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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA

COUNTY OF SHELBY

**MORTGAGE AND SECURITY AGREEMENT
(ALABAMA)**

HIS INDENTURE made as of the 21st day of March, 2019 between **EDDLEMAN LANDS, LLC**, an Alabama limited liability company (hereinafter called the "Borrower" or the "Mortgagor", whether one or more), as mortgagor, and **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BIRMINGHAM**, an Alabama nonprofit corporation (hereinafter the said mortgagee and any subsequent holder of the Mortgage are referred to as the "Lender" or "Mortgagee" whether one or more), as mortgagee.

W I T N E S S E T H:

WHEREAS, Borrower is justly indebted to Lender on a loan in the principal sum of **SEVEN HUNDRED FORTY THOUSAND and NO/100 DOLLARS (\$740,000.00)** (the "Loan"), as evidenced by a promissory note dated as of even date herewith, payable to Lender (the "Note") as otherwise provided in the Note; and

WHEREAS, the parties desire to secure the principal amount of the Note and all renewals, extensions and modifications thereof, and all refinancing of any part of the Note and any and all other additional indebtedness of Borrower to Lender now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions and modifications thereof, and whether incurred or given as maker, endorser, guarantor or otherwise (herein "Other Indebtedness").

NOW, THEREFORE, the Borrower, in consideration of making the Loan above-mentioned, and to secure the prompt payment of same, and any extensions, renewals, modifications and refinancing of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees, and any and all Other Indebtedness of Borrower to Lender as set forth herein, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note and set forth in all other documents evidencing, securing or executed in connection with the Loan (together with the Note and this Mortgage, the "Loan Documents"), has bargained and sold and does hereby grant, bargain, sell, alien and convey unto the Lender, its successors and assigns, the following described land, real estate, estates, leasehold estates, buildings, improvements and fixtures (which together with any additional such property in the possession of the Lender or hereafter acquired by the Borrower and subject to the lien of this Mortgage, or intended to be so, as the same may be constituted from time to time is hereinafter sometimes referred to as the "Mortgaged Property") to wit:

(a) All that tract or parcel or parcels of land and estates more particularly described **EXHIBIT A** attached hereto and made a part hereof (the "Land");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials and machinery now or hereafter owned by the Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements (except household goods of the Borrower not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials and machinery actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

This is a purchase money mortgage.

(c) All accounts (as presently or hereafter defined in the Uniform Commercial Code), general intangibles, goods, contracts and contract rights relating to the Land, Improvements, and other Mortgaged Property, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land, Improvements and other Mortgaged Property;

(d) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Land, Improvements, and other Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Borrower, however, so long as Borrower is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land, Improvements, or other Mortgaged Property, or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land, Improvements, or other Mortgaged Property, or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf of and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

(e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing; and

(f) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs (a), (b), (c) (d) or (e) above.

Some of the said items are or may become "fixtures" on the above-described property and as provided under Chapter 9A of the Uniform Commercial Code as in effect in the state of Alabama, this Mortgage, upon being filed for record in the real property records of the County where the Land is located, shall operate also as a "fixture filing" and financing statement upon such of the items which are or may become fixtures.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender, its successors and assigns forever, subject however to the terms and conditions herein;

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Borrower shall pay or cause to be paid to the Lender the principal payable in respect to the Note, and any extensions, renewals, modifications and refinancings of same, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Borrower, and shall pay all charges incurred herein by Lender on account of Borrower, including, but not limited to, attorney's fees, and shall pay any and all Other Indebtedness of Borrower to Lender, and shall keep, perform and observe all and singular the covenants, conditions

and agreements in this Mortgage, in the Note, in the other Loan Documents, and in the Other Indebtedness Instruments without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, sold and conveyed shall cease, determine and be void, but shall otherwise remain in full force and effect.

AND the Borrower further represents, warrants, covenants and agrees with the Lender as follows:

ARTICLE I

Section 1.1 **Performance of Mortgage, Note and Loan Documents.** The Borrower will perform, observe and comply with all provisions hereof, and of the Note, and of the other Loan Documents, and of the instruments evidencing Other Indebtedness ("Other Indebtedness Instruments"), and will duly and punctually pay to the Lender the sum of money expressed in the Note, and all other sums required to be paid by the Borrower pursuant to the provisions of the Note, of the Loan Documents, and of the Other Indebtedness Instruments, all without any deductions or credit for taxes or other similar charges paid by the Borrower.

Section 1.2 **Warranty of Title.** Borrower hereby warrants that Borrower is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances whatsoever, including, as to the fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Borrower shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever.

Section 1.3 **Environmental Matters.** Borrower represents, warrants, and covenants as follows:

(a) No Hazardous Materials (hereinafter defined) have been, are, or will be, while any part of the indebtedness secured by this Mortgage remains unpaid, contained in, treated, stored, handled, generated, located on, discharged from, or disposed of on, or constitute a part of, the Mortgaged Property, except in the ordinary course of Borrower's business and in strict compliance with all environmental laws, rules, regulations, and orders. As used herein, the term "Hazardous Materials" includes without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or material defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. Sections 6901, et seq.), the Clean Water Act, as amended (33 U.S.C. Sections 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration (OSHA) pertaining to occupational exposure to asbestos, as amended, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect;

(b) The Borrower promptly shall comply with all present and future laws, ordinances, rules, regulations, orders and decrees of any governmental authority affecting the Mortgaged Property or any part thereof. Without limiting the foregoing, the Borrower represents and covenants that the Mortgaged Property is in present compliance with, and in the future shall comply with, as applicable, the Americans With Disabilities Act of 1990 ("ADA") (42 U.S.C. Sections 12101, et seq.) and the Rehabilitation Act of 1973 ("Rehabilitation Act") (29 U.S.C. Sections 749, et seq.), each such act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto; and

(c) Borrower shall give immediate oral and written notice to Lender of its receipt of any notice of a violation of any law, rule or regulation covered by this Paragraph 1.4, or of any notice of other claim relating to the

environmental or physical condition of the Mortgaged Property, or of its discovery of any matter which would make the representations, warranties, and/or covenants herein to be inaccurate or misleading in any respect.

Borrower hereby agrees to indemnify and hold Lender harmless from all loss, cost, damage, claim and expense incurred by Lender on account of (i) the violation of any representation, warranty or covenant set forth in this Paragraph 1.3, (ii) Borrower's failure to perform any obligations of this Paragraph 1.3, (iii) Borrower's or the Mortgaged Property's failure to fully comply with all environmental laws, rules and regulations, or with all occupational health and safety laws, rules and regulations, or with or with the ADA or Rehabilitation Act, or (iv) any other matter related to environmental or physical conditions on, under or affecting the Mortgaged Property. This indemnification shall survive the closing of the Loan, payment of the Loan, the exercise of any right or remedy under any Loan Document, any subsequent sale or transfer of the Mortgaged Property, and all similar or related events. However, this indemnification shall not apply to any new Hazardous Material first stored, generated or placed on the Mortgaged Property after the acquisition of title to the Mortgaged Property by Lender through foreclosure or deed in lieu of foreclosure or purchase from a third party after the Loan has been paid in full. Borrower hereby releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs related to the Mortgaged Property, including, without limitation, under any applicable laws, rules, regulations or court orders.

In addition to other inspection rights of Lender, the Borrower shall and hereby does grant and convey to the Lender, its agents, representatives, contractors, and employees, an easement and license to enter on the Mortgaged Property at any time and from time to time for the purpose of making such audits, tests, inspections, and examinations, including, without limitation, inspection of buildings and improvements, subsurface exploration and testing and groundwater testing, as the Lender, in its sole discretion, deems necessary, convenient, or proper to determine the condition and use of the Mortgaged Property, to make an inventory of the Mortgaged Property, and to determine whether the ownership, use and operation of the Mortgaged Property are in compliance with the terms and conditions set forth in the Loan Documents and with all federal, state and local laws, ordinances, rules and regulations, including, without limitation, environmental laws, health and public accommodation laws, the ADA and the Rehabilitation Act, as applicable, and ordinances, rules and regulations relating thereto. Any tests or inspections made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person or entity. Notwithstanding the grant of the above easement and license to the Lender, the Lender shall have no obligation to perform any such audits, test, inspections, or examinations, or to take any remedial action. All the costs and expenses incurred by the Lender with respect to any audits, tests, inspections, examinations and interviews which the Lender may conduct or take pursuant to this paragraph, including, without limitation, the fees of any engineers, laboratories, and contractors, shall be repaid by the Borrower, and shall be secured by the Mortgage and the other Loan Documents.

Section 1.4 **Taxes, Utilities and Liens.**

(a) The Borrower will pay promptly, when and as due, and, if requested, will exhibit promptly to the Lender receipts for the payment of all taxes, assessments, water rates, utility charges, dues, charges, fines, penalties, costs and other expenses incurred, and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Lender in the Mortgaged Property or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage for any amounts secured hereby or would have priority or equality with this Mortgage for any amounts secured hereby or would have priority or equality with this Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof.

(b) The Borrower promptly shall pay and will not suffer any mechanic's, laborer's, statutory or other lien which might or could be prior to or equal to the lien of this Mortgage to be created or to remain outstanding upon any of the Mortgaged Property.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date thereof, or in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes, then Borrower immediately shall pay any increased taxes if allowed by law, and if Borrower fails to pay such additional taxes, or if Borrower is prohibited from paying such taxes, or if Lender in any way is adversely affected by such law, order, rule

or regulation, then in any of such events, all indebtedness secured by this Mortgage shall without notice become due and payable forthwith at the option of the Lender.

Section 1.5 **Insurance.**

(a) The Borrower will procure for, deliver to, and maintain for the benefit of the Lender during the life of this Mortgage insurance policies in such amounts as the Lender shall require, insuring the Mortgaged Property against fire, extended coverage, war damage (if available), and such other insurable hazards, casualties and contingencies as the Lender may require. The form of such policies and the companies issuing them shall be acceptable to the Lender. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to the Lender shall be delivered to the Lender. The Borrower shall deliver to the Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any transfer of title to the Mortgaged Property in partial or full extinguishment of the indebtedness secured hereby, all right, title and interest of the Borrower in and to all insurance policies then in force shall pass to the purchaser or grantee.

(b) The Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Lender instead of to the Borrower and Lender jointly. After deducting from said insurance proceeds any expenses incurred by Lender in the collection or handling of said fund, the Lender may apply the net proceeds, at its option, either toward restoring the improvements on the Mortgaged Property, or as a credit on any portion of the Borrower's indebtedness selected by Lender, whether then matured or to mature in the future, or at the option of the Lender, such sums either wholly or in part may be paid over to the Borrower to be used to repair such improvements, or to build new improvements in their place or for any other purpose satisfactory to the Lender, all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

Section 1.6 **Condemnation.** If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental or private authority, and any transfer by private sale in lieu thereof), either temporarily or permanently (other than an insubstantial taking of unimproved portions of the Mortgaged Property which does not in Lender's judgment materially affect access to or use of the Mortgaged Property), the entire indebtedness secured hereby shall at the option of the Lender become immediately due and payable. The Lender shall be entitled to all compensation, awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Borrower to the Lender, which after deducting therefrom all its expenses, including attorney's fees may release any moneys so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Lender shall determine to the reduction of the indebtedness secured hereby, and any balance of such moneys then remaining shall be paid to the Borrower. The Borrower agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require.

Section 1.7 **Care of the Property.**

(a) The Borrower will preserve and maintain the Mortgaged Property in good condition and repair, and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) Except as otherwise provided herein, no buildings, fixtures or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender. The Borrower may sell or otherwise dispose of, free from the lien of this Mortgage, tools, appliances, machinery, fixtures or appurtenance subject to the lien hereof which may become worn out, undesirable, obsolete, disused or unnecessary for use in or operation of the Mortgaged Property, upon replacing the same by, or substituting for the

same, free and clear of all liens and security interest except those created by the Loan Documents, other tools, appliances, machinery, fixtures, or appurtenances not necessarily of the same character, but of at least equal value and costing not less than the amount realized from the property sold or otherwise disposed of which shall forthwith become, without further action, subject to the provisions of this Mortgage.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Borrower will give immediate written notice of the same to the Lender.

(d) The Lender is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours.

(e) The Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

(f) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Borrower will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefore; provided, however, that if there are insurance proceeds, the Borrower shall not be required to restore the Mortgaged Property as aforesaid unless the Lender shall apply any net proceeds from the casualty in question and held by Lender, as allowed under Paragraph 1.6, toward restoring the damaged improvements. If a part of the Mortgaged Property shall be physically damaged through condemnation, the Borrower will promptly restore, repair or alter the remaining property in a manner satisfactory to the Lender; provided, however, that if there are condemnation proceeds or awards, the Borrower shall not be required to restore the Mortgaged Property as aforesaid unless the Lender shall apply any net proceeds or awards from the condemnation and held by Lender, as provided in Paragraph 1.7 toward restoring the damaged improvements.

Section 1.8 Expenses. The Borrower will pay or reimburse the Lender for all reasonable attorney's fees, costs and expenses incurred by the Lender in connection with the collection of the indebtedness secured hereby or the enforcement of any rights or remedies provided for in this Mortgage, or in the Note, or as may otherwise be provided by law, or incurred by Lender in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which the Lender is made a party, or appears as party plaintiff or defendant, affecting this Mortgage, the Note, Borrower or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof; and any such amounts paid by the Lender shall be added to the indebtedness secured hereby and shall be further secured by this Mortgage.

Section 1.9 Performance by Lender of Defaults by Borrower. If the Borrower shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property; in the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage or of the Note, then the Lender, at its option, may perform or observe the same; and all payments made for costs or expenses incurred by the Lender in connection therewith shall be secured hereby and shall be without demand, immediately repaid by the Borrower to the Lender. The Lender shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claims and premium, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Lender is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Borrower or any person in possession holding under the Borrower for trespass or otherwise.

Section 1.10 Transfers of Interests in Mortgaged Property. The Borrower shall not sell, assign, mortgage, encumber, or otherwise convey the Mortgaged Property, or any interest therein, without obtaining the express written consent of the Lender prior to such conveyance, which consent may be withheld in its sole discretion. If Borrower should sell, assign, mortgage, encumber or convey all, or any part of, the Mortgaged Property, or any interest therein, without such consent by Lender, then, in such event, the entire balance of the indebtedness (including the Loan and all Other Indebtedness) secured by this Mortgage (or such parts as Lender may elect) shall without notice become due and payable forthwith at the option of the Lender.

ARTICLE II

Section 2.1 **Event of Default.** The term Event of Default, wherever used in this Mortgage, shall mean any one or more of the following events after notice of such event to Borrower by Lender and the continuance thereof for ten (10) days after such notice, or other applicable specified time period:

(a) Failure by the Borrower to pay as and when due and payable any installment of principal or other charge payable under the Note or this Mortgage; or

(b) Failure by the Borrower to maintain insurance as required by Section 1.5; or

(c) Violation of any of the transfer provisions of section 1.10; or

(d) Failure by the Borrower to duly observe any other covenant, condition or agreement of this Mortgage or of the Note; or

(e) Failure by any guarantor to duly observe any covenant, condition or agreement of any guaranty agreement or other instrument covering or in any way relating to the Note or the Loan; or

(f) Any default by Borrower or Douglas D. Eddleman that occurs under the Guaranty Agreement or the Promissory Note, both dated of even date herewith, and which default continues beyond any applicable grace and notice periods set forth such documents; or

(g) If any representation or warranty made herein or in any of the other Loan Documents, the Guaranty Agreement, or the Promissory Note shall prove to be false or misleading or if any report, certificate, financial statement or other instrument heretofore or hereafter furnished in connection with this Mortgage or the Note shall prove to be false or misleading; or

(h) The filing by the Borrower of a voluntary petition in bankruptcy or the Borrower's adjudication as a bankrupt or insolvent, or the filing by the Borrower of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Borrower's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of the Borrower of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits, or income thereof, or the making of any general assignment for the benefit of creditors or the admission in writing of its inability to pay its debts generally as they become due; or

(i) The enforcement of any prior or junior lien or encumbrance on the Mortgaged Property or any part thereof or the failure to pay when due any amount owed under any note or other instrument secured by any prior or junior lien on the Mortgaged Property or any part thereof.

Section 2.2 **Acceleration of Maturity.** If an Event of Default shall have occurred, then the entire balance of the indebtedness secured hereby (or such parts as Lender may elect) shall, at the option of the Lender, become due and payable without notice or demand, time being of the essence; and any omission on the part of the Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.

Section 2.3 **Right of Lender to Enter and Take Possession.**

(a) If an Event of Default shall have occurred and be continuing, the Borrower, upon demand of the Lender, shall forthwith surrender to the Lender the actual possession of the Mortgaged Property, and if and to the extent permitted by law, the Lender may enter and take possession of all the Mortgaged Property, and may exclude the Borrower and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, the Lender may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Borrower in its name or otherwise, with respect to the same; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Lender, all as the Lender from time to time may determine to be to its best advantage; and the Lender may collect and receive all the income, revenues, rents, issues and profits of the Mortgaged Property, including those past due as well as those accruing thereafter, and after deducting (aa) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other charges prior to this Mortgage as the Lender may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Lender; shall apply the remainder of the moneys so received by the Lender, first to the payment of tax deposits; second to the payment of any other sums required to be paid by Borrower under this Mortgage or under the other Loan Documents; third to the payment of overdue installments of principal; fourth to the payment of any sums due for Other Indebtedness, whether principal, interest or otherwise; and the balance, if any to the Borrower, or the party appearing of record to be the owner of the Mortgaged Property, or as otherwise required by law.

(c) Whenever all such Events of Default have been cured and satisfied, the Lender may, at its option, surrender possession of the Mortgaged Property to the Borrower, or Borrower's heirs, successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

Section 2.4 **Lender's Power of Enforcement.** If an Event of Default shall have occurred the Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy to do any one or more of the following (simultaneously or in any order): (a) to enforce payment of the Note; (b) to foreclose this Mortgage; (c) to enforce or exercise any right under any Loan Documents; and (d) to pursue any other remedy available to Lender, all as the Lender may elect.

Section 2.5 **Power of Sale.** If an Event of Default shall have occurred Lender may sell the Mortgaged Property to the highest bidder at public auction in front of the courthouse door in the county or counties, as may be required, where the Mortgaged Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county or counties, as may be required, and, upon payment of the purchase money Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the Mortgaged Property so purchased. Lender may bid at said sale and purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale Borrower hereby agrees and consents that the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Lender may elect. The provisions of Paragraph 3.5 of this Mortgage shall apply with respect to Lender's enforcement of rights or interests in personal property which constitutes Mortgaged Property hereunder.

Section 2.6 **Application of Foreclosure Proceeds.** Unless otherwise required by applicable law, the proceeds of any foreclosure sale pursuant to Paragraph 2.5 of Article II shall be applied as follows:

(a) First, to the expenses of making the sale, including, a reasonable attorney's fee for such services as may be necessary in the collection of the indebtedness secured by this Mortgage or the foreclosure of this Mortgage;

(b) Second, to the repayment of any money which Lender may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided, and as may be provided in the Loan Documents;

(c) Third, to the payment and satisfaction of the indebtedness (including but not limited to the Loan, and the Other Indebtedness) secured hereby, whether or not all of such indebtedness be then due;

(d) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the Mortgaged Property at the time of sale, after deducting any expense of ascertaining who is such owner, or as may otherwise be provided by law.

Section 2.7 **Waiver of Exemption.** Borrower waives all rights of exemption pertaining to real property as to any indebtedness secured by or that may be secured by this Mortgage, and Borrower waives the benefit of any statute regulating or limiting the obtaining of a deficiency judgment or requiring that the value of the Mortgaged Property be set off against any part of the indebtedness secured hereby.

Section 2.8 **Delay or Omission No Waiver.** No delay or omission of the Lender or any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by the Note and this Mortgage to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

Section 2.9 **No Waiver of One Default to Affect Another.** No waiver of any default hereunder or under the Note shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.

Section 2.10 **Remedies Cumulative.** No right, power, or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any other right, power, or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note, or now or hereafter existing at law or in equity or by statute.

ARTICLE III

Section 3.1 **Heirs, Successors and Assigns Included in Parties.** Wherever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of the Borrower or by or on behalf of Lender shall bind and inure to the benefit of their respective heirs, administrators, executors, successors and assigns, whether so expressed or not.

Section 3.2 **Headings.** The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit otherwise affect any of the terms hereof.

Section 3.3 **Gender.** Whenever the context so requires, the masculine includes the feminine and neuter, and the singular includes the plural, and vice versa.

Section 3.4 **Invalid Provisions to Affect No Others.** In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or in the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein, and in the Note shall be in no way affected, prejudiced or disturbed thereby.

Section 3.5 **Grant of Security Interest.**

(a) Borrower (the "debtor" for purposes of the Uniform Commercial Code), in consideration of the Lender's (the "secured party" for purposes of the Uniform Commercial Code) making the Loan as aforesaid and for other good and valuable consideration, and to secure the prompt payment of same, and any extensions, renewals, modifications, and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including, but not limited to attorneys' fees, and any and all Other Indebtedness, and further to secure the performance of the covenants, conditions, and agreements herein set forth and in the Note and the other Loan

Documents, and the Other Indebtedness Instruments, does hereby grant to Lender title to and a security interest in such portions of the Mortgaged Property the security interest in and disposition of which is governed by the Uniform Commercial Code (the "Collateral"), including, without limitation, the property described in the Financing Statements executed, approved, or authorized in connection herewith which are incorporated herein by reference as if set forth fully and at length.

(b) Definitions. All terms used herein which are defined in the Alabama Uniform Commercial Code (the "Uniform Commercial Code") shall have the same meaning herein as in the Uniform Commercial Code unless otherwise indicated herein.

(c) Financing Statements. Borrower warrants to Lender that no financing statement covering any Collateral or any proceeds thereof is on file in any public office, except for financing statements specifically set forth on an addendum attached hereto, if any, and except for the financing statements executed, authorized or approved by Borrower in favor of Lender. The Borrower hereby specifically authorizes the Lender to prepare and to file financing statements covering the Collateral in form satisfactory to the Lender, and will pay the cost of filing the same, in all public offices wherever filing is deemed by the Lender to be necessary or desirable. The Borrower promises to pay to the Lender the fees incurred in filing the financing statements, including but not limited to mortgage recording taxes payable in connection with filings on fixtures, which fees shall become part of the indebtedness secured hereby.

(d) Rights of a Secured Party. Upon the occurrence of an Event of Default, the Lender, in addition to any and all remedies it may have or exercise under this Mortgage, the Note or under applicable law, may immediately and without demand, exercise any and all of the rights of a secured party upon default under the Uniform Commercial Code or other applicable law, all of which shall be cumulative. Such rights shall include, without limitation:

(i) The right to take possession of the Collateral without judicial process and to enter upon any premises where the Collateral may be located for the purposes of taking possession of, securing, removing, and/or disposing of the Collateral without interference from Borrower and without any liability for rent, storage, utilities or other sums;

(ii) The right to sell, lease, or otherwise dispose of any or all of the Collateral, whether in its then condition or after further processing or preparation, at public or private sale; and unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give to Borrower at least ten (10) days' prior notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition of the Collateral is to be made, all of which Borrower agrees shall be reasonable notice of any sale or disposition of the Collateral;

(iii) The right to require Borrower, upon request of Lender, to assemble and make the Collateral available to Lender at a place reasonably convenient to Borrower and Lender; and

(iv) The right to notify account debtors, and demand and receive payment therefrom.


To effectuate the rights and remedies of Lender upon default, Borrower does hereby irrevocably appoint Lender attorney-in-fact for Borrower, with full power of substitution to sign, execute, and deliver any and all instruments and documents and do all acts and things to the same extent as Borrower could do, and to sell, assign, and transfer any Collateral to Lender or any other party.

Section 3.6 **Addresses and Other Information.** The following information is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Alabama, for instruments to be filed as financing statements.

- (a) Name of Borrower (Debtor): Eddleman Lands, LLC
Address of Borrower: 2700 U.S. Highway 2808, Suite 425
Birmingham, Alabama 35223
Attn: Douglas D. Eddleman
- (b) Name of Lender (Secured Party) The Young Men's Christian Association of
Birmingham
Address of Lender: 321 North 21st Street
Birmingham, Alabama, 35203
Attn: Dan Pile, CEO
- (c) Record Owner of Real Estate Eddleman Lands, LLC
described in Exhibit A hereto:

Section 3.7 **Wavier of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THE LOAN DOCUMENTS OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION WITH THE NOTE OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THE LOAN DOCUMENTS, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR IN CONNECTION WITH THE TRANSACTIONS RELATED THERETO OR CONTEMPLATED THEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWER AGREES THAT LENDER MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE, KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF BORROWER TO WAIVE ITS RIGHT TO TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN BORROWER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

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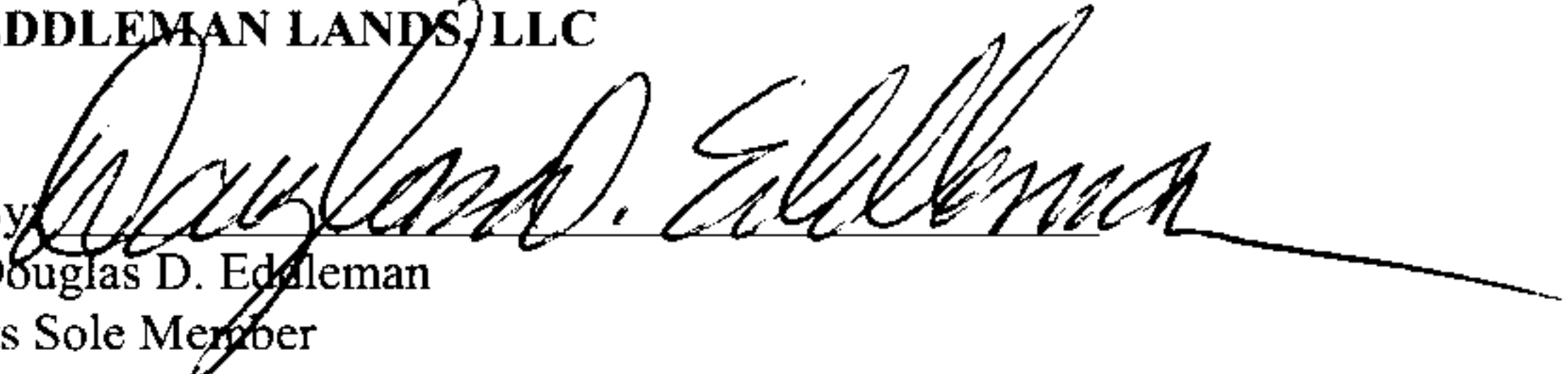

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IN WITNESS WHEREOF, Borrower has caused this instrument to be executed and effective as of the day and year first above written.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

BORROWER (Mortgagor, Debtor):

EDDLEMAN LANDS, LLC

By 
Douglas D. Eddleman
Its Sole Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Douglas D. Eddleman**, is signed to foregoing instrument and whose name as the Sole Member of **EDDLEMAN LANDS, LLC**, an Alabama limited liability company, is also 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, in such capacity and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 21st day of March, 2019.



Notary Public

My Commission Expires: 6-2-2019



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LENDER (Mortgagee, Secured Party):

**THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF
BIRMINGHAM,**

an Alabama Nonprofit Corporation

By: Don Pile
Name: Don Pile
Its CEO

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Don Pile, whose name as the CEO of **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF BIRMINGHAM**, an Alabama Nonprofit Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 21st day of March, 2019

[Signature]
Notary Public

My Commission Expires: 6-2-2019



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EXHIBIT A

DESCRIPTION OF REAL PROPERTY

PARCEL M-3:

Commence at a ½" rebar in place being the Southeast corner of the Southeast one-fourth of the Northwest one-fourth of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 41° 43' 02" West for a distance of 150.36 feet to a concrete monument in place, said point being the point of beginning. From this beginning point thence proceed North 85° 34' 12" West along the Northerly right-of-way of said Hargis Drive for a distance of 389.16 feet to the termination of said Hargis Drive; thence proceed South 04° 24' 10" West for a distance of 80.00 feet; thence proceed South 85° 32' 53" East along the Southerly right-of-way of said Hargis Drive for a distance of 160.41 feet to its point of intersection with the Northerly right-of-way of Girl Scout Road; thence proceed South 88° 10' 39" West along the Northerly right-of-way of said Girl Scout Road for a distance of 282.25 feet; thence proceed North 88° 12' 56" West along the Northerly right-of-way of said road for a distance of 131.92 feet; thence proceed South 83° 17' 32" West along the Northerly right-of-way of said road for a distance of 89.76 feet; thence proceed South 78° 56' 07" West along the Northerly right-of-way of said road for a distance of 259.32 feet to a point on the South boundary of the Southeast one-fourth of the Northwest one-fourth of said Section 24; thence proceed South 75° 08' 19" West along the Northerly right-of-way of said road for a distance of 127.61 feet; thence proceed North 85° 45' 06" West along the Northerly right-of-way of said road for a distance of 54.44 feet; thence proceed North 74° 26' 44" West along the Northerly right-of-way of said road for a distance of 31.24 feet; thence proceed North 58° 56' 45" West along the Northerly right-of-way of said road for a distance of 32.83 feet; thence proceed North 51° 13' 35" West along the Easterly right-of-way of Girl Scout Road for a distance of 104.21 feet; thence proceed North 37° 54' 02" West along the Easterly right-of-way of Girl Scout Road for a distance of 86.57 feet; thence proceed North 31° 57' 06" West along the Easterly right-of-way of Girl Scout Road for a distance of 129.12 feet; thence proceed North 23° 16' 17" West along the Easterly right-of-way of Girl Scout Road for a distance of 47.19 feet; thence proceed North 14° 47' 20" West along the Easterly right-of-way of Girl Scout Road for a distance of 54.46 feet; thence proceed North 50° 37' 15" East for a distance of 379.52 feet; thence proceed South 47° 04' 39" East for a distance of 117.17 feet to a ½" rebar in place; thence proceed North 53° 05' 56" East for a distance of 356.37 feet; thence proceed North 57° 08' 25" East for a distance of 318.68 feet to a ½" rebar in place; thence proceed North 04° 36' 25" East for a distance of 16.67 feet; thence proceed North 72° 06' 48" East along the shoreline of said Hargis Lake for a distance of 52.18 feet; thence proceed North 79° 53' 24" East along the shoreline of said Hargis Lake for a distance of 36.30 feet; thence proceed South 69° 38' 06" East along the shoreline of said Hargis Lake for a distance of 15.92 feet; thence proceed South 07° 04' 36" East along the shoreline of said Hargis Lake for a distance of 31.51 feet; thence proceed South 02° 06' 58" East along the shoreline of said Hargis Lake for a distance of 15.24 feet; thence proceed South 47° 14' 22" West along the shoreline of said Hargis Lake for a distance of 10.98 feet; thence proceed South 85° 16' 45" West along the shoreline of said Hargis Lake for a distance of 38.34 feet; thence proceed North 63° 22' 54" West along the shoreline of said Hargis Lake for a distance of 41.69 feet; thence proceed South 84° 14' 29" West along the shoreline of said Hargis Lake for a distance of 24.52 feet; thence proceed South 49° 12' 41" West along the shoreline of said Hargis Lake for a distance of 15.80 feet; thence proceed South 13° 06' 30" West along the shoreline of said Hargis Lake for a distance of 46.00 feet; thence proceed South 17° 49' 27" East along the shoreline of said Hargis Lake for a distance of 39.15 feet; thence proceed South 47° 20' 40" East along the shoreline of said Hargis Lake for a distance of 21.19 feet; thence proceed South 58° 56' 14" East along the shoreline of said Hargis Lake for a distance of 49.91 feet; thence proceed South 25° 43' 53" East along the shoreline of said Hargis Lake for a distance of 29.21 feet; thence proceed South 05° 33' 22" East along the shoreline of said Hargis Lake for a distance of 92.74 feet; thence proceed South 72° 11' 42" East along the shoreline of said Hargis Lake for a distance of 21.39 feet; thence proceed North 89° 39' 05" East along the shoreline of said Hargis Lake for a distance of 16.35 feet; thence proceed North 61° 18' 17" East along the shoreline of said Hargis Lake for a distance of 79.91 feet; thence proceed South 66° 41' 23" East along the shoreline of said Hargis Lake for a distance of 21.10 feet; thence proceed South 21° 49' 51" East along the shoreline of said Hargis Lake for a distance of 65.11 feet; thence proceed South 36° 31' 28" East along the shoreline of said Hargis Lake for a distance of 73.53 feet; thence proceed South 73° 39' 21" East along the shoreline of said Hargis Lake for a distance of 73.03 feet; thence proceed South 77° 45' 29" East along the shoreline of said Hargis Lake for a distance of 108.40 feet; thence proceed South 84° 40' 03" East along the shoreline of said Hargis Lake for a distance of 127.22 feet;

thence proceed South 89° 27' 50" East along the shoreline of said Hargis Lake for a distance of 188.73 feet; thence proceed South 00° 48' 37" West for a distance of 101.34 feet; thence proceed South 42° 12' 06" West for a distance of 328.55 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Northwest one-fourth, the Southwest one-fourth of the Northeast one-fourth, the Southwest one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Southwest one-fourth and the Northeast one-fourth of the Southwest one-fourth of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama and contains 18.75 acres.

PARCEL NO. M-4:


Commence at a ½" rebar in place being the Southeast corner of the Southeast one-fourth of the Northwest one-fourth of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 41° 43' 02" West for a distance of 150.36 feet to a concrete monument in place; thence proceed North 85° 34' 12" West along the Northerly right-of-way of said Hargis Drive for a distance of 389.16 feet to the termination of said Hargis Drive; thence proceed South 04° 24' 10" West for a distance of 80.00 feet; thence proceed South 85° 32' 53" East along the Southerly right-of-way of said Hargis Drive for a distance of 160.41 feet to its point of intersection with the Northerly right-of-way of Girl Scout Road; thence proceed South 88° 10' 39" West along the Northerly right-of-way of said Girl Scout Road for a distance of 282.25 feet; thence proceed North 88° 12' 56" West along the Northerly right-of-way of said road for a distance of 131.92 feet; thence proceed South 83° 17' 32" West along the Northerly right-of-way of said road for a distance of 89.76 feet; thence proceed South 78° 56' 07" West along the Northerly right-of-way of said road for a distance of 259.32 feet to a point on the South boundary of the Southeast one-fourth of the Northwest one-fourth of said Section 24; thence proceed South 75° 08' 19" West along the Northerly right-of-way of said road for a distance of 127.61 feet; thence proceed North 85° 45' 06" West along the Northerly right-of-way of said road for a distance of 54.44 feet; thence proceed North 74° 26' 44" West along the Northerly right-of-way of said road for a distance of 31.24 feet; thence proceed North 58° 56' 45" West along the Northerly right-of-way of said road for a distance of 32.83 feet; thence proceed North 51° 13' 35" West along the Easterly right-of-way of Girl Scout Road for a distance of 104.21 feet; thence proceed North 37° 54' 02" West along the Easterly right-of-way of Girl Scout Road for a distance of 86.57 feet; thence proceed North 31° 57' 06" West along the Easterly right-of-way of Girl Scout Road for a distance of 129.12 feet; thence proceed North 23° 16' 17" West along the Easterly right-of-way of Girl Scout Road for a distance of 47.19 feet; thence proceed North 14° 47' 20" West along the Easterly right-of-way of Girl Scout Road for a distance of 54.46 feet to the point of beginning. From this beginning point proceed North 10° 46' 01" West along the Easterly right-of-way of Girl Scout Road for a distance of 121.07 feet; thence proceed North 13° 07' 49" West along the Easterly right-of-way of Girl Scout Road for a distance of 103.96 feet; thence proceed North 15° 00' 35" West along the Easterly right-of-way of Girl Scout Road for a distance of 171.62 feet; thence proceed North 12° 26' 16" West along the Easterly right-of-way of Girl Scout Road for a distance of 73.59 feet; thence proceed North 06° 30' 39" West along the Easterly right-of-way of Girl Scout Road for a distance of 72.88 feet; thence proceed North 01° 45' 57" West along the Easterly right-of-way of Girl Scout Road for a distance of 75.47 feet; thence proceed North 02° 58' 57" East along the Easterly right-of-way of Girl Scout Road for a distance of 152.78 feet; thence proceed North 12° 06' 14" East along the Easterly right-of-way of Girl Scout Road for a distance of 73.66 feet; thence proceed North 17° 35' 28" East along the Easterly right-of-way of Girl Scout Road for a distance of 99.93 feet (set ½" rebar CA-0114-LS); thence proceed North 89° 24' 17" East for a distance of 292.15 feet to a 1 ½" pipe in place, said point being located on the East boundary of said Southwest one-fourth of the Northwest one-fourth; thence proceed South 00° 52' 15" East along the East boundary of said quarter-quarter section for a distance of 636.61 feet to a ½" rebar in place; thence proceed South 47° 04' 39" East for a distance of 75.21 feet to a ½" rebar in place; thence proceed South 50° 37' 15" West for a distance of 379.52 feet to the point of beginning.

The above described land is located in the Southwest one-fourth of the Northwest one-fourth and the Southeast one-fourth of the Northwest one-fourth of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama and contains 6.18 acres.

HARGIS LAKE AND ROADS:

The Mortgaged Property also includes, without limitation, (i) a non-exclusive perpetual easement for access along with free, unfettered and unencumbered use of Hargis Lake which is located adjacent to Parcel M-3, as well as (ii)

an easement for access, ingress and egress over, through, and across all public and private roads which are either adjacent to or located on the Mortgaged Property or such other public or private roads that are otherwise required by Mortgagee for reasonable access, ingress and egress to and from the Mortgaged Property and said public and private roads. This easement shall be for the benefit of the Mortgagee, and its successors and assigns, as owners of the Mortgaged Property. The Mortgagor, as owner of Hargis Lake, reserves the right to use Hargis Lake in common with the owner of the Mortgaged Property.


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