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Shelby Cnty Judge of Probate, AL
01/23/2019 12:07:06 PM FILED/CERT

*27.55% of subject property lies in St. Clair County, Alabama. 72.45% of subject property lies in Shelby County, Alabama.

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This instrument was prepared by THOMAS W. RUSSELL, EvaBank, 1710 Cherokee Ave. SW, Cullman, AL 35055

MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is December 27, 2018. The parties and their addresses are:

MORTGAGOR:
GIDDIE, INC.
A Wyoming Corporation
3491 HELENA ROAD
HELENA, AL 35080

LENDER:
EVABANK
Organized and existing under the laws of Alabama
2915 Clairmont Ave.
Birmingham, AL 35205

1. **DEFINITIONS.** For the purposes of this document, the following term has the following meaning.
- A. **Loan.** "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey, sell and mortgage to Lender, with power of sale, the following described property:

SEE ATTACHED EXHIBIT A WHICH IS ATTACHED HERETO AND MADE A PART HEREOF

The property is located at: SEE ATTACHED EXHIBIT A, State of Alabama .

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). When the Secured Debts are paid in full and all underlying agreements have been terminated, this Security Instrument will become null and void. This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. **SECURED DEBTS AND FUTURE ADVANCES.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:
- A. **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated December 27, 2018, from Mortgagor to Lender, with a loan amount of \$2,103,600.00 and maturing on January 5, 2044.
- B. **Future Advances.** All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.



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C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

10. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Mortgagor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. Power. Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

12. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant

or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor absolutely, unconditionally, irrevocably and immediately assigns, grants, bargains, conveys and mortgages to Lender all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Mortgagor a revocable license to collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor's default automatically and immediately revokes this license. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Mortgagor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Mortgagor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Mortgagor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Mortgagor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. This assignment is enforceable when Lender takes an affirmative action as prescribed by the law of the state where the Property is located. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.



15. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

- A. Payments.** Mortgagor fails to make a payment in full when due.
- B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.
- C. Business Termination.** Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.
- D. Failure to Perform.** Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
- E. Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.
- F. Other Agreements.** Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.
- G. Misrepresentation.** Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment.** Mortgagor fails to satisfy or appeal any judgment against Mortgagor.
- I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change.** Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.
- K. Property Transfer.** Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
- L. Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.
- M. Material Change.** Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.
- N. Insecurity.** Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

16. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

If Lender initiates a judicial foreclosure, Lender will give the notices as required by applicable law. If Lender invokes the power of sale, Lender will publish the notice of sale, and arrange to sell all or part of the Property, as required by applicable law. Lender or its designee may purchase the Property at any sale. Lender will apply the proceeds of the sale in the manner required by applicable law. The sale of any part of the Property will only operate as a foreclosure of the sold Property, so any remaining Property will continue to secure any unsatisfied Secured Debts and Lender may further foreclose under the power of sale or by judicial foreclosure.

Upon any sale of the Property, Lender will make and deliver a deed without warranty or appropriate deed required by applicable law that conveys all right, title and interest to the Property that was sold to the purchaser(s). The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

17. REDEMPTION. The period of redemption after sale on foreclosure will be one year. Any agreement to extend the redemption period must be in writing.

18. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred



by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the

Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

22. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.

24. USE OF PROPERTY. Mortgagor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Mortgagor becomes aware of such a violation, Mortgagor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if the Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnatee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnatee concerning this Security Instrument or the related property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such property, then the Mortgagor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnatee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnatee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by the Lender in favor of the Mortgagor.

Violation of this provision is a material breach of this Security Instrument and thereby constitutes a default under the terms and provisions of this Security Instrument.

25. OTHER TERMS. The following are applicable to this Security Instrument:

A. No Action by Lender. Nothing contained in this Security Instrument shall require Lender to take any action.

B. Riders. The covenants and agreements of the following riders are incorporated into and supplement and amend the terms of this Security Instrument.

ASSIGNMENT OF LEASE AND RENTS

26. APPLICABLE LAW. This Security Instrument is governed by the laws of Alabama, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

27. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

28. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

29. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

30. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

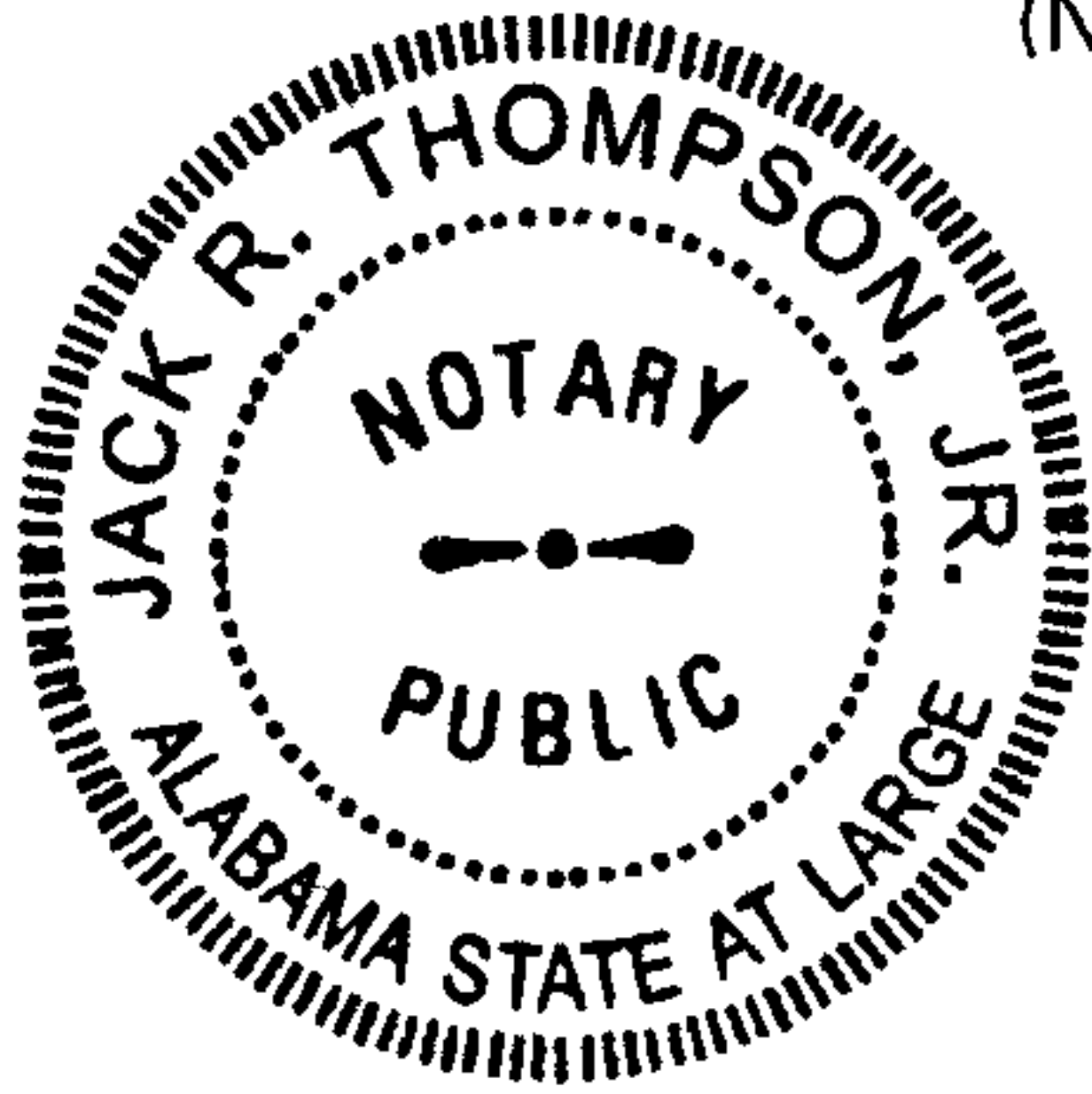
MORTGAGOR:
GIDDIE, INC.

By *Joseph Habshey* (Seal)
JOSEPH HABSHEY, President

ACKNOWLEDGMENT.
State OF Alabama, County OF Tettersville ss.
I, Jack R. Thompson Jr., a notary public, in and for said County in said State, hereby certify that JOSEPH HABSHEY, whose name(s) as President of the GIDDIE, INC. a corporation, is/are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the 27 day of Dec., 2018.

My commission expires: 10/31/2020

Jack R. Thompson Jr.
(Notary Public)



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Exhibit A

PARCEL 1: (SHELBY COUNTY PROPERTY) Tax ID #13-5-15-2-002-039.001

OLD DEPOT:

Commence at the SW corner of Lot 1 of Old Town Helena as recorded in Map Book 22, Page 26, in Shelby County, Alabama; thence North 3 degrees 18 minutes 44 seconds West along the Westerly boundary line of Lots 1-8 of said Old Town Helena, a distance of 227.17 feet; thence South 86 degrees 41 minutes 16 seconds West a distance of 12 feet to a point, said point being the SW corner of Lot 9 of said Old Town Helena; thence South 69 degrees 33 minutes 59 seconds West a distance of 278.32 feet to the Point of Beginning; thence South 5 degrees 40 minutes 17 seconds West and run a distance of 99.29 feet to the North right of way of Lake Davidson Lane (50 foot ROW); thence North 84 degrees 19 minutes 43 seconds West and along said right of way, run a distance of 90.0 feet; thence North 5 degrees 40 minutes 17 seconds East and leaving said right of way, run a distance of 99.29 feet; thence South 84 degrees 19 minutes 43 seconds East and run a distance of 90.00 feet to the Point of Beginning.

NEW DEPOT:

Commence at the SW corner of Lot 1 of Old Town Helena as recorded in Map Book 22, Page 26, in Shelby County, Alabama; thence North 3 degrees 18 minutes 44 seconds West along the Westerly boundary line of Lots 1 - 8 of said Old Town Helena a distance of 222.17 feet; thence South 86 degrees 41 minutes 16 seconds West a distance of 12 feet to a point, said point being the SW corner of Lot 9 of said Old Town Helena; thence South 69 degrees 33 minutes 59 seconds West a distance of 278.32 feet; thence North 84 degrees 19 minutes 43 seconds West and run a distance of 90.0 feet to the Point of Beginning; thence South 5 degrees 40 minutes 17 seconds West and run a distance of 99.29 feet to the North right of way of Lake Davidson Lane (50 foot ROW); thence North 84 degrees 19 minutes 43 seconds West and along said right of way and run a distance of 49.76 feet to a point of a curve to right having a central angle of 92 degrees 44 minutes 39 seconds a radius of 25 feet and subtended by a chord which bears North 37 degrees 57 minutes 23 seconds West a chord distance of 36.19 feet; thence along the arc of said curve run a distance of 40.97 feet to the end of said curve and a point lying on the easterly right of way of Alabama Highway # 261 (80 foot ROW); thence North 7 degrees 34 minutes 34 seconds East and along said right of way run a distance of 73.13 feet; thence South 84 degrees 19 minutes 43 seconds East and leaving said right of way run a distance of 72.30 feet to the Point of Beginning.

Old Depot and New Depot being situated in the SE 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama.

PARCEL 2: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-3-002-002.000

Lots 5, 6, 7, 8, 9, 10 and 11, in Block 14, according to the map of the Town of Helena, Alabama, drawn by Joseph Squire as recorded in Map Book 3, Page 121, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Commencing at the NE corner of the SW 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West, and run South along the East boundary line of said SW 1/4 of NW 1/4 of said Section 15 a distance of 1323.9 feet; thence run North 88 degrees 32 minutes East 47 feet to East side of main street in the Town of Helena; thence run South 1 degree 28 minutes East 58.6 feet to point of beginning of lands herein described; thence continue South 1 degree 28 minutes East 175 feet; thence run North 88 degrees 32 minutes East 45 feet; thence run North 1 degree 28 minutes West 175 feet; thence run South 88 degrees 32 minutes West 45 feet to point of beginning.

LESS AND EXCEPT any portion of Lot 4, in Block 14 recorded in Map Book 3, Page 121 as may be described in the above recited metes and bounds description.

PARCEL 3: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-3-002-002.001

Lots 1, 2, 3 and 4, in Block 14, according to Joseph Squire's Map of Helena, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Plat Book 3, Pages 121 and 121-A; being situated in Shelby County,

Alabama.

PARCEL 4: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-3-003-004.000

Lots 8, 9 and 10, in Block 1, according to the survey of Joseph Squire's Map of the Town of Helena, as recorded in Map Book 3, Page 121, in the Probate Office of Shelby County, Alabama.

PARCEL 5: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-2-00-029.000

Tract I:

Commence at the NE corner of Lot 1, in Block 1, of the Town of Helena, Alabama, for the point of beginning; thence run in a Southerly direction along the East line of Lots 1 and 2, a distance of 75.0 feet; thence turn an angle to the right of 90 degrees and run 97.7 feet in a Westerly direction said line falling along South wall of a two story brick building; thence turn an angle to the right of 88 degrees 19 minutes 30 seconds and run in a Northerly direction a distance of 50.0 feet; thence turn an angle to the right of 91 degrees 40 minutes 30 seconds and run in an Easterly direction a distance of 48.4 feet; thence turn an angle to the left of 88 degrees 20 minutes and run in a Northerly direction a distance of 25 feet; thence turn an angle to the right of 88 degrees 20 minutes and run in an Easterly direction a distance of 50.0 feet to a point of beginning; being situated in the Town of Helena, Shelby County, Alabama.

Tract II:

From the NE corner of Lot 1, in Block 1, of the Town of Helena, Alabama, run in a Westerly direction along the North line of said Lot 1 for a distance of 50.0 feet to the point of beginning; thence turn an angle to the left of 88 degrees 20 minutes and run in a Southerly direction for a distance of 25 feet; thence turn an angle to the right of 88 degrees 20 minutes and run in a Westerly direction for a distance of 48.4 feet; thence run an angle to the right of 88 degrees 19 minutes 30 seconds and run in a Northerly direction for a distance of 25 feet; thence turn an angle to the right of 91 degrees 40 minutes 30 seconds and run in an Easterly direction for a distance of 49.86 feet to the point of beginning; being situated in the Town of Helena, Shelby County, Alabama.

Tract IV:

The North 27 feet of Lot 3, in Block 1, according to Joseph Squire's survey of the Town of Helena, Shelby County, Alabama.

All being situated in Shelby County, Alabama.

PARCEL 6: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-2-001-030.000

Metes and bounds description of Lot 1 and the North half of Lot 2, in Block 14 of Joseph Squire's map of the town of Helena compiled as a single unit.

Begin at a point on the East right of way line of Main Street in Helena, Alabama 50.0 feet South of the main line track of the L&N Railroad; thence run East-Southeast along said South right of way line of said L&N Railroad a distance of 140.0 feet to a point; thence turn an angle of 84 degrees 20 minutes to the right and run Southerly a distance of 18.0 feet to a point; thence turn an angle of 13 degrees 20 minutes to the left and continue Southerly a distance of 68.0 feet to a point; thence turn an angle of 96 degrees 36 minutes to the right and run Westerly a distance of 141.70 feet to a point on the East right of way line of Main Street; thence turn an angle of 89 degrees 39 minutes to the right and run Northerly along the East right of way line of Main Street a distance of 6.75 feet to a point; thence turn an angle of 90 degrees 0 minutes to the right and run Easterly along the South line of Lot 2 a distance of 60.0 feet to a point; thence turn an angle of 90 degrees 0 minutes to the left and run Northerly along the East line of same said Lot 2 a distance of 30.0 feet to a point; thence turn an angle of 90 degrees 0 minutes to the left and run Westerly along the exact middle line of same said Lot 2 a distance of 60.0 feet to a point on the East right of way line of same said Main Street; thence turn an angle of 90 degrees 0 minutes to the right and run Northerly along said East line of said Main Street a distance of 78.75 feet to the point of beginning, marked on each corner with a steel rebar pin as of date of survey.

ALSO the following property:

Begin at the NW corner of the South 1/2 of Lot 2, in Block 14 of Joseph Squire's map of the Town of Helena, Alabama; run thence in an Easterly direction along the Northern boundary of the South 1/2 of said Lot 2, in Block 14 a distance of 60 feet to a point; thence turn an angle of 90 degrees to the right and run Southerly a distance of 6.75 feet to a point; thence turn to the right and run Westerly parallel with the Northern boundary of the South 1/2 of said Lot 2, Block 14 a distance of 60 feet to a point; thence turn to the right and run Northerly a distance of 6.75 feet to point of beginning of the property herein conveyed.

LESS AND EXCEPT the following property:

Begin at the SW corner of the South 1/2 of Lot 2, in Block 14, according to Joseph Squire's map of the Town of Helena, Alabama, which point of beginning in the SW corner of that certain property conveyed to the Town of Helena, Alabama by deed from T. S. Wallace and wife, Eugina Wallace recorded in Deed Book 187, Page 375 in the Probate Records of Shelby County, Alabama; thence run in an Easterly direction along the Southern boundary of the said S 1/2 of Lot 2, Block 14 a distance of 60 feet to a point; thence turn an angle of 90 degrees to the right and run Southerly a distance of 6.75 feet to a point; thence turn to the right and run Westerly parallel with the Southern boundary of Lot 2, Block 14 a distance of 60 feet to a point; thence turn to the right and run Northerly 6.75 feet to the point of beginning of the parcel herein conveyed.

PARCEL 7: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-3-006-007.000

A part of Lots 10, 11, 12 and 13, in Block 15, according to the map of the Town of Helena, Alabama as drawn by Joseph Squire, as recorded in Map Book 3, Page 121, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Begin at the Northeast corner of said Lot 10 as described above; thence East along the North line of said lot 96.14 feet; thence turn right 104 degrees 52 minutes 42 seconds and go 60.00 feet; thence turn right 13 degrees 32 minutes 17 seconds and go 45.29 feet; thence turn right 1 degree 49 minutes 59 seconds and go 59.04 feet; thence turn right 0 degrees 52 minutes 03 seconds and go 85.80 feet to the East line of Lot 13; thence turn right 152 degrees 43 minutes 05 seconds and run North 222.77 feet to the point of beginning.

PARCEL 8: (ST. CLAIR PROPERTY) Tax ID# 26-02-10-0-001-013.001

Part of the North Half of the Northeast Quarter of the Northeast Quarter of Section 10, Township 17 South, Range 1 East, lying East of Moody Parkway (Montevallo - Ashville Highway) (US Highway #411), and being more particularly described as follows:

Begin at the SE corner of the N 1/2 of the NE 1/4 of the NE 1/4 of Section 10, Township 17 South, Range 1 East; thence Westerly along the South line of said N 1/2 of the NE 1/4 of the NE 1/4 of said section 305.18 feet to a found 1 1/2 inch pipe on the Southeasterly right of way line of Moody Parkway (Montevallo - Ashville Highway) (US Highway #411); thence 118 degrees 06 minutes 10 seconds to the right Northeasterly along said right of way line 310.64 feet to the point of a curve to the right having a central angle of 0 degrees 03 minutes 34 seconds a radius of 3094.55 feet; thence along the arc of said curve 3.21 feet; thence 93 degrees 40 minutes 12 seconds to the right (angle measured from tangent of said curve) 48.22 feet to the center of a drainage ditch; thence 6 degrees 03 minutes 35 seconds to the left 121.40 feet to the East line of said N 1/2 of the NE 1/4 of the NE 1/4 of said section; thence 62 degrees 11 minutes 40 seconds to the right Southerly 198.75 feet to the point of beginning.

Situated in St. Clair County, Alabama.

PARCEL 9: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-3-005-009.000

A part of the NW 1/4 of the SW 1/4 of Section 15, Township 20, Range 3 West, the same being a part of Lots 4 and 5 in Block 4 in the Town of Helena, Alabama, according to the Map and Survey of Joseph Squire and bounded as follows:

Continued

Commence at a point on the West edge of Second Street, said point being 200 feet South 1 degree 30 minutes West (at or near 3 degrees 20 minutes variation) from the NE corner of Block 4; thence Southerly along East edge of Block 4, 50 feet; thence Westerly along the dividing line between Lots 5 and 6 150 feet; thence Northerly 50 feet; thence Easterly along the dividing line between Lots 4 and 5 150 feet, to the point of beginning.

PARCEL 10: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-3-005-003.000

Begin at the SE corner of Lot 8, in Block 3, according to Squire's Map of the Town of Helena as shown in Map Book 3, Page 121, in the Probate Office of Shelby County, Alabama; thence Northerly along the Westerly right of way of Helena Road for a distance of 75.00 feet; thence turn an interior angle to the right of 90 degrees 55 minutes 22 seconds and run Westerly for a distance of 99.60 feet to the Easterly right of way of Second Street; thence turn an interior angle to the right of 91 degrees 05 minutes 28 seconds and run Southerly along Second Street for a distance of 74.48 feet; thence turn an interior angle to the right of 89 degrees 11 minutes 59 seconds and run Easterly for a distance of 102.23 feet to the Point of Beginning; said parcel being the same as described in Deed Book 336 at Page 17, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



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