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**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

By

**WG ALABAMA OLIVE LLC,  
WG ALABAMA STARKVILLE LLC,  
WG ALABAMA GROVEWOOD LLC, and  
WG ALABAMA PORTFOLIO LLC,**  
individually and collectively, as mortgagor

To

**BENEFIT STREET PARTNERS REALTY OPERATING PARTNERSHIP, L.P.,**  
as mortgagee

Dated: As of November 21, 2018

Locations: 22625 Mattingly Street, Robertsdale, Alabama  
2220 Windscape Drive, Athens, Alabama  
217 Cedar Lake Road, Decatur, Alabama  
1317 Sparkman Street, Hartselle, Alabama  
100 Egg and Butter Road, Columbiana, Alabama  
135 Royal Drive, Madison, Alabama  
Counties: Baldwin County, Limestone County, Morgan County, Shelby County  
and Madison County

**INSTRUMENT PREPARED BY  
AND UPON RECORDATION RETURN TO:**

Stroock & Stroock & Lavan LLP  
200 S. Biscayne Blvd., Suite 3100  
Miami, Florida 33131  
Attention: Brendan M. Studley, Esq.

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT  
AND FIXTURE FILING SERVES AS A FINANCING STATEMENT FILED AS A FIXTURE  
FILING, PURSUANT TO SECTION 7-9A-502(c), CODE OF ALABAMA 1975, AS  
AMENDED, AND SHOULD BE CROSS-INDEXED IN THE INDEX OF FIXTURE FILINGS.



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## TABLE OF CONTENTS

	Page
Article 1 - Grants of Security .....	1
Section 1.1 PROPERTY MORTGAGED .....	1
Section 1.2 ASSIGNMENT OF RENTS .....	5
Section 1.3 SECURITY AGREEMENT .....	5
Section 1.4 FIXTURE FILING .....	5
Section 1.5 PLEDGE OF MONIES HELD .....	5
Section 1.6 CONDITIONS TO GRANT .....	5
Article 2 - Debt and Obligations Secured .....	6
Section 2.1 DEBT .....	6
Section 2.2 OTHER OBLIGATIONS .....	6
Section 2.3 DEBT AND OTHER OBLIGATIONS .....	6
Section 2.4 PAYMENT OF DEBT .....	6
Section 2.5 INCORPORATION BY REFERENCE .....	6
Article 3 - Property Covenants .....	6
Section 3.1 INSURANCE .....	6
Section 3.2 TAXES AND OTHER CHARGES .....	6
Section 3.3 LEASES .....	6
Section 3.4 WARRANTY OF TITLE .....	7
Article 4 - Further Assurances .....	7
Section 4.1 COMPLIANCE WITH LOAN AGREEMENT .....	7
Section 4.2 AUTHORIZATION TO FILE FINANCING STATEMENTS; POWER OF ATTORNEY .....	7
Article 5 - Due On Sale/Encumbrance .....	7
Section 5.1 NO SALE/ENCUMBRANCE .....	7
Article 6 - Prepayment; Release of Property .....	8
Section 6.1 PREPAYMENT .....	8
Section 6.2 RELEASE OF PROPERTY .....	8
Article 7 - Default .....	8
Section 7.1 EVENT OF DEFAULT .....	8
Article 8 - Rights and Remedies Upon Default .....	8
Section 8.1 REMEDIES .....	8

<b>Section 8.2</b>	APPLICATION OF PROCEEDS .....	11
<b>Section 8.3</b>	RIGHT TO CURE DEFAULTS .....	11
<b>Section 8.4</b>	ACTIONS AND PROCEEDINGS .....	11
<b>Section 8.5</b>	RECOVERY OF SUMS REQUIRED TO BE PAID .....	12
<b>Section 8.6</b>	OTHER RIGHTS, ETC .....	12
<b>Section 8.7</b>	RIGHT TO RELEASE ANY PORTION OF THE PROPERTY .....	12
<b>Section 8.8</b>	RIGHT OF ENTRY .....	13
<b>Section 8.9</b>	BANKRUPTCY .....	13
<b>Section 8.10</b>	SUBROGATION .....	13
<b>Article 9 -</b>	Environmental Hazards .....	13
<b>Section 9.1</b>	ENVIRONMENTAL COVENANTS .....	13
<b>Article 10 -</b>	Waivers .....	14
<b>Section 10.1</b>	MARSHALLING AND OTHER MATTERS .....	14
<b>Section 10.2</b>	WAIVER OF NOTICE .....	14
<b>Section 10.3</b>	WAIVER OF STATUTE OF LIMITATIONS .....	14
<b>Section 10.4</b>	WAIVER OF COUNTERCLAIM .....	14
<b>Section 10.5</b>	WAIVER OF TRIAL BY JURY .....	14
<b>Section 10.6</b>	WAIVER OF FORECLOSURE DEFENSE .....	15
<b>Article 11 -</b>	Exculpation .....	15
<b>Section 11.1</b>	EXCULPATION .....	15
<b>Article 12 -</b>	Notices .....	15
<b>Section 12.1</b>	NOTICES .....	15
<b>Article 13 -</b>	Applicable Law .....	15
<b>Section 13.1</b>	GOVERNING LAW .....	15
<b>Section 13.2</b>	PROVISIONS SUBJECT TO APPLICABLE LAW .....	15
<b>Article 14 -</b>	Definitions .....	15
<b>Section 14.1</b>	GENERAL DEFINITIONS .....	15
<b>Article 15 -</b>	Miscellaneous Provisions .....	16
<b>Section 15.1</b>	NO VERBAL CHANGE .....	16
<b>Section 15.2</b>	SUCCESSORS AND ASSIGNS .....	16
<b>Section 15.3</b>	INAPPLICABLE PROVISIONS .....	16
<b>Section 15.4</b>	HEADINGS, ETC .....	16
<b>Section 15.5</b>	NUMBER AND GENDER .....	16
<b>Section 15.6</b>	ENTIRE AGREEMENT .....	16



<b>Section 15.7</b>	LIMITATION ON LENDER’S RESPONSIBILITY .....	16
<b>Section 15.8</b>	JOINT AND SEVERAL LIABILITY .....	16
<b>Section 15.9</b>	SOLE DISCRETION OF LENDER .....	16
<b>Section 15.10</b>	VARIABLE INTEREST RATE .....	17
Article 16 -	Intentionally Omitted .....	17
Article 17 -	Cross Collateralization .....	17
<b>Section 17.1</b>	CROSS COLLATERALIZATION .....	17
Article 18 -	State-Specific Provisions .....	17
<b>Section 18.1</b>	PRINCIPLES OF CONSTRUCTION .....	17
<b>Section 18.2</b>	FUTURE ADVANCES .....	Error! Bookmark not defined.
<b>Section 18.3</b>	MATURITY DATE .....	Error! Bookmark not defined.

  
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**THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (this "**Security Instrument**") is made as of this 21st day of November, 2018, by **WG ALABAMA OLIVE LLC**, a Delaware limited liability company, **WG ALABAMA STARKVILLE LLC**, a Delaware limited liability company, **WG ALABAMA GROVEWOOD LLC**, a Delaware limited liability company, and **WG ALABAMA PORTFOLIO LLC**, a Delaware limited liability company, each having a principal place of business at 14 Steuben Lane, Jackson, New Jersey 08527, as mortgagor (individually and collectively, and together with their respective permitted successors and assigns, "**Borrower**") for the benefit of **BENEFIT STREET PARTNERS REALTY OPERATING PARTNERSHIP, L.P.**, a Delaware limited partnership, having an address at 142 West 57<sup>th</sup> Street, Suite 1201, New York, New York 10019 (together with its successors and assigns, "**Lender**"), as mortgagee. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement (defined below).

#### **RECITALS:**

A. This Security Instrument is given to Lender to secure a certain loan in the original principal amount of up to \$10,020,000.00 (the "**Loan**") advanced pursuant to a certain loan agreement between Borrower and Lender (as the same may have been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), which such Loan is evidenced by, among other things, a certain Promissory Note executed in connection with the Loan Agreement (together with all extensions, renewals, replacements, restatements or other modifications thereof, whether one or more being hereinafter collectively referred to as the "**Note**");

B. Borrower desires to secure the payment of the outstanding principal amount set forth in, and evidenced by, the Loan Agreement and the Note together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note, the Loan Agreement, this Security Instrument or any of the other Loan Documents (defined below) (collectively, the "**Debt**") and the performance of all of the obligations due under the Note, the Loan Agreement and all other documents, agreements and certificates executed and/or delivered in connection with the Loan (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "**Loan Documents**"); and

C. This Security Instrument is given pursuant to the Loan Agreement, and payment, fulfillment, and performance of the obligations due thereunder and under the other Loan Documents are secured hereby in accordance with the terms hereof.

**NOW THEREFORE**, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Security Instrument:

#### **Article 1 - GRANTS OF SECURITY**

**Section 1.1** **PROPERTY MORTGAGED.** Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer, convey and grant a security interest to Lender and its successors and assigns in and to the following property, rights, interests and estates now owned, or hereafter acquired by Borrower (collectively, the "**Property**");

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the “**Land**”);

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the “**Improvements**”);

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment, Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications, elevator fixtures, inventory and goods), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (those portions of the foregoing constituting equipment under applicable Legal Requirements, the “**Equipment**”, those portions of the foregoing constituting personal property under applicable Legal Requirements, the “**Personalty**”, those portions of the foregoing constituting fixtures under applicable Legal Requirements, the “**Fixtures**” and all of the foregoing, collectively, the “**Equipment, Fixtures and Personal Property**”), and the right, title and interest of Borrower in and to any of the foregoing which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the “**Uniform Commercial Code**”), and all proceeds and products of the above;



(f) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, rental agreements, registration cards and agreements, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws (collectively, the "**Leases**") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, registration fees, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property (or any portion thereof), including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and/or occupancy of the Property (or any portion thereof) or rendering of services by Borrower or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the "**Insurance Proceeds**");

(h) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the "**Awards**");

(i) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the "**Accounts**");

(n) TIC Agreement. Each TIC Agreement (as such term is defined in the Loan Agreement), including, without limitation, any and all rights of first refusal (including those which arise under Section 363(i) of the Bankruptcy Code), any options to purchase and similar rights as well as rights to terminate, cancel, modify, change, supplement, alter or amend each TIC Agreement, any and all of the rights, privileges and prerogatives of Borrower and any bankruptcy trustee of Borrower to deal with each TIC Agreement, which right may arise as a result of the commencement of a proceeding under the Bankruptcy Code by or against any party under each TIC Agreement, including, without limitation, the right to assume or reject, or to compel the assumption or rejection of each TIC Agreement pursuant to Section 365(a) of the Bankruptcy Code or any successor law, the right to seek and obtain extensions of time to assume or reject each TIC Agreement, the right to elect whether to treat each TIC Agreement as terminated by any party's rejection of each such TIC Agreement or to remain in possession of the Property and offset damages pursuant to Section 365(b)(1) of the Bankruptcy Code or any successor law;

(o) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (n) including, without limitation, Insurance Proceeds and Awards, whether cash, liquidation claims (or other claims) or otherwise; and

(p) Other Rights. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (o) above.



**Section 1.2** ASSIGNMENT OF RENTS. Borrower hereby absolutely and unconditionally assigns to Lender all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Loan Agreement and Section 8.1(h) of this Security Instrument, Lender grants to Borrower a revocable license to (i) collect, receive, use and enjoy the Rents and Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums, and (ii) enforce the terms of the Leases.

**Section 1.3** SECURITY AGREEMENT. This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Security Instrument, Borrower hereby grants to Lender, as security for the Obligations (hereinafter defined), a security interest in any of the Property constituting (i) personal property and (ii) any item or type of property subject to the Uniform Commercial Code to the full extent that a security interest may be granted in such property under the Uniform Commercial Code (including but not limited to the Equipment, Fixtures and Personal Property, Accounts, Awards and Insurance Proceeds, and being collectively referred to herein as, the "**Personal Property**"). The names of the Debtor (Borrower) and the Secured Party (Lender), the mailing address of the Secured Party (Lender) from which information can be obtained and the mailing address of the Debtor (Borrower) are set forth in the preamble to this document. This instrument shall constitute a fixture filing and shall be cross-indexed in the UCC records. Notwithstanding the reference to this Security Instrument as a "security agreement", this Security Instrument is a mortgage under Alabama law, vesting Lender with legal title and not merely a security interest, subject to Borrower's equitable right of redemption and defeasance as set forth herein.

**Section 1.4** FIXTURE FILING. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.

**Section 1.5** PLEDGE OF MONIES HELD. Borrower hereby pledges to Lender any and all monies now or hereafter held by Lender or on behalf of Lender in connection with the Loan, including, without limitation, any sums deposited in the Accounts and Net Proceeds, as additional security for the Obligations until expended or applied as provided in the Loan Documents.

**Section 1.6** CONDITIONS TO GRANT. TO HAVE AND TO HOLD the above granted and described Property unto Lender and its successors and assigns, forever; PROVIDED, HOWEVER, these presents are upon the express condition that, if Lender shall be well and truly paid the Debt at the time and in the manner provided in the Note, the Loan Agreement and this Security Instrument, if Borrower shall well and truly perform the Other Obligations as set forth in this Security Instrument and shall well and truly abide by and comply with each and every

covenant and condition set forth herein and in the Note, the Loan Agreement and the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void.

## **Article 2 - DEBT AND OBLIGATIONS SECURED**

**Section 2.1** DEBT. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Debt.

**Section 2.2** OTHER OBLIGATIONS. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the performance of the following (the "**Other Obligations**"): (a) all other obligations of Borrower contained herein; (b) each obligation of Borrower contained in the Loan Agreement and any other Loan Document; and (c) each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.

**Section 2.3** DEBT AND OTHER OBLIGATIONS. Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "**Obligations**."

**Section 2.4** PAYMENT OF DEBT. Borrower will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Security Instrument.

**Section 2.5** INCORPORATION BY REFERENCE. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

## **Article 3 - PROPERTY COVENANTS**

Borrower covenants and agrees that:

**Section 3.1** INSURANCE. Borrower shall obtain and maintain, or cause to be obtained and maintained, in full force and effect at all times insurance with respect to Borrower and the Property as required pursuant to the Loan Agreement.

**Section 3.2** TAXES AND OTHER CHARGES. Borrower shall pay all real estate and personal property taxes, assessments, water rates or sewer rents (collectively "**Taxes**"), ground rents, maintenance charges, impositions (other than Taxes), and any other charges, including, without limitation, vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Property (collectively, "**Other Charges**"), now or hereafter levied or assessed or imposed against the Property or any part thereof in accordance with the Loan Agreement.

**Section 3.3** LEASES. Borrower shall not (and shall not permit any other applicable Person to) enter in any Leases for all or any portion of the Property unless in accordance with the provisions of the Loan Agreement.



**Section 3.4** WARRANTY OF TITLE. Borrower has good, indefeasible, marketable and insurable title as tenants in common to the Property and has the right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same. Borrower possesses an unencumbered fee simple absolute estate in the Land and the Improvements except for the Permitted Encumbrances, such other liens as are permitted pursuant to the Loan Documents and the liens created by the Loan Documents. This Security Instrument, when properly recorded in the appropriate records, together with any Uniform Commercial Code financing statements required to be filed in connection therewith, will create (a) a valid, perfected first priority lien on the Property, subject only to Permitted Encumbrances and the liens created by the Loan Documents and (b) perfected security interests in and to, and perfected collateral assignments of, all personalty (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances, such other liens as are permitted pursuant to the Loan Documents and the liens created by the Loan Documents. Borrower shall forever warrant, defend and preserve the title to the Property and the validity and priority of the lien of this Security Instrument and shall forever warrant and defend the same to Lender against the claims of all Persons whomsoever.

#### **Article 4 - FURTHER ASSURANCES**

**Section 4.1** COMPLIANCE WITH LOAN AGREEMENT. Borrower shall comply with all covenants set forth in the Loan Agreement relating to acts or other further assurances to be made on the part of Borrower in order to protect and perfect the lien or security interest hereof upon, and in the interest of Lender in, the Property.

**Section 4.2** AUTHORIZATION TO FILE FINANCING STATEMENTS; POWER OF ATTORNEY. Borrower hereby authorizes Lender at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable law, as applicable to all or part of the Personal Property and as necessary or required in connection herewith, and Lender is hereby authorized to describe the collateral as "all assets" of Borrower on such financing statements, amendments thereto and continuation statements. For purposes of such filings, Borrower agrees to furnish any information requested by Lender promptly upon request by Lender. Borrower also ratifies its authorization for Lender to have filed any like initial financing statements, amendments thereto or continuation statements, if filed prior to the date of this Security Instrument. Borrower hereby irrevocably constitutes and appoints Lender and any officer or agent of Lender, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Borrower or in Borrower's own name to execute in Borrower's name any such documents and otherwise to carry out the purposes of this Section 4.2, to the extent that Borrower's authorization above is not sufficient and Borrower fails or refuses to promptly execute such documents. To the extent permitted by law, Borrower hereby ratifies all acts said attorneys-in-fact have lawfully done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

#### **Article 5 - DUE ON SALE/ENCUMBRANCE**

**Section 5.1** NO SALE/ENCUMBRANCE. Except in accordance with the express terms and conditions contained in the Loan Agreement, Borrower shall not cause or permit a sale,



conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, or grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a direct or indirect legal or beneficial interest in the Property or any part thereof, Borrower, any constituent owner or other holder of a direct or indirect equity interest in Borrower, any indemnitor or other guarantor of the Loan, any constituent owner or other holder of a direct or indirect equity interest in such indemnitor or guarantor, any manager or operating lessee of the Property that is affiliated with Borrower or any constituent owner or other holder of a direct or indirect equity interest in such manager or such operating lessee.

#### **Article 6 - PREPAYMENT; RELEASE OF PROPERTY**

**Section 6.1** PREPAYMENT. The Debt may not be prepaid in whole or in part except in strict accordance with the express terms and conditions of the Note and the Loan Agreement.

**Section 6.2** RELEASE OF PROPERTY. Borrower shall not be entitled to a release of any portion of the Property from the lien of this Security Instrument except in accordance with terms and conditions of the Loan Agreement.

#### **Article 7 - DEFAULT**

**Section 7.1** EVENT OF DEFAULT. The term "Event of Default" as used in this Security Instrument shall have the meaning assigned to such term in the Loan Agreement.

#### **Article 8 - RIGHTS AND REMEDIES UPON DEFAULT**

**Section 8.1** REMEDIES. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Lender may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;
- (d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption

thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

(e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Loan Agreement or in the other Loan Documents;

(f) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;

(g) seek and obtain the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor or indemnitor under the Loan or any other Person liable for the payment of the Debt;

(h) the license granted to Borrower under Section 1.2 hereof shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees;

(i) apply any sums then deposited or held in escrow or otherwise by or on behalf of Lender in accordance with the terms of the Loan Agreement, this Security Instrument or any other Loan Document and/or the Accounts to the payment of the



following items in any order in its sole discretion: (i) Taxes and Other Charges; (ii) insurance premiums; (iii) interest on the unpaid principal balance of the Debt; (iv) amortization of the unpaid principal balance of the Debt; (v) all other sums payable pursuant to the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, including without limitation advances made by Lender pursuant to the terms of this Security Instrument;

(j) surrender the insurance policies maintained pursuant to the Loan Agreement, collect the unearned insurance premiums for such insurance policies and apply such sums as a credit on the Debt in such priority and proportion as Lender in its discretion shall deem proper, and in connection therewith, Borrower hereby appoints Lender as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Borrower to collect such insurance premiums;

(k) apply the undisbursed balance of any deposit made by Borrower with Lender in connection with the restoration of the Property after a casualty thereto or condemnation thereof, together with interest thereon, to the payment of the Debt in such order, priority and proportions as Lender shall deem to be appropriate in its discretion; and/or

(l) pursue such other remedies as Lender may have under applicable law.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of the Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority. Notwithstanding the provisions of this Section to the contrary, if any Event of Default as described in Section 10.1(f) of the Loan Agreement shall occur with respect to Borrower or any SPE Component Entity, the entire unpaid Debt shall be automatically due and payable, without any further notice, demand or other action by Lender.

Any time after an Event of Default, this Security Instrument shall be subject to foreclosure and may, at the option of Lender, be foreclosed as provided by law, and Lender, its successors, assigns, agents or attorneys are hereby authorized and empowered whether or not possession of the Property is taken, to sell the Property (or such part of parts thereof as Lender may from time to time elect to sell) at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the Property to be sold, or a substantial or material part thereof, is located, after first giving notice by publication one a week for three successive weeks of the time, place and terms of such sale, together with a description of the Property to be sold, by publication in some newspaper published in the county or counties in which the Property to be sold is located, to execute a proper conveyance to the purchaser and to apply the proceeds of such sale as set forth in Section 8.2 hereinbelow. If there is Property to be sold in more than one county, publication shall be made in all counties where the Property to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. The sale shall be held during the legal hours of sale on the day designated for the exercise of the power of sale provided in such published notice or on a postponed or continued date of sale established in accordance with applicable law. Lender, its successors, assigns, agents or attorneys may bid at any sale held



under this Security Instrument and may purchase the Property, or any part thereof, if the highest bidder therefore the same as if they were strangers to this conveyance. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale all or any part of the Property, real, personal, or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse shall be accounted for in one amount without distinction between the items included therein and without assigning to them any proportion of such proceeds, Borrower hereby waiving the application of any doctrine of marshalling or like proceeding. In case Lender, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Property not previously sold shall have been sold or all the Obligations shall have been paid in full and this Security Instrument shall have been terminated as provided herein. In case of any sale of the Property as authorized by this Section, all prerequisites to the 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 other non-performance of any 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 rebuttably presumptive evidence that the facts so stated or recited are true.

**Section 8.2** APPLICATION OF PROCEEDS. Upon the occurrence and during the continuance of any Event of Default, the purchase money, proceeds and avails of any disposition of the Property (or any part thereof) and any other sums collected by Lender pursuant to the Note, this Security Instrument or the other Loan Documents may, in each case, be applied by Lender to the payment of the Debt in such order, priority and proportions as Lender in its sole discretion shall determine.

**Section 8.3** RIGHT TO CURE DEFAULTS. Upon the occurrence and during the continuance of any Event of Default, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make any payment or do any act required of Borrower hereunder in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 8.3, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at any default rate specified in the Loan Agreement, if any (the "**Default Rate**"), for the period after notice from Lender that such cost or expense was incurred to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefor.

**Section 8.4** ACTIONS AND PROCEEDINGS. Lender has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or

proceeding, in the name and on behalf of Borrower, which Lender, in its discretion, decides should be brought to protect its interest in the Property.

**Section 8.5** RECOVERY OF SUMS REQUIRED TO BE PAID. Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

**Section 8.6** OTHER RIGHTS, ETC. (a) The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any Person liable for the Debt or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in the value of the Property, for failure to maintain the insurance policies required to be maintained pursuant to the Loan Agreement, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Lender's possession.

(c) Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Security Instrument. The rights of Lender under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

**Section 8.7** RIGHT TO RELEASE ANY PORTION OF THE PROPERTY. Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being



accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property.

**Section 8.8** RIGHT OF ENTRY. Upon reasonable notice to Borrower, Lender and its agents shall have the right to enter and inspect the Property at all reasonable times.

**Section 8.9** BANKRUPTCY. (a) Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

**Section 8.10** SUBROGATION. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of the Other Obligations.

## **Article 9 - ENVIRONMENTAL HAZARDS**

**Section 9.1** ENVIRONMENTAL COVENANTS. Borrower has provided representations, warranties and covenants regarding environmental matters set forth in the Environmental Indemnity and Borrower shall comply with the aforesaid covenants regarding environmental matters.



## Article 10 - WAIVERS

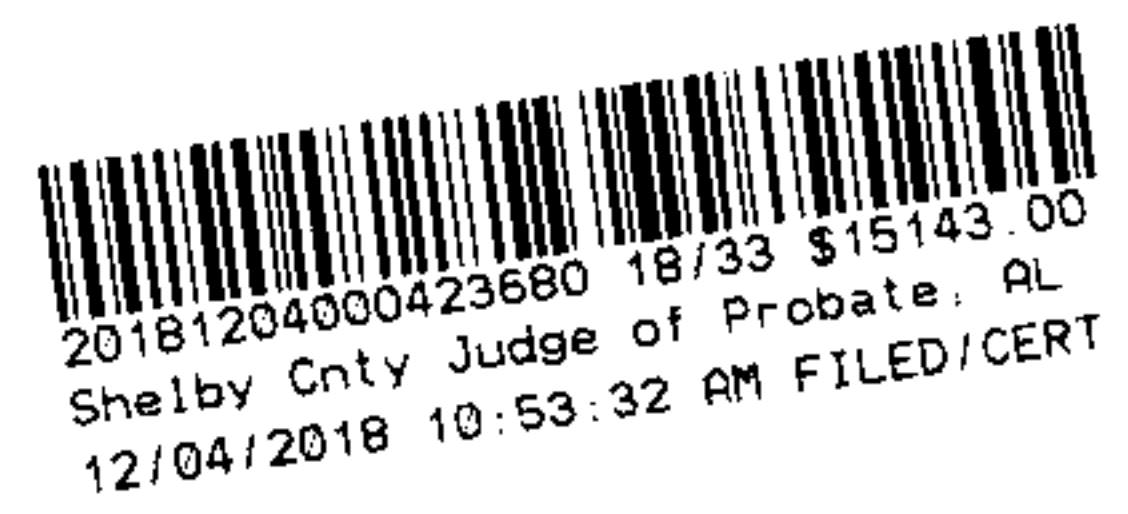
**Section 10.1** MARSHALLING AND OTHER MATTERS. Borrower hereby waives, to the extent permitted by law, the benefit of all Legal Requirements now or hereafter in force regarding appraisement, valuation, stay, extension, reinstatement and redemption and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and on behalf of each and every Person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all Persons to the extent permitted by Legal Requirements.

**Section 10.2** WAIVER OF NOTICE. Borrower shall not be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Security Instrument or the Loan Agreement specifically and expressly provides for the giving of notice by Lender to Borrower and except with respect to matters for which Borrower is not permitted by Legal Requirements to waive its right to receive notice, and Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Lender to Borrower.

**Section 10.3** WAIVER OF STATUTE OF LIMITATIONS. To the fullest extent permitted by applicable law, Borrower hereby expressly waives and releases its right to plead any statute of limitations as a defense to the payment of the Debt or performance of its Other Obligations.

**Section 10.4** WAIVER OF COUNTERCLAIM. To the extent permitted by applicable law, Borrower hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender arising out of or in any way connected with this Security Instrument, the Loan Agreement, the Note, any of the other Loan Documents, or the Obligations.

**Section 10.5** WAIVER OF TRIAL BY JURY. **BORROWER AND LENDER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF LENDER AND BORROWER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER AND LENDER.**



**Section 10.6** WAIVER OF FORECLOSURE DEFENSE. Borrower hereby waives any defense Borrower might assert or have by reason of Lender's failure to make any tenant or lessee of the Property a party defendant in any foreclosure proceeding or action instituted by Lender.

#### **Article 11 - EXCULPATION**

**Section 11.1** EXCULPATION. The provisions of Article 12 of the Loan Agreement are hereby incorporated by reference into this Security Instrument to the same extent and with the same force as if fully set forth herein.

#### **Article 12 - NOTICES**

**Section 12.1** NOTICES. All notices or other written communications hereunder shall be delivered in accordance with the applicable terms and conditions of the Loan Agreement.

#### **Article 13 - APPLICABLE LAW**

**Section 13.1** GOVERNING LAW. The governing law and related provisions contained in Section 15.4 of the Loan Agreement are hereby incorporated by reference as if fully set forth herein.

**Section 13.2** PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

#### **Article 14 - DEFINITIONS**

**Section 14.1** GENERAL DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any of Lender's successors and assigns," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

## Article 15 - MISCELLANEOUS PROVISIONS

**Section 15.1** NO VERBAL CHANGE. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated verbally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

**Section 15.2** SUCCESSORS AND ASSIGNS. This Security Instrument shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

**Section 15.3** INAPPLICABLE PROVISIONS. If any term, covenant or condition of the Loan Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Security Instrument shall be construed without such provision.

**Section 15.4** HEADINGS, ETC. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

**Section 15.5** NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

**Section 15.6** ENTIRE AGREEMENT. This Security Instrument and the other Loan Documents contain the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written, are superseded by the terms of this Security Instrument and the other Loan Documents.

**Section 15.7** LIMITATION ON LENDER'S RESPONSIBILITY. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

**Section 15.8** JOINT AND SEVERAL LIABILITY. If Borrower consists of more than one Person, the obligations and liabilities of each such Person hereunder shall be joint and several.

**Section 15.9** SOLE DISCRETION OF LENDER. Whenever pursuant to this Security Instrument, Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, the decision of Lender to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory shall (except as is



otherwise specifically herein provided) be in the sole discretion of Lender and shall be final and conclusive.

**Section 15.10 VARIABLE INTEREST RATE.** The Loan secured by this Security Instrument is a variable interest rate loan, as more particularly set forth in the Loan Agreement.

#### **Article 16 - INTENTIONALLY OMITTED**

#### **Article 17 - CROSS COLLATERALIZATION**

**Section 17.1 CROSS COLLATERALIZATION.** Borrower acknowledges that the Debt is secured by this Security Instrument together with those additional security instruments of even date herewith given by Borrower to Lender (the “**Other Security Instruments**”), together with their respective assignments of leases and rents and other Loan Documents securing or evidencing the Debt, and encumbering the other Individual Properties, all as more specifically set forth in the Loan Agreement. Upon the occurrence of an Event of Default, Lender shall have the right to institute a proceeding or proceedings for the total or partial foreclosure of this Security Instrument and any or all of the Other Security Instruments whether by court action, power of sale or otherwise, under any applicable provision of law, for all of the Debt or the portion of the Debt allocated to the Property in the Loan Agreement, and the lien and the security interest created by the Other Security Instruments shall continue in full force and effect without loss of priority as a lien and security interest securing the payment of that portion of the Debt then due and payable but still outstanding. Borrower acknowledges and agrees that the Property and the other Individual Properties are located in one or more States and counties, and therefore Lender shall be permitted to enforce payment of the Debt and the performance of any term, covenant or condition of the Note, this Security Instrument, the Loan Documents or the Other Security Instruments and exercise any and all rights and remedies under the Note, this Security Instrument, the other Loan Documents or the Other Security Instruments, or as provided by law or at equity, by one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Lender, in its sole discretion, in any one or more of the States or counties in which the Property or any other Individual Property is located. Neither the acceptance of this Security Instrument, the other Loan Documents or the Other Security Instruments nor the enforcement thereof in any one State or county, whether by court action, foreclosure, power of sale or otherwise, shall prejudice or in any way limit or preclude enforcement by court action, foreclosure, power of sale or otherwise, of the Note, this Security Instrument, the other Loan Documents, or any Other Security Instruments through one or more additional proceedings in that State or county or in any other State or county. Any and all sums received by Lender under the Note, this Security Instrument, and the other Loan Documents shall be applied to the Debt in such order and priority as Lender shall determine, in its sole discretion, without regard to the Allocated Loan Amount for the Property or any other Individual Property or the appraised value of the Property or any Individual Property.

#### **Article 18 - STATE-SPECIFIC PROVISIONS**

**Section 18.1 PRINCIPLES OF CONSTRUCTION.** In the event of any inconsistencies between the terms and conditions of this Article 18 and the terms and conditions of this Security Instrument, the terms and conditions of this Article 18 shall control and be binding.

**Section 18.2** STATE LAW PROVISIONS; POWER OF SALE FORECLOSURE. In addition to any other rights and remedies herein, in case of an Event of Default, Lender may, at any time thereafter, at its option, without notice, and without bringing any legal action or proceeding unless expressly required by law, exercise the power of sale herein granted, and in furtherance thereof, Lender may, to the extent permitted by Alabama law, at its option, whether or not possession of the Property is taken, after giving notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale by publication in a newspaper published in any county wherein the Property or any part thereof is located, to sell the Property (or such part or parts thereof as the Lender may from time to time elect to sell) in front of such county's courthouse door, at public outcry, to the highest bidder for cash. The Lender, its successors and assigns, may bid at any sale or sales had under the terms of this Security Instrument and may purchase the Property or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Property, real, personal or mixed, may be offered for sale in parcels or *en masse* for one total price, the proceeds of any such sale *en masse* to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, the Borrower hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Lender, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Property not previously sold shall have been sold or all the indebtedness secured hereby shall have been paid in full. The proceeds of any sale under this Security Instrument will be applied in the following manner: FIRST: Payment of the costs and expenses of the sale, including but not limited to, Lender's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of Lender, together with interest at the Default Rate provided under the Loan Agreement on all advances made by Lender. SECOND: Payment of all sums expended by Lender under the terms of this Security Instrument and not yet repaid, together with interest on such sums at the Default Rate provided under the Loan Agreement. THIRD: Payment of the indebtedness and obligations of Borrower secured by this Security Instrument in any order that Lender chooses. FOURTH: The remainder, if any, to the person or persons appearing of record to be the owner of the Property at the time of such sale.

**Section 18.3** Borrower hereby authorizes and empowers the Lender or the auctioneer at any foreclosure sale had hereunder, for and in the name of Borrower, to execute and deliver to the purchaser or purchasers of any of the Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto. Borrower waives all rights to direct the order or manner in which any of the Property will be sold in the event of any sale under this Security Instrument, and also any right to have any of the Property marshalled upon any sale. Lender may in its discretion sell all the personal and real property together or in parts, in one or more sales, and in any sequence Lender selects.


**Section 18.4** LENDER'S RIGHT TO ELECT REMEDIES, ETC. Lender shall have the right to elect in its sole discretion which one or more provisions of this Security Instrument and the other Loan Documents to enforce or rely upon; Lender's rights and remedies in this Security Instrument and the other Loan Documents are cumulative, and in case of any conflict between any provision within this Security Instrument or between this Security Instrument and those of

other Loan Documents, Lender shall have the right to enforce any of the same Lender determines to be most beneficial to Lender, to the end of affording Lender maximum security and rights under law, the intention being that any inconsistencies may be resolved by Lender, and Lender's enforcement of any specific remedy in one case shall not bar Lender from enforcing that remedy or another remedy in a different manner in another case.

#### **Article 19 - REGULATORY AGREEMENT**

**Section 19.1** Subject to Regulatory Agreement. Borrower represents and warrants that this Security Instrument: (1) does not violate any of the terms or conditions of the Regulatory Agreement; and (2) the parties acknowledge that this Security Instrument is subject to all of the applicable terms and conditions of the Regulatory Agreement, as provided by such Regulatory Agreement, for so long as such Regulatory Agreement remains in effect.

**[NO FURTHER TEXT ON THIS PAGE]**

  
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Shelby Cnty Judge of Probate: AL  
12/04/2018 10:53:32 AM FILED/CERT



IN WITNESS WHEREOF, this Security Instrument has been executed by the undersigned as of the day and year first above written.

**BORROWER:**

**WG ALABAMA OLIVE LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Shraga F. Schorr

Title: Manager

**ACKNOWLEDGMENT**

STATE OF AL  
COUNTY OF DeKalb

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Shraga F. Schorr, whose name as Manager of WG Alabama Olive LLC, a Delaware 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 said instrument, he/she, as such officer of such limited liability company, and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as Manager of said limited liability company as of the date of this acknowledgment.

Given under my hand this 13th day of Nov, 2018.

Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

JULIA A. WHEAT  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires 2.23.2021

*[Signatures Continue on the Following Page]*

20181204000423680 24/33 \$15143.00  
Shelby Cnty Judge of Probate, AL  
12/04/2018 10:53:32 AM FILED/CERT

**BORROWER:**

**WG ALABAMA STARKVILLE LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Shraga F. Schorr

Title: Manager

**ACKNOWLEDGMENT**

STATE OF ND  
COUNTY OF Ocean

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Shraga F. Schorr, whose name as Manager of WG Alabama Starkville LLC, a Delaware 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 said instrument, he/she, as such officer of such limited liability company, and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as Manager of said limited liability company as of the date of this acknowledgment.

Given under my hand this 13<sup>th</sup> day of Nov, 2018.

Notary Public

(SEAL)

My Commission Expires:

JULIA A. WHEAT  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires 2.23.2021

*[Signatures Continue on the Following Page]*

20181204000423680 25/33 \$15143.00  
Shelby Cnty Judge of Probate, AL  
12/04/2018 10:53:32 AM FILED/CERT

**BORROWER:**

**WG ALABAMA GROVEWOOD LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Shraga F. Schorr

Title: Manager

**ACKNOWLEDGMENT**

STATE OF UT  
COUNTY OF DEAN

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Shraga F. Schorr, whose name as Manager of WG Alabama Grovewood LLC, a Delaware 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 said instrument, he/she, as such officer of such limited liability company, and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as Manager of said limited liability company as of the date of this acknowledgment.

Given under my hand this 13<sup>th</sup> day of Nov, 2018.

(SEAL)

Notary Public

My Commission Expires: \_\_\_\_\_

JULIA A. WHEAT  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires 2.23.2021

*[Signatures Continue on the Following Page]*

20181204000423680 26/33 \$15143.00  
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**BORROWER:**

**WG ALABAMA PORTFOLIO LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Shraga F. Schorr

Title: Manager

**ACKNOWLEDGMENT**

STATE OF NJ  
COUNTY OF Deer

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Shraga F. Schorr, whose name as Manager of WG Alabama Portfolio LLC, a Delaware 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 said instrument, he/she, as such officer of such limited liability company, and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as Manager of said limited liability company as of the date of this acknowledgment.

Given under my hand this 13<sup>th</sup> day of Nov, 2018.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

JULIA A. WHEAT  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires 2.23.2021



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**EXHIBIT A-1**

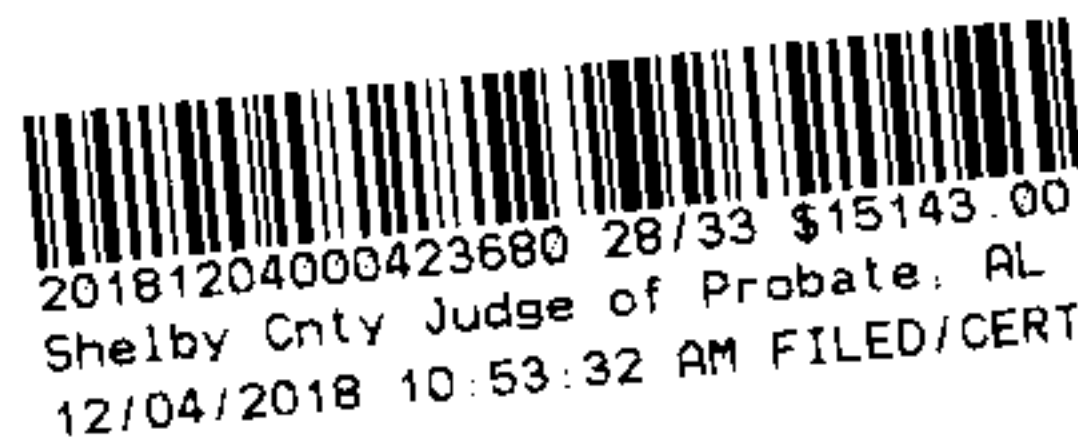
**LEGAL DESCRIPTION**

**Arlington Park**

LOT 2B, BLOCK 2 OF A RESUBDIVISION OF LOT 2, BLOCK 2, ARLINGTON PARK SUBDIVISION, WHICH PLAT OF RESUBDIVISION APPEARS OF RECORD IN PLAT BOOK 29, AT PAGE 60, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, AND BEING PART OF THE NORTH 1/2 OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA.

**ALSO DESCRIBED AS:**

LOT 2B, BLOCK 2 OF A RESUBDIVISION OF A PART OF LOT 1 OF A RESUBDIVISION OF LOT 2, MARY CLYDE WILSON PROPERTY, IN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST LYING NORTH OF ALABAMA HIGHWAY NO. 20, AND WEST OF SULLIVAN STREET, CITY OF MADISON, ALABAMA, AS RECORDED IN PLAT BOOK 14, PAGE 69 AND BEING A SUBDIVISION OF THE REAL ESTATE DESCRIBED IN DEED BOOK 672, BEGINNING AT PAGE 989, AND ALSO IN DEED BOOK 776, BEGINNING AT PAGE 1029, PROBATE RECORDS OF MADISON COUNTY, ALABAMA, WHICH REAL ESTATE IS DESIGNATED FOR INFORMATIONAL PURPOSES ONLY AS BLOCK 2 ON THE PLAT OF ARLINGTON PARK RECORDED IN PLAT BOOK 19, PAGES 8 AND 9.



**EXHIBIT A-2**

**LEGAL DESCRIPTION**

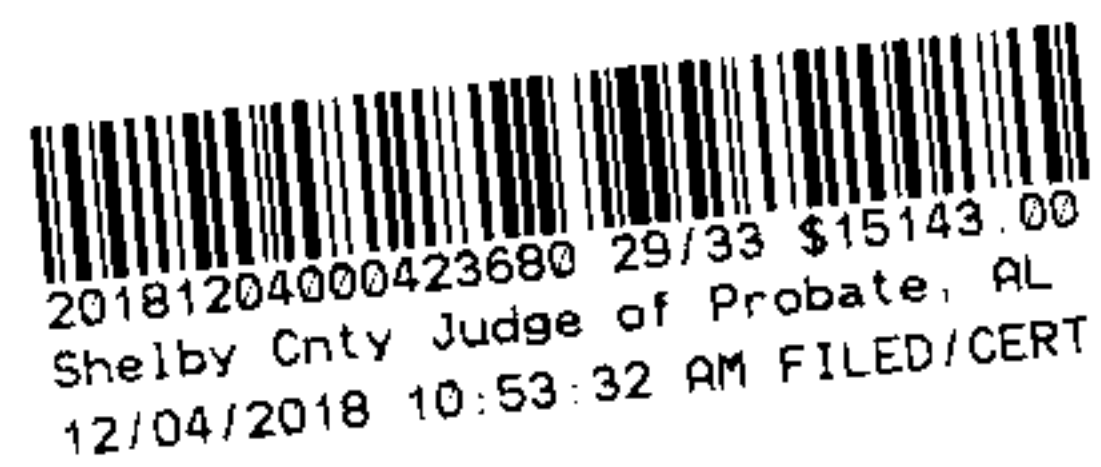
**Clear Springs**

A PART OF THE SE 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE WHERE THE SOUTHEAST RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25 INTERSECTS THE WEST RIGHT OF WAY LINE OF EGG AND BUTTER ROAD THENCE SOUTH 49 DEGREES 59 MINUTES 02 SECONDS WEST 514.43 FEET ALONG THE SOUTHEAST RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25 TO A 1/2" REBAR FOUND WITH HOLLIS CAP AND THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 40 MINUTES 13 SECONDS EAST 196.89 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 63 DEGREES 26 MINUTES 03 SECONDS WEST 40.00 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 26 DEGREES 33 MINUTES 57 SECONDS EAST 25.00 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 63 DEGREES 26 MINUTES 03 SECONDS WEST 72.13 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 00 DEGREES 45 MINUTES 19 SECONDS EAST 226.53 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 81 DEGREES 13 MINUTES 24 SECONDS EAST 8.34 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 15 DEGREES 59 MINUTES 44 SECONDS WEST 325.29 FEET TO AN IRON FOUND; THENCE NORTH 81 DEGREES 11 MINUTES 07 SECONDS WEST 186.66 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE NORTH 17 DEGREES 33 MINUTES 26 SECONDS WEST 448.99 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP ON THE SOUTHEAST RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25; THENCE NORTH 49 DEGREES 59 MINUTES 02 SECONDS EAST 509.17 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

ALONG WITH THE PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR DRAINAGE, UTILITIES, INCLUDING INSTALLATION, AND USE AND MAINTENANCE OF A SEWER DRAINAGE LINE DESCRIBED IN INSTRUMENT DATED OCTOBER 28, 1996, RECORDED OCTOBER 28, 1996, IN INSTRUMENT NO. 1996-35731 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, AND CORRECTED AGREEMENT IN INSTRUMENT NO. 2000-39149, IN THE PROBATE RECORDS OF SHELBY COUNTY, ALABAMA.

ALONG WITH THOSE RIGHTS WHICH CONSTITUTE AN INTEREST IN REAL PROPERTY, AS CONTAINED IN THAT CERTAIN EASEMENT FOR DRAINAGE AND UTILITIES AS RECORDED IN INSTRUMENT NO. 2000-36573.






**EXHIBIT A-3**

**LEGAL DESCRIPTION**

**Plantation Garden**

A PART OF THE NE1/4 OF THE NW1/4 OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 4 WEST, MORGAN COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID NE1/4 OF THE NW1/4; THENCE S2°06'00"W 720.29 FEET ALONG THE 1/4 MILE LINE TO THE POINT OF BEGINNING; THENCE S2°06'00"W 274.77 FEET ALONG SAID 1/4 MILE LINE; THENCE S89°05'19"E 540.88 FEET; THENCE N2°07'46"E 165.22 FEET; THENCE S89°04'14"E 81.82 FEET; THENCE N0°22'01"E 44.46 FEET; THENCE N52°28'16"E 150.33 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF SPARKMAN STREET, NW; THENCE N37°34'02"W 50.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE S52°28'09"W 150.25 FEET; THENCE N37°28'31"W 128.79 FEET; THENCE S71°17'10"W 272.71 FEET; THENCE N85°20'09"W 252.74 FEET TO THE POINT OF BEGINNING


  
20181204000423680 30/33 \$15143.00  
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## **EXHIBIT A-4**

### **LEGAL DESCRIPTION**

#### **River Valley**

BEGINNING AT THE NORTHEAST CORNER OF THE SE1/4 OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 4 WEST, DECATUR, MORGAN COUNTY, ALABAMA, AND RUNNING THENCE N 88°55'42" W (ALABAMA STATE COORDINATE SYSTEM GRID BEARING) ALONG THE NORTH BOUNDARY OF THE SE1/4 OF SAID SECTION 6 A DISTANCE OF 205.00 FEET TO A POINT; THENCE S 00°28'39" W A DISTANCE OF 52.18 FEET TO AN IRON PIN ON THE SOUTH RIGHT OF WAY MARGIN OF CEDAR LAKE ROAD, S.W. AND THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE TRUE POINT OF BEGINNING CONTINUE S 00°28'39" W A DISTANCE OF 101.37 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY MARGIN OF CENTRAL PARKWAY, S.W.; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE WESTERLY RIGHT OF WAY MARGIN OF CENTRAL PARKWAY, S.W. AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1243.94 FEET, AN ARC DISTANCE OF 104.05 FEET (CHORD DISTANCE 104.02 FEET, CHORD BEARING S 24°11'16" W) TO AN IRON PIN; THENCE S 26°35'03" W ALONG THE WESTERLY RIGHT OF WAY MARGIN OF CENTRAL PARKWAY, S.W., A DISTANCE OF 68.90 FEET TO AN IRON PIN; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE WESTERLY RIGHT OF WAY MARGIN OF CENTRAL PARKWAY, S.W. AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1356.93 FEET, AN ARC DISTANCE OF 118.02 FEET (CHORD DISTANCE OF 117.98 FEET, CHORD BEARING S 24°05'33" W) TO AN IRON PIN; THENCE N 88°55'42" W A DISTANCE OF 85.58 FEET TO AN IRON PIN; THENCE S 00°28'39" W A DISTANCE OF 32.16 FEET TO AN IRON PIN; THENCE N 88°55'42" W A DISTANCE OF 347.38 FEET TO AN IRON PIN ON THE EAST BOUNDARY OF FARMINGTON SUBDIVISION AS RECORDED IN THE MORGAN COUNTY PROBATE OFFICE IN PLAT BOOK 6, AT PAGE 59; THENCE N 00°53'15" E ALONG THE EAST BOUNDARY OF FARMINGTON SUBDIVISION A DISTANCE 400.00 FEET TO AN IRON PIN ON THE SOUTH RIGHT OF WAY MARGIN OF CEDAR LAKE ROAD, S.W.; THENCE S 88°55'28" E ALONG THE SOUTH RIGHT OF WAY MARGIN OF CEDAR LAKE ROAD S.W. A DISTANCE OF 549.52 FEET TO THE POINT OF BEGINNING, LYING AND BEING WITHIN THE SE1/4 OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 4 WEST, DECATUR, MORGAN COUNTY, ALABAMA, AND SUBJECT TO AN EASEMENT TWENTY (20.00) FEET WIDE FOR DRAINAGE, UTILITIES AND TELECOMMUNICATIONS PURPOSES EVENLY OFF THE EAST BOUNDARY OF THE TRACT.


  
20181204000423680 31/33 \$15143.00  
Shelby Cnty Judge of Probate, AL  
12/04/2018 10:53:32 AM FILED/CERT

**EXHIBIT A-5**

**LEGAL DESCRIPTION**

**Robertsdale Village**

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89 DEGREES, 58 MINUTES WEST FOR A DISTANCE OF 390.0 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH FOR A DISTANCE OF 575.32 FEET TO AN IRON PIN; THENCE RUN NORTH 89 DEGREES, 58 MINUTES WEST FOR A DISTANCE OF 348.20 FEET TO AN IRON PIN; THENCE RUN NORTH FOR A DISTANCE OF 575.32 FEET TO AN IRON PIN; THENCE RUN SOUTH 89 DEGREES, 58 MINUTES EAST FOR A DISTANCE OF 348.2 FEET TO THE POINT OF BEGINNING.

  
20181204000423680 32/33 \$15143.00  
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12/04/2018 10:53:32 AM FILED/CERT



## **EXHIBIT A-6**

### **LEGAL DESCRIPTION**

#### **Windscape**

Commence at the Northeast corner of the West One-half of the Northwest Quarter of Section 17, Township 3 South, Range 4 West, thence South 01 degrees 14 minutes 39 seconds West along the East boundary of the West One-Half of the Northwest Quarter of said Section 17 a distance of 2117.30 feet to a point, thence North 86 degrees 33 minutes 01 seconds West a distance of 22.75 feet to a set 5/8" rebar with cap stamped "Dunivant Engineering Co. CA-0044-LS" at the Northwest corner of Lot 249 of the Coleman Addition to the Town of Athens as recorded in Plat Book "A", Page 27, in the Office of the Judge of Probate of Limestone County, Alabama, said 5/8" rebar also being the Point of True Beginning of the tract herein described, Thence from the Point of True Beginning South 01 degrees 24 minutes 39 seconds West along the west boundary of said Lot 249 a distance of 132.00 feet to a set 5/8" rebar with cap stamped "Dunivant Engr. Co. CA-0044-LS" at the Northwest corner of Lot 250 of said Coleman Addition to the Town of Athens, Thence South 86 degrees 33 minutes 01 seconds East a distance of 310.00 feet to a set 5/8" rebar with cap stamped "Dunivant Engr. Co. CA-0044-LS" at the Northeast corner of said Lot 250, said 5/8" rebar also being on the west right-of-way of Levert Avenue, Thence South 01 degrees 18 minutes 50 seconds West along the west right-of-way of said Levert Avenue a distance of 395.91 feet to an existing 5/8" rebar at the Southeast corner of Lot 252 of said Coleman Addition to the Town of Athens, Thence North 86 degrees 35 minutes 21 seconds West along the south boundary of said Lot 252 and an extension thereof a distance of 953.01 feet to an existing 1/2" rebar, passing an existing 1/2" rebar at a distance of 318.68 feet, said 1/2" rebar also being 12.2 feet east of an existing iron pin with cap stamped "Stanfield Jackson & Assoc", Thence North 01 degrees 43 minutes 12 seconds East a distance of 528.00 feet to a set 5/8" rebar with cap stamped "Dunivant Engr. Co. CA-0044-LS", said 5/8" rebar also being 15.5 feet east of an existing 1/2" rebar, Thence South 86 degrees 35 minutes 21 seconds East a distance of 639.50 feet to the Point of True Beginning, passing an existing 1/2" rebar at a distance of 634.33 feet.

#### **LESS AND EXCEPT:**

A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, T-3-S, R-4-W IN LIMESTONE COUNTY, AL AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SECTION 17, T-3-S, R-4-W, THENCE NORTH 01°15'43" EAST AND ALONG THE WEST BOUNDARY LINE OF SOUTHWEST CORNER OF SECTION 17 A DISTANCE OF 1346.29 FEET TO A POINT ON THE WEST BOUNDARY LINE OF SECTION 17; THEN SOUTH 85°45'10" EAST A DISTANCE OF 1449.72 FEET TO A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 47, SOUTH VIEW MANOR ADDITION NO. 1; THENCE NORTH 01°27'26" EAST A DISTANCE OF 770.52 FEET TO A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF LOT 34, SOUTH VIEW MANOR ADDITION NO. 1; THENCE SOUTH 87°47'0" EAST A DISTANCE OF 135.04 FEET TO THE REQUIRED RIGHT-OF-WAY LINE OF LEVERT AVENUE; THENCE NORTH 01°04'13" EAST AND ALONG THE REQUIRED RIGHT-OF-WAY LINE OF LEVERT AVENUE A DISTANCE OF 549.25 FEET TO THE REQUIRED RIGHT-OF-WAY LINE OF LEVERT AVENUE, WHICH IS THE POINT OF BEGINNING; THENCE NORTH 01°04'13" EAST AND ALONG THE REQUIRED RIGHT-OF-WAY LINE OF LEVERT AVENUE A DISTANCE OF 369.15 FEET TO THE REQUIRED RIGHT-OF-WAY LINE OF LEVERT AVENUE; THENCE SOUTH 86°33'01" EAST AND ALONG THE GRANTOR'S PROPERTY LINE A DISTANCE OF 31.70 FEET TO THE PRESENT RIGHT-OF-WAY LINE OF LEVERT AVENUE; THENCE SOUTH 01°18'50" WEST AND ALONG THE PRESENT RIGHT-OF-WAY LINE OF LEVERT AVENUE A DISTANCE OF 395.91 FEET TO THE PRESENT RIGHT-OF-WAY LINE OF LEVERT AVENUE; THENCE NORTH 86°53'31" WEST AND ALONG THE GRANTOR'S PROPERTY LINE A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING.