

THIS INSTRUMENT WAS PREPARED BY:

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STATE OF ALABAMA)
)
SHELBY COUNTY)



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RATIFICATION OF EASEMENT AGREEMENT

THIS RATIFICATION OF EASEMENT AGREEMENT (“Ratification”) made between US Bank, National Association (“Mortgagee”), Cynthia Westbrook and Clyde Westbrook (collectively, “Mortgagors”), is made effective this 22nd day of March, 2019.

WHEREAS, Mortgagee extended a loan or loans to Mortgagors secured, in whole or in part, by that certain Future Advance Mortgage dated July 18, 2015 and recorded on August 14, 2015 as Instrument No. 20150814000282910 in the Probate Office of Shelby County, Alabama, in the amount of \$97,383.00 (the “Mortgage”);

WHEREAS, the Mortgage evidences a lien in favor of Mortgagee upon certain real property situated in Shelby County, Alabama, as described in the Mortgage (the “Property”);

WHEREAS, Mortgagors desire to convey a limited easement across the Property, more particularly described on Exhibit “A”, for the benefit of ForeSite, LLC (“ForeSite”), as evidenced by the foregoing Easement Agreement (the “Easement”);

WHEREAS, Mortgagors desire to ensure the conveyance of the Easement is not an event of default under the Mortgage or any other agreements between themselves and Mortgagee; and

WHEREAS, Mortgagee desires to acknowledge the Easement constitutes a nonpossessory property interest in favor of ForeSite running with the Property itself and all rights created thereunder are not subject to and shall not be affected by any act of Mortgagee under the terms of the Mortgage or any other agreement(s) with Mortgagors, including but not limited to the exercise by Mortgagee of default remedies under the Mortgage.

Now therefore, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Mortgagors and Mortgagee agree and covenant as follows:

1. Mortgagors ratify and affirm their obligations to Mortgagee under the terms of the Mortgage and all other agreements between themselves arising from or relating to any loan(s) or

other extensions of credit secured by the Property, including but not limited to all mortgages, promissory notes, loan agreements, and security agreements (collectively, the "Loan Documents").

2. Mortgagee affirms Mortgagors are not presently in default under the terms of the Mortgage or any other Loan Documents.

3. Mortgagee affirms that the granting by Mortgagors of the Easement and execution of documents necessary to affect creation of the Easement does not constitute an event of default under the Mortgage or any other Loan Documents.

4. Mortgagee ratifies the Easement as a nonpossessory property interest in favor of ForeSite and further agrees that no action of Mortgagee under the terms of the Mortgage or any other Loan Documents, including but not limited to the foreclosure of the Mortgage, shall act to sever, terminate, or otherwise alter the rights created by the Easement. Mortgagee expressly recognizes and agrees that in the event of a foreclosure sale, conveyance of the Property, whether to a third-party purchaser or to Mortgagee by credit bid, shall be subject to the Easement and all rights created thereunder.

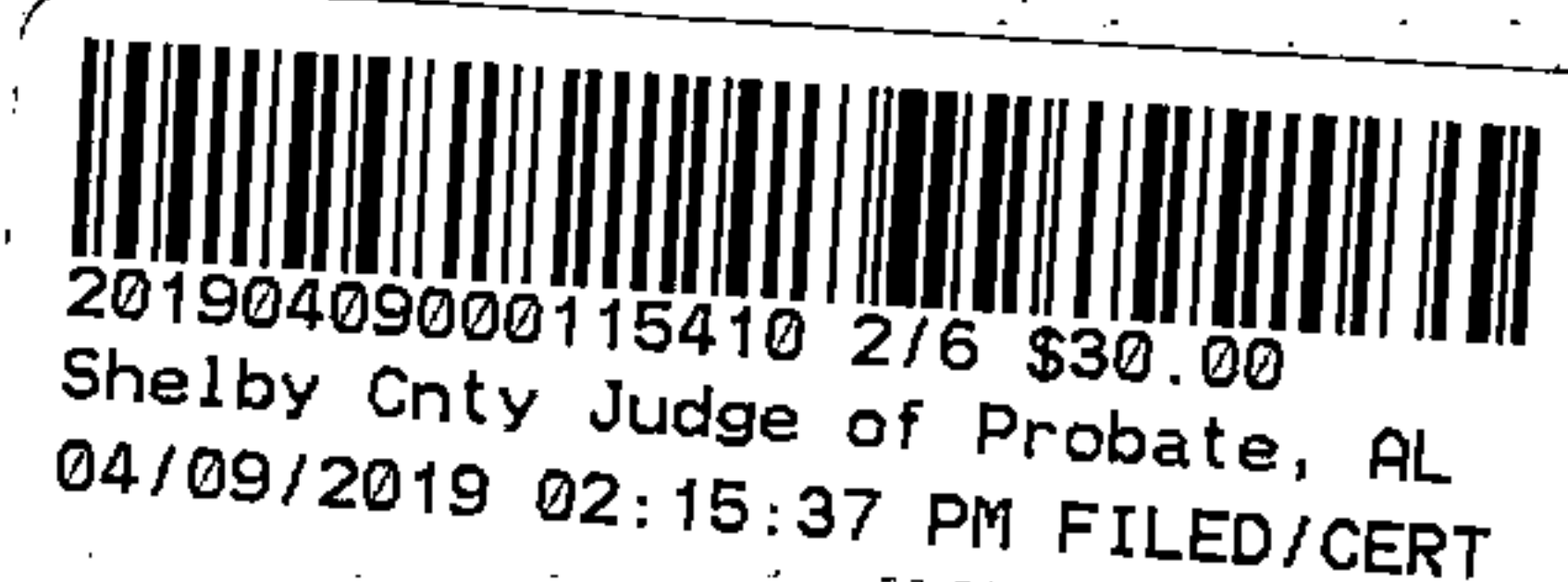
5. The Parties agree and represent: (i) they have had the opportunity to consult with their respective counsel regarding this Ratification; (ii) they understand the terms of this Ratification and the legal consequences thereof; and (iii) they have entered into this Ratification freely and voluntarily, without reliance on representations by any other party other than those contained herein.

6. The Parties agree that, to the extent this Ratification concerns terms, rights, and remedies described in the Mortgage or other Loan Documents, such Ratification constitutes a written, valid, and enforceable modification or amendment to such Loan Documents as to the subject matter expressed herein. To the extent the terms of the Mortgage and any other Loan Documents are not expressly modified or amended hereunder, they remain in full force and effect.

7. This Ratification, integrated with any Loan Documents amended hereby, constitutes the entire understanding between the Parties as to this subject matter. There are no oral or written representations, agreements, arrangements, or undertakings between the Parties as to this subject matter that are not fully expressed in this Ratification. The Parties agree that there will be no additions, revisions or modifications to this Ratification except as set forth in writing and executed by all the Parties.

8. If any term or provision of this Ratification is determined by a court of competent jurisdiction to be invalid, the remaining parts and provisions of this Ratification shall remain valid and in full force and effect.

9. This Ratification may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Ratification.




10. The Parties represent and warrant that their undersigned representative is duly authorized to execute this Ratification on their behalf and to bind them to the terms and provisions set forth herein.

11. This Ratification shall inure to the benefit of and be binding upon the parties hereto and ForeSite and all successors and assigns.

IN WITNESS WHEREOF, the Parties have executed and delivered this Ratification intending to be legally bound hereby as of the Effective Date set forth above.

US Bank, National Association

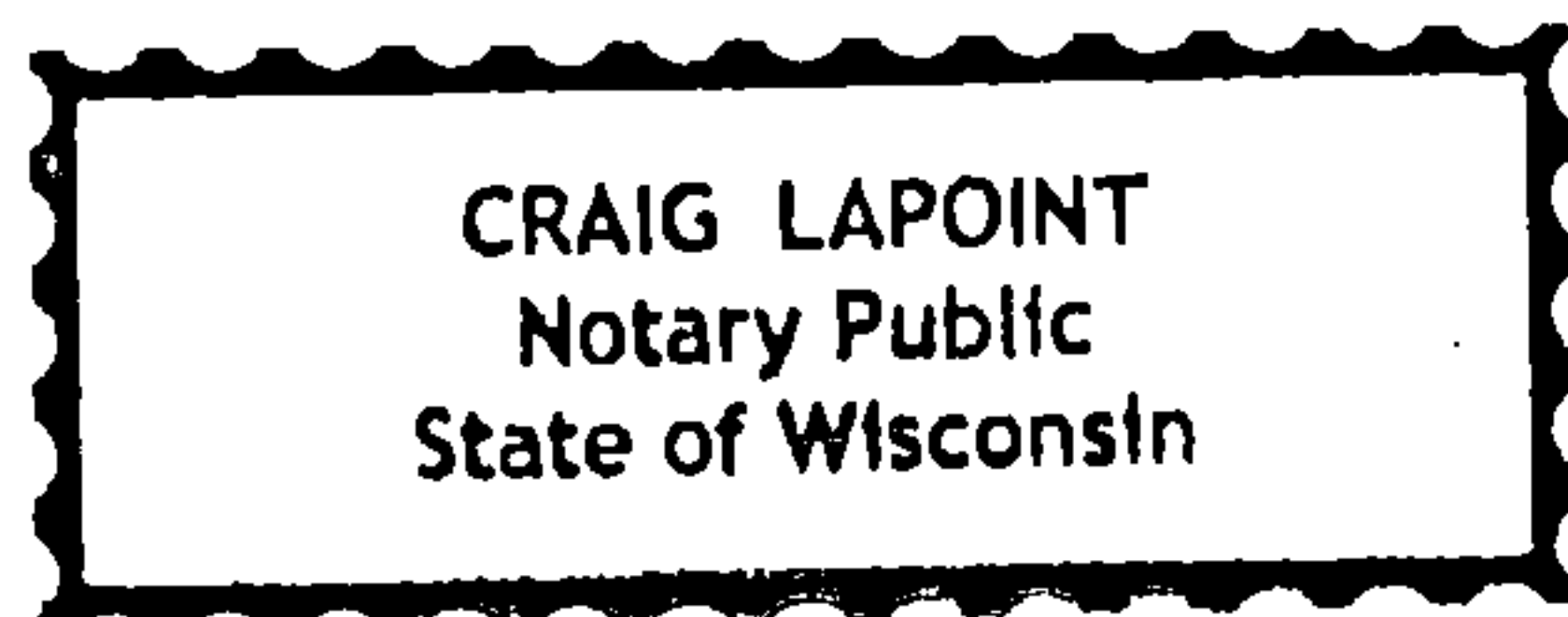

By: Steven Barnes
Its: Vice President

STATE OF ^{Wisconsin} ~~ALABAMA~~)
^{Winnebago})
~~SHELBY~~ COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steven Barnes whose name as the Vice President of US Bank, National Association 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, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand this 19 of March, 2019.

{NOTARIAL SEAL}





Notary Public Craig LaPoint

My Commission Expires: 02-17-2023



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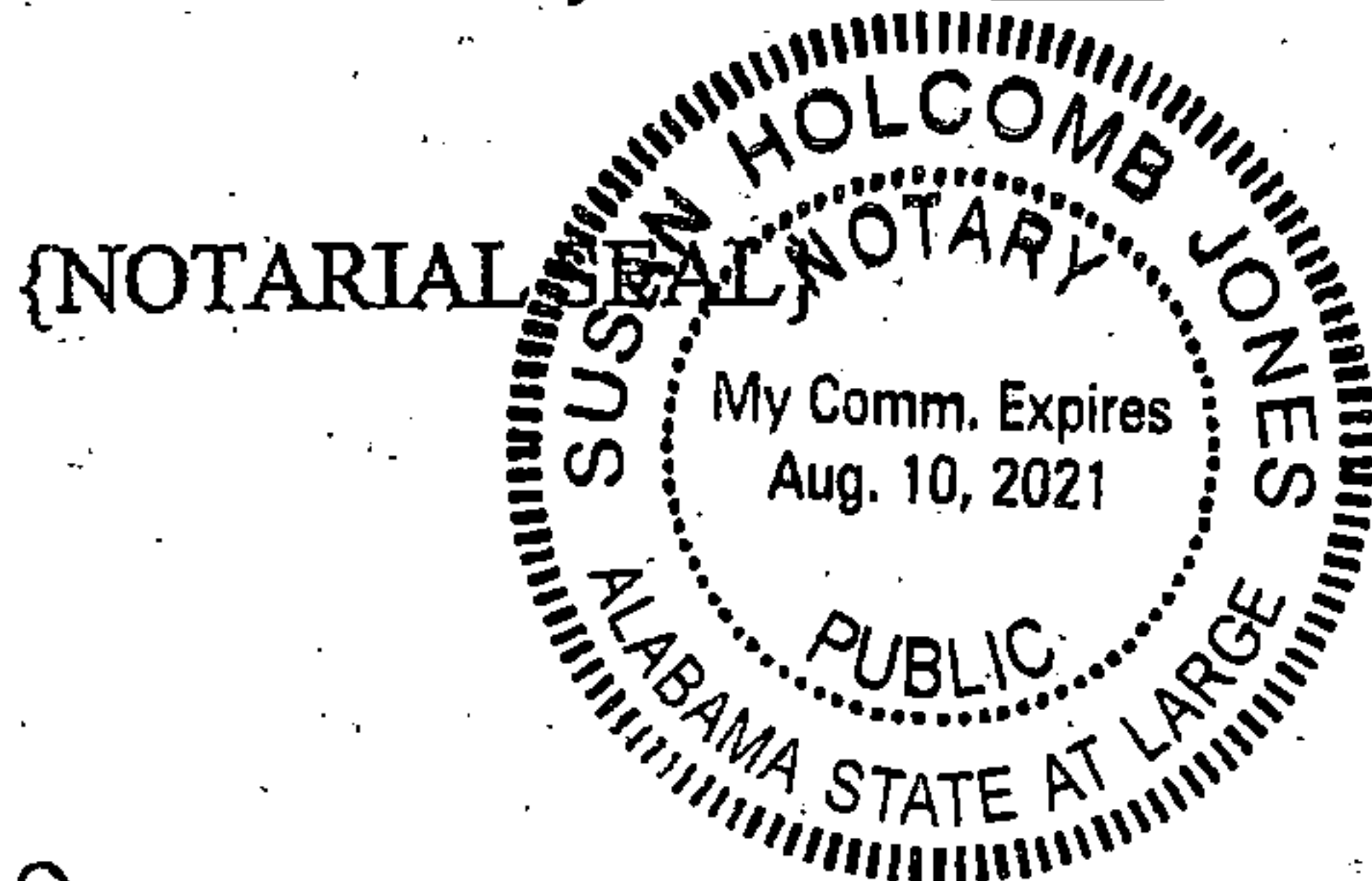

Clyde Westbrook

STATE OF ALABAMA)

SHELBY COUNTY)


I, the undersigned authority, a Notary Public in and for said county in said state, hereby certifies that Clyde Westbrook, whose name 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 said instrument, he executed the same voluntarily.

Given under my hand this 22 of March, 2019.



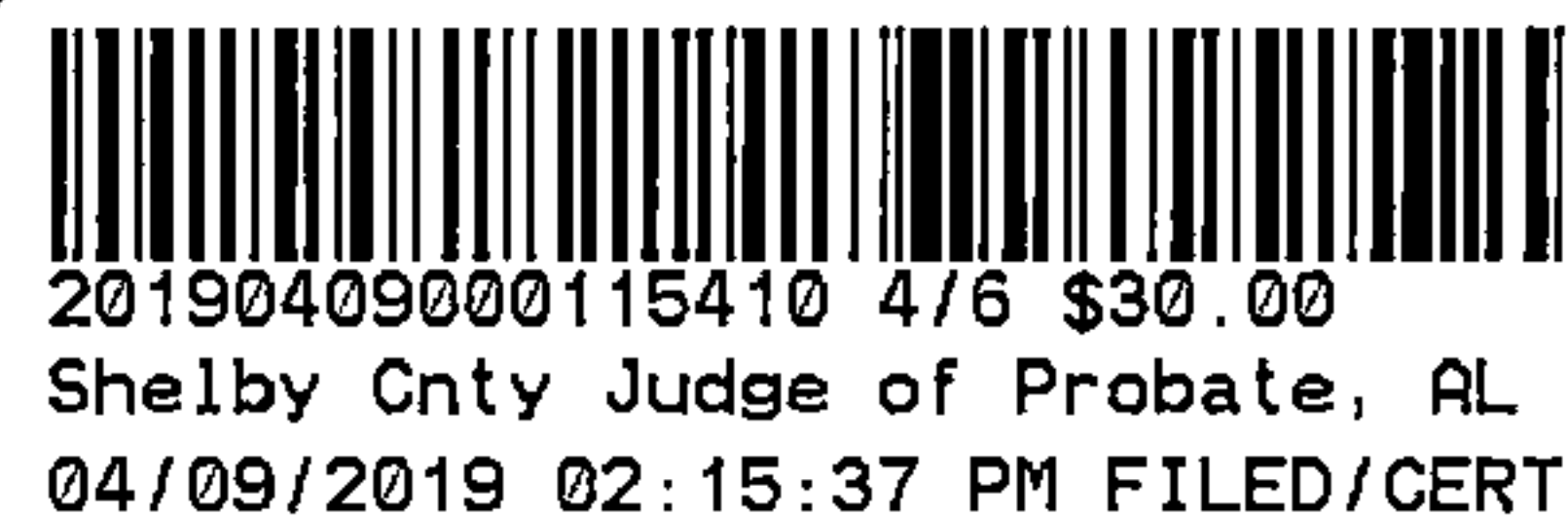

Notary Public

My Commission Expires: 8/10/2021


Cynthia Westbrook

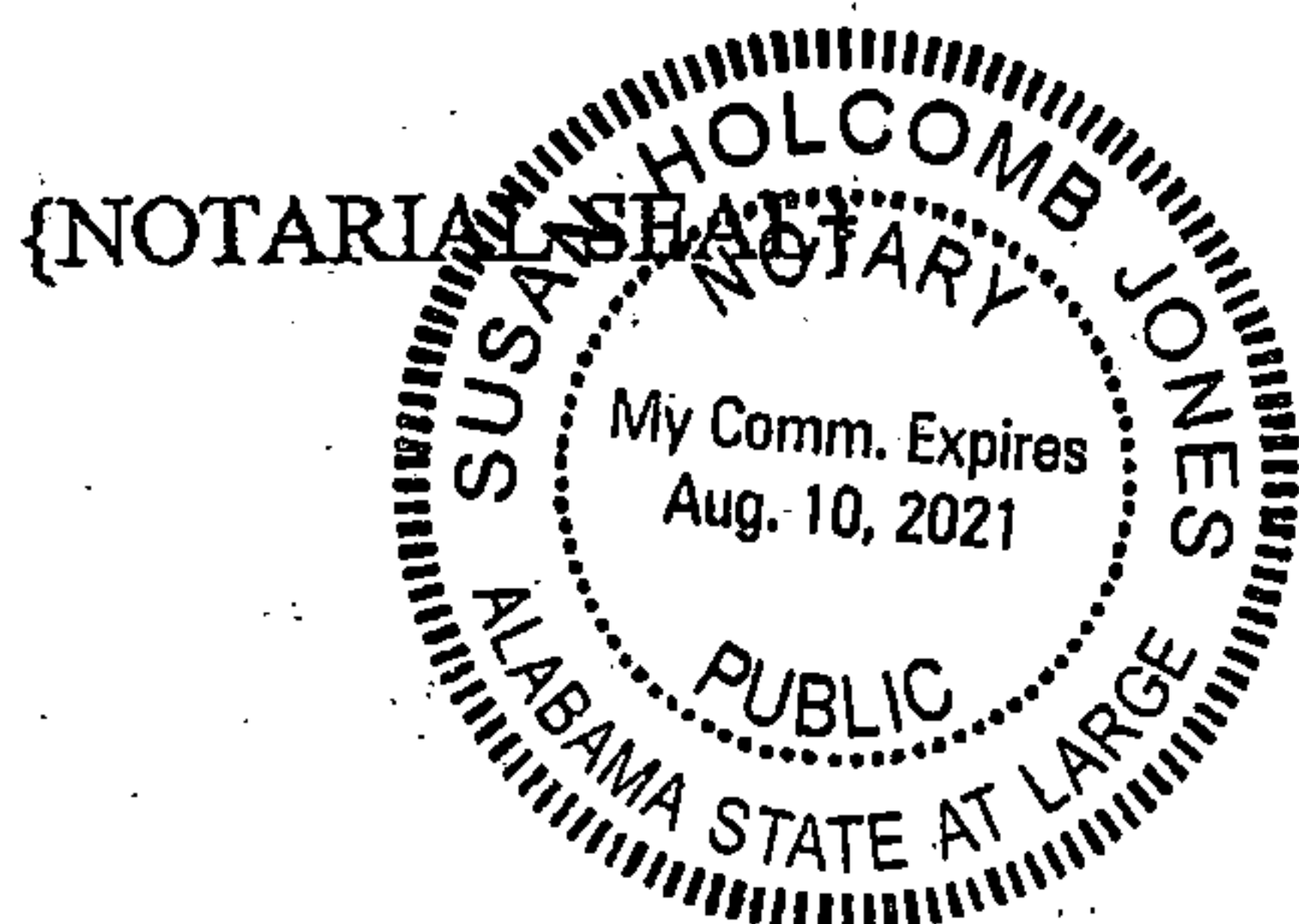
STATE OF ALABAMA)


SHELBY COUNTY)



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certifies that Cynthia Westbrook, whose name 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 said instrument, She executed the same voluntarily.

Given under my hand this 22 of March, 2019.




Notary Public

My Commission Expires: 8/10/2021



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EXHIBIT A

15' UTILITY EASEMENT (AS SURVEYED):

An easement being a portion of a certain tract of land described in Instrument #20080205000046290 as recorded in the Office of the Judge of Probate for Shelby County, Alabama lying in the Southwest ¼ of the Northwest ¼ of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at a 1/2" crimp pipe found in place at the SW corner of Lot 11, Rushing Parc Sector One as recorded in Map Book 19, Page 20, in said probate office; thence North 05 degrees 26' 36" W a distance of 599.37 feet to the Point of Beginning of a Utility Easement being 15 feet wide and lying 7.5 feet on each side of the following described centerline; thence N 00 degrees 00 minutes 00 seconds E a distance of 16.91 feet, more or less, to the Point of Ending. Said easement to join the Southeasterly right-of-way line of South Shades Crest Road contiguously and contains 253.65 square feet, more or less.



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