boundary of Alabama Power electric transmission line Right-of-Way and the SW $\frac{1}{4}$ lying north of CSX railroad ROW and lying West of Western boundary of Alabama Power electric transmission line Right-of-Way of Section 36, all lying in Township 19 South, Range 1 East, in Shelby County, AL containing 677 acres, more or less.

Less and Except all Right-of-ways and Easements.

Together with the following easements:

Easement 1

A sixty (60) foot wide non-exclusive easement over and across certain real property owned by the Grantor located in Shelby County, Alabama which is more particularly identified on the map as the permanent easement (the "Permanent Easement") for purposes of providing access to and from certain property owned by the Grantee. Grantor reserves the right to replace the easement conveyed herein with another easement at a reasonable location, provided said replacement easement shall be of a similar quality as the one replaced. The route shall not be moved until the alternate route is in substantially the same condition as the original route. Any expense or cost relating to the moving or altering the route shall be paid by the Grantor.

Easement 2

A forty (40) foot wide non-exclusive easement over and across certain real property owned by the Grantor located in Shelby County, Alabama which is more particularly identified on the map as the revocable easement (the "Revocable Easement") for purposes of providing access to and from certain property owned by the Grantee. Grantor reserves the right to terminate the Revocable Easement at Grantor's sole and absolute discretion, by giving written notice to Grantee, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the effective date therein specified.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/03/2018 12:06:27 PM
\$3281.25 CHERRY
20180803000277160

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