


This instrument prepared by
and after recording return to:

Ray D. Gibbons, Esq.
Gibbons Law LLC
1200 Corporate Drive, Suite 150
Birmingham, Alabama 35242


20180920000337120 1/9 \$3789.00
Shelby Cnty Judge of Probate, AL
09/20/2018 10:51:55 AM FILED/CERT

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage"), is made and entered into as of September 14, 2018, by **PELHAM CCS DEVELOPMENT, LLC**, an Alabama limited liability company (the "Borrower"), and **COVENANT CLASSICAL SCHOOL PELHAM, LLC**, an Alabama limited liability company ("CCS"), and together with Borrower, hereinafter referred to collectively as the "Mortgagors" and each singularly as a "Mortgagor"), each of whose address is 1310 Alford Avenue, Suite 202, Birmingham, Alabama 35226, Attention: Richard N. Vest, Jr. and Richard N. Vest III, in favor of **SYNOVUS BANK**, a Georgia banking corporation (the "Bank"), whose address is 800 Shades Creek Parkway, Suite 200, Birmingham, Alabama 35209, Attention: Mike Crane. Capitalized terms used herein and not defined shall have the meanings ascribed thereto in that certain Credit Agreement of even date herewith among Mortgagors and Bank (as amended from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, Borrower is justly indebted to Bank in the maximum principal amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) pursuant to the provisions of the Credit Agreement, such indebtedness being evidenced by the Note; and

WHEREAS, Mortgagors desire to secure the Obligations, including, but not limited to, the obligations (i) to pay the principal of and interest on the Note in accordance with the respective terms thereof and/or of the Credit Agreement (including any and all extensions, modifications, and renewals thereof and substitutions therefor), and (ii) to pay, repay or reimburse Bank for all amounts owing under any of the Loan Documents, including all Indemnified Losses and Default Costs.

NOW, THEREFORE, for and in consideration of Bank making the Loan and to secure the prompt payment and performance of the Obligations, each Mortgagor does hereby irrevocably CONVEY, WARRANT, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, PLEDGE and set over unto Bank, and its successors and assigns, all of such Mortgagor's right, title and interest of whatever kind, nature or description, whether now owned or hereafter acquired, and wherever located (hereinafter referred to as a "Mortgagor's Interest"), in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and 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 apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by such Mortgagor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all Persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

(c) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same 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 Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by such Mortgagor;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of such Mortgagor of, in and to the same;

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief (collectively, the "Rents"); and

(f) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of such Mortgagor of, in and to any of the foregoing.

TO HAVE AND TO HOLD the Mortgaged Property and all parts, rights, members and appurtenances thereof, to the use and benefit of Bank and the successors, successors in title and assigns of Bank, forever; and each Mortgagor covenants that such Mortgagor is lawfully seized and possessed of such Mortgagor's Interest in and to the Mortgaged Property as aforesaid and has good right to convey the same, that the same are unencumbered except for those matters expressly set forth in Exhibit A hereto, and each Mortgagor hereby warrants and will forever defend the title thereto against the claims of all Persons whomsoever, except as to those matters set forth in said Exhibit A.

The Lien of this Mortgage automatically will attach to any further, greater, additional or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time hereafter acquired by any Mortgagor by whatsoever means and without any further action or filing or recording on the part of any Mortgagor or Bank or any other Person.

MORTGAGORS HEREBY COVENANT AND AGREE WITH BANK AS FOLLOWS:

ARTICLE I

1.01 Payment and Performance of Loan Documents. Mortgagors will perform, observe and comply with all the provisions hereof, and of each of the other Loan Documents, including, but not limited to, the due and punctual payment of the principal amount due under the Note, together with interest thereon, and all other sums of money required to be paid by Mortgagors pursuant to any one or more of the Loan Documents.

1.02 Security Agreement. With respect all personal property (the "Personal Property") constituting part of the Mortgaged Property which is subject to the provisions of Article 9 of the Uniform Commercial Code as enacted in the state wherein the Land is situated (the "UCC"), this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such Personal Property in compliance with the provisions of the UCC, and each Mortgagor hereby grants to Bank a security interest in all of such Mortgagor's Interest in said Personal Property. Each Mortgagor authorizes Bank to file one or more financing statements reciting this Mortgage to be a security agreement affecting all of such Personal Property. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage, or otherwise in respect of an Event of Default, shall be (a) as prescribed herein or in any other Loan Document with respect thereto, or (b) as prescribed by applicable Law, including the UCC, all at Bank's sole election. Mortgagors agree that the filing of such financing statement(s) in the records normally having to do with personal property shall not in any way affect the agreement of Mortgagors and Bank that everything used in connection with the production of income from the Mortgaged Property or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings both legal or equitable, shall be regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in

an Exhibit to this Mortgage, or (iii) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (A) the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain proceedings for taking or for loss of value, or (C) any Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Bank as determined by this instrument or affect the priority of Bank's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement(s) is solely for the protection of Bank in the event any court shall at any time hold, with respect to the foregoing items (A), (B), or (C), that notice of Bank's priority of interest, to be effective against a particular class of persons, must be filed in the UCC records. This Mortgage may be filed as a financing statement in any office where Bank deems such filing necessary or desirable and Mortgagors will promptly upon demand reimburse Bank for the costs therefor.

1.03 Use of Mortgaged Property. Mortgagors shall at all times operate the Mortgaged Property as a school and daycare facility. Mortgagors shall not be permitted to alter or change the use of the Mortgaged Property without the prior written consent of Bank.

1.04 Conveyance of Mortgaged Property. Except as otherwise expressly permitted by the Credit Agreement, no Mortgagor shall directly or indirectly encumber (by Lien, junior mortgage, or otherwise), pledge, convey, transfer or assign any or all of such Mortgagor's Interest in the Mortgaged Property without the prior written consent of Bank.

1.05 Acquisition of Collateral. Except as otherwise expressly permitted by the Credit Agreement, Mortgagors shall not acquire any Personal Property subject to any Lien taking precedence over the Lien of this Mortgage.

ARTICLE II

2.01 Events of Default. The term "Event of Default", wherever used in this Mortgage, shall mean an "Event of Default" as defined in the Credit Agreement.

2.02 Rights and Remedies.

(a) If an Event of Default shall have occurred, then in addition to the rights and remedies provided for under any other Loan Document or under applicable Law, then at the option of Bank this Mortgage may be foreclosed in any manner now or hereafter provided by Alabama law, and to the extent provided or allowed by Alabama law, Bank, or its agent, may sell the Mortgaged Property or any part of the Mortgaged Property at one or more public sales before the front or main door of the courthouse of the county or counties, as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required. At any such sale, Bank may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. Bank shall have the right to enforce any of its remedies set forth herein without notice to Mortgagors, except for such notice as may be required by Law. In the event of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or

pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels and in such manner or order as Bank in its sole discretion may elect, and if Bank so elects, Bank may sell the personal property covered by this Mortgage at one or more separate sales in any manner permitted by the UCC, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or the Obligations are paid in full. If the Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Bank at its option may exhaust the remedies granted under any of said security instruments or this Mortgage either concurrently or independently, and in such order as Bank may determine.

Said sale may be adjourned by Bank, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

(b) In the event of any sale of the Mortgaged Property as authorized by this Section, all prerequisites of such sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment or non-performance of the Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

2.03 Purchase by Bank. Upon any foreclosure sale or sale of all or any portion of the Mortgaged Property under the power herein granted, Bank may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price.

2.04 Mortgagors as Tenants Holding Over. In the event of any such foreclosure sale or sale under the powers herein granted, any Mortgagor (if any Mortgagor shall remain in possession) and all Persons holding under such Mortgagor shall be deemed tenants holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of Law applicable to tenants holding over.

2.05 Waiver of Appraisement, Valuation, Etc. Mortgagors agree, to the full extent permitted by Law, that in case of an Event of Default, neither Mortgagors nor anyone claiming through or under Mortgagors will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead, exemption or redemption 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 Mortgaged Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and each Mortgagor, 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 security interest of this Mortgage marshaled upon any foreclosure or sale under the power herein granted.

2.06 Waiver of Homestead. Each Mortgagor hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the Laws of the United States and of any state, in and to the Mortgaged Property as against the collection of the Obligations, or any part thereof.

2.07 Leases. To the extent allowed by applicable Laws, the assignment of Rents and Assigned Leases herein provided for is an absolute assignment and not an assignment for additional security only, provided that except as may be provided otherwise pursuant to any other Loan Document, each Mortgagor shall have the revocable license to take such actions with respect to the Assigned Leases and enter into such agreements and exercise (or refrain from exercising) all its rights and perform its obligations under the Assigned Leases (so long as the same does not otherwise give rise to a Default), including the right to collect each payment of Rents at the time provided in any applicable Assigned Lease for such payment, it being understood and agreed that if any Law exists requiring Bank to take actual possession of the Mortgaged Property (or some action equivalent to taking possession of the Mortgaged Property (such as securing the appointment of a receiver) for Bank to "perfect" or "activate" the rights and remedies of Bank as provided in this Mortgage or any other Loan Document, each Mortgagor waives the benefit of such Law. Upon the occurrence of any Event of Default, (i) the license granted herein shall immediately and automatically cease and terminate and shall be void and of no further force or effect, and (ii) Bank shall immediately be entitled to possession of any Rents (whether or not Bank enters upon or takes control of all or any portion of the Mortgaged Property). Bank, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Mortgagors, a defense to any proceeding instituted by Bank to collect the sums secured hereby.

ARTICLE III

3.01 Successors and Assigns. This Mortgage shall be binding upon Mortgagors, their respective heirs, successors and assigns and subsequent owners of the Mortgaged Property, or any part thereof, and shall inure to the benefit of the Bank and its successors and assigns and any holder of the Obligations.

3.02 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama.

3.03 Notices. All notices provided for herein shall be given and deemed received when given and received in accordance with the terms of the Credit Agreement.

3.04 Assignment. This Mortgage is assignable by Bank and any assignment of this Mortgage by Bank shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Bank.

3.05 Future Advances. Upon request of Borrower, Bank, at Bank's option so long as this Mortgage secures indebtedness held by Bank, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured hereby if made under the terms of this Mortgage, the Credit Agreement or any other Loan Document, or if made pursuant to any other promissory note, instrument or agreement stating that sums advanced thereunder are secured hereby.

* * * * *

IN WITNESS WHEREOF, this instrument has been duly executed as of the day and year first above written.

PELHAM CCS DEVELOPMENT, LLC,
an Alabama limited liability company

By: _____

Print Name: _____

Print Title: Manager

COVENANT CLASSICAL SCHOOL PELHAM, LLC,
an Alabama limited liability company

By: _____

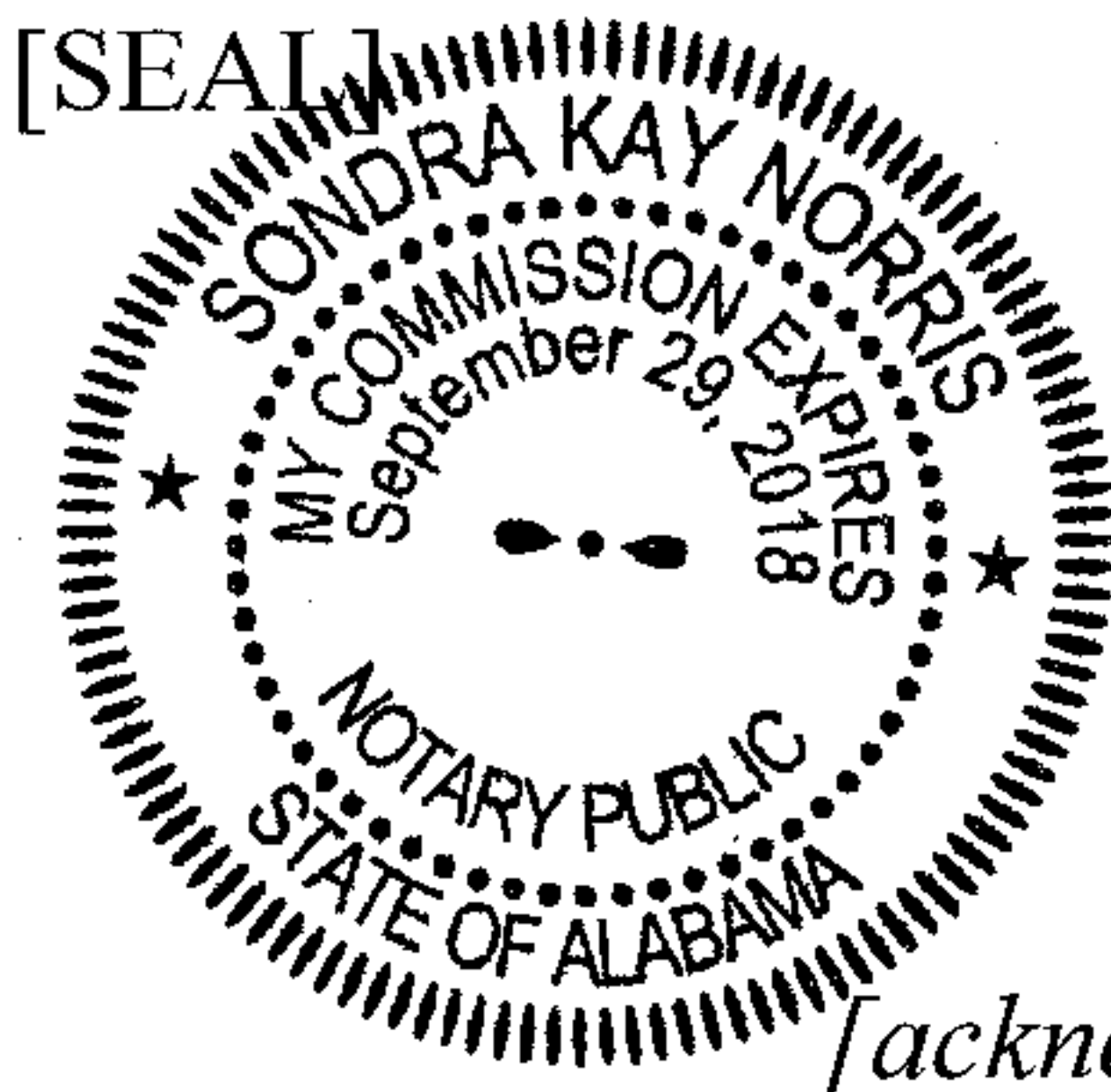
Print Name: _____

Print Title: Manager

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard Vest III, whose name as Manager of Pelham CCS Development, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of such limited liability company.


Given under my hand and official seal, this the 14th day of September, 2018.



Sondra Kay Norris
Notary Public

My Commission Expires: 09-29-2018

[acknowledgments continued on following page]

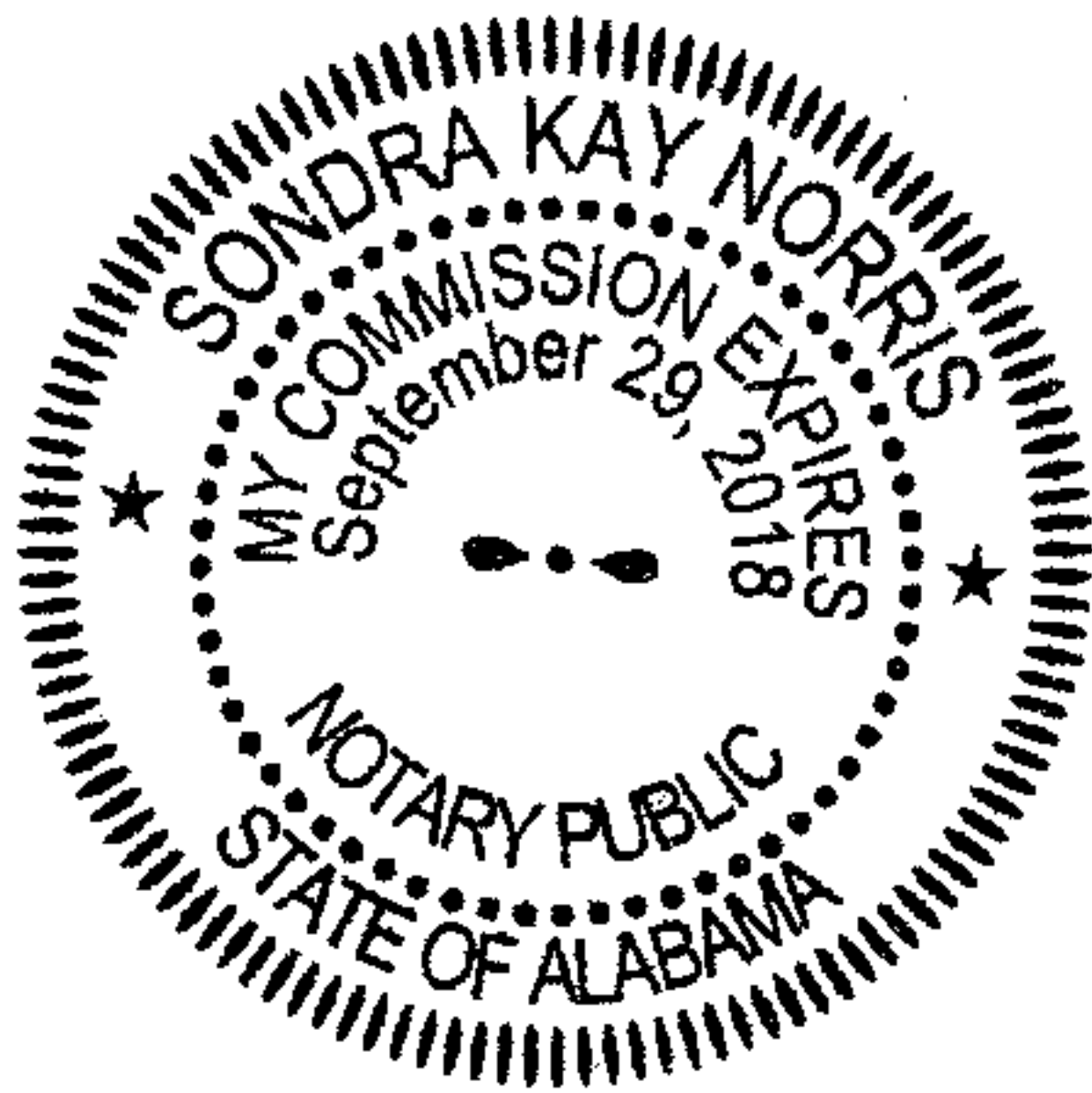

20180920000337120 7/9 \$3789.00
Shelby Cnty Judge of Probate, AL
09/20/2018 10:51:55 AM FILED/CERT

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard West III, whose name as Manager of Covenant Classical School Pelham, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of such limited liability company.

Given under my hand and official seal, this the 14th day of September, 2018.

[SEAL]



Sondra Kay Norris
Notary Public
My Commission Expires: 09-29-2018



20180920000337120 8/9 \$3789.00
Shelby Cnty Judge of Probate, AL
09/20/2018 10:51:55 AM FILED/CERT

EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

Lot 3C, according to a Resurvey, as recorded in Map Book 42, Page 86, in the Office of the Judge of Probate of Shelby County, Alabama, of Lot 3A, Pelham Town Center, being more particularly described as follows:

Begin at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama; thence run South 89 degrees 58 minutes 11 seconds East along the South line of said 1/4 - 1/4 section for 585.25 feet to a point on the Westerly right of way line of Huntley Parkway and a non tangent curve to the right, of which the radius point lies South 82 degrees 29 minutes 49 seconds East, a radial distance of 780.00 feet; thence run Northerly along the arc and said road right of way, through a central angle of 06 degrees 42 minutes 53 seconds a distance of 91.41 feet to a reverse curve to the left having a radius of 720.00 feet and a central angle of 10 degrees 30 minutes 30 seconds; thence run Northerly along the arc and said road right of way, a distance of 132.05 feet; thence run North 89 degrees 58 minutes 11 seconds West for 626.29 feet; thence run South 00 degrees 51 minutes 26 seconds East for 220.03 feet to the point of beginning.

Parcel ID#: 14-4-19-3-001-008.006



20180920000337120 9/9 \$3789.00
Shelby Cnty Judge of Probate, AL
09/20/2018 10:51:55 AM FILED/CERT