

This instrument prepared by:
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2700 Highway 280 East Suite 160
Birmingham, AL 35223

**FUTURE ADVANCE MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT
(ALABAMA)**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS INDENTURE (herein this "**Mortgage**") is made as of the 6th day of November, 2018, between **RIDGE CREST HOMES, LLC, an Alabama Limited Liability Company**, (hereinafter called the "**Borrower**," whether one or more) whose address is 215 Narrows Parkway, Suite C, Birmingham, AL 35242, and **SERVISFIRST BANK, an Alabama State Banking company**, whose address is 2500 Woodcrest Place, Birmingham, AL 35209 (hereinafter called "**Bank**"), Mortgagee.

THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502 OF THE CODE OF ALABAMA.

THIS MORTGAGE IS A "CONSTRUCTION MORTGAGE" AS DEFINED IN SECTION 7-9A-334 OF THE CODE OF ALABAMA AND SECURES, AMONG OTHER OBLIGATIONS, AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND. THIS IS A PURCHASE MONEY MORTGAGE.

W I T N E S S E T H:

WHEREAS, Borrower is justly indebted to Bank on a loan (the "**Loan**") in the principal sum of THREE HUNDRED THIRTY SIX THOUSAND and NO/100 DOLLARS (\$336,000.00), or so much as may from time to time be disbursed thereunder, as evidenced by a Promissory Note of even date herewith, payable to Bank with interest thereon (the "**Note**") on demand or as otherwise provided in the Note; and any renewals, extensions, or modifications of said Note and this Mortgage by the Bank to Borrower from time to time in a line of credit allowing for an increase in an amount up to and not to exceed the sum of THREE HUNDRED THIRTY SIX THOUSAND and NO/100 DOLLARS (\$336,000.00).

WHEREAS, Borrower may hereafter become indebted to Bank or to a subsequent holder of this Mortgage on loans or otherwise (the Bank and any subsequent holder of this Mortgage being referred to herein as "**Lender**"); and

WHEREAS, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Borrower to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise, including all obligations incurred by the Borrower under any agreement between Borrower and Lender or any affiliate of Lender, whether now existing or hereafter entered into, which provides for an interest rate currency, equity, credit or commodity swap, cap, floor or collar, spot or foreign currency exchange transaction, cross currency swap, currency option, any combination of, or option with respect to, any of the foregoing or similar transactions, for the purpose of hedging the Borrower's exposure to fluctuations in interest rates, exchange rates, currency, stock portfolio or loan valuations each, a "Hedge Agreement") (herein "**Other Indebtedness**").

THIS IS A PURCHASE MONEY MORTGAGE.


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Shelby Cnty Judge of Probate, AL
11/07/2018 01:55:47 PM FILED/CERT

Future Advance Mortgage

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