

MORTGAGE

**STATE OF ALABAMA
COUNTY SHELBY**

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

NXS Tumbling, Inc.

(hereinafter called "Mortgagors", whether one or more are justly indebted to

Highway 70 Properties, LLC

(hereinafter called "Mortgagees", whether one or more),

in the sum of ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00) evidenced by a mortgage note.

This is mortgage on real estate.

And whereas, Mortgagees agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

NXS Tumbling, Inc.

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagees the following described real estate, situated in SHELBY County, State of Alabama, to wit:


SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the

improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents, or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days notice, by publishing once a week for three consecutive weeks, the time, place, and terms of sale, by publication in some newspaper published in said County of Shelby and State of Alabama, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling, and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness, in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.


20190514000163670 2/4 \$1524.00
Shelby Cnty Judge of Probate, AL
05/14/2019 03:58:45 PM FILED/CERT

This is a wrap around mortgage. There is an existing first mortgage from Highway 70 Properties, LLC to Central State Bank, date April 16, 2015, recorded in Inst No. 20150420000126150, in the Probate Office of Shelby County, Alabama. The mortgagee herein Highway 70 Properties, LLC, is responsible for making all payments under the first mortgage to Central State Bank. In the event this first mortgage become delinquent, mortgagors herein have the right to make the first mortgage payment direct to Central State Bank and receive credit for the amount of said payment toward the mortgage payment due under the promissory note of even date herewith, secured by this wrap around mortgage. In the event the first mortgage is called or foreclosure proceedings are initiated by Central State Bank, Mortgagors herein have the right to pay, redeem or take any other action in said first mortgage and shall receive full credit on this mortgage for the amount of payments made and any necessary and/or reasonable expenses incurred.

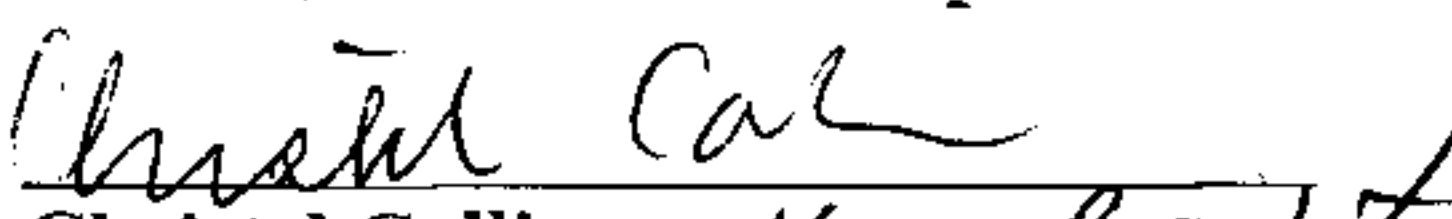
IN WITNESS WHEREOF the undersigned, **Members of NXS Tumbling, Inc.** have hereunto set their signatures and seals, this 8th day of April, 2019.

NXS Tumbling, Inc.


David Comer, President


Christina Comer Vice President

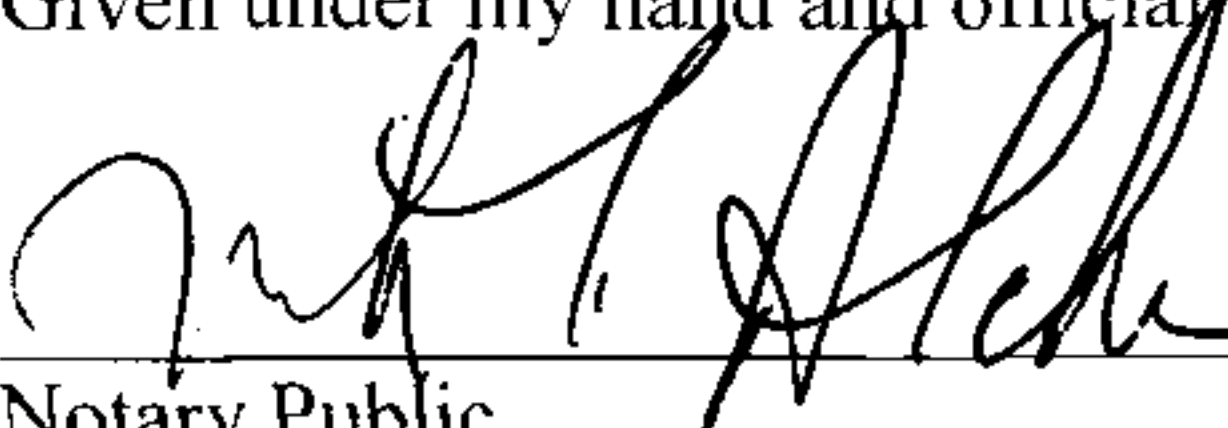

Micah Collins, Secretary


Christel Collins Vice President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Mike T. Atchison, a Notary Public in and for said County, in said State, hereby certify that, **David Comer, as President, Christina Comer as Vice President, Micah Collins, as Secretary and Christel Collins as Vice President of NXS Tumbling, Inc.**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of April, 2019.


Notary Public
My commission expires: 9/22/2020

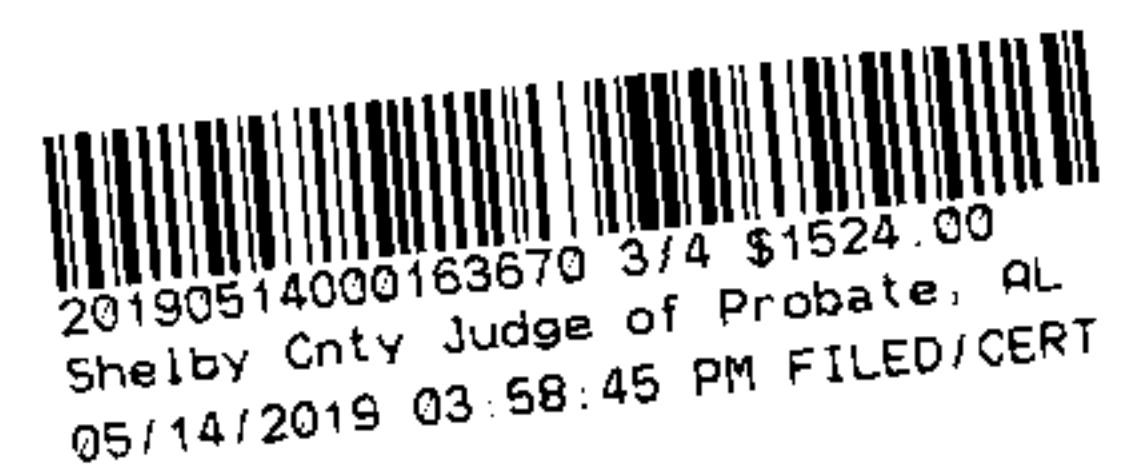
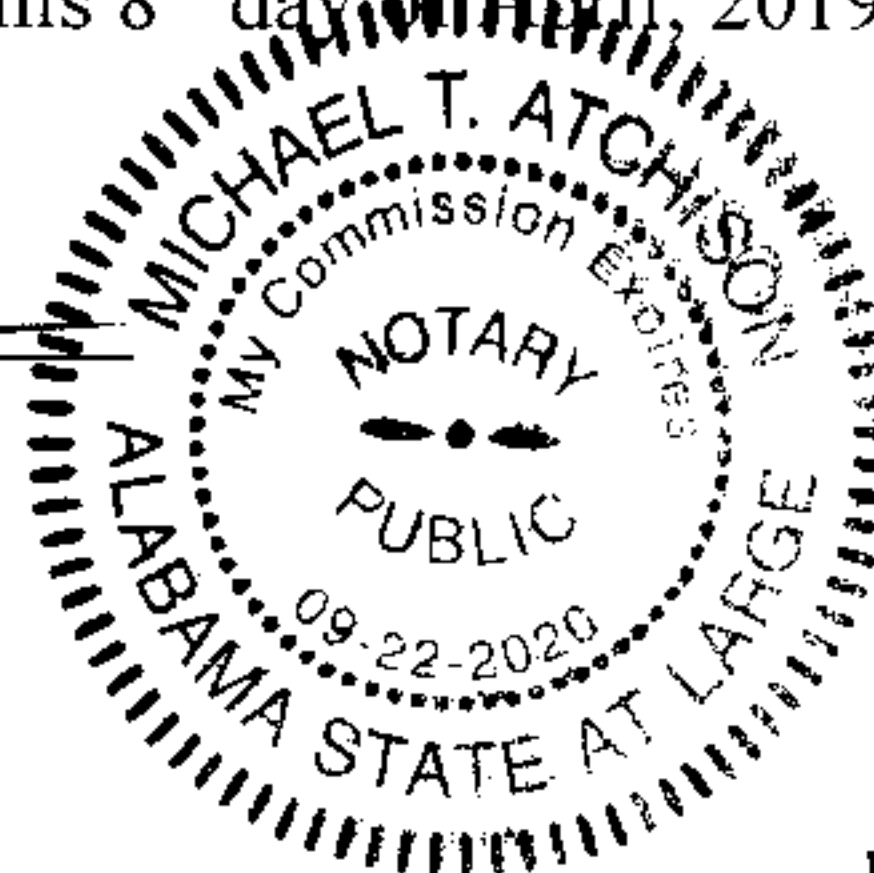


EXHIBIT A
LEGAL DESCRIPTION

Commence at the Northwest corner of Section 36, Township 21 South, Range 2 West, Shelby County, Alabama and run thence South 90 degrees 00 minutes 00 seconds East along said North line of said section a distance of 997.90 feet to a point; thence run South 28 degrees 08 minutes 40 seconds East a distance of 514.30 feet to a set rebar corner and the point of beginning of the property being described; thence continue South 61 degrees 51 minutes 20 seconds West, a distance of 90.00 feet; thence South 28 degrees 10 minutes 05 seconds East, a distance of 332.92 feet; thence North 65 degrees 01 minute 27 seconds East, a distance of 325.36 feet; thence North 28 degrees 08 minutes 40 seconds West, a distance of 350.90 feet; thence South 61 degrees 51 minutes 20 seconds West a distance of 235.00 feet to the POINT OF BEGINNING.

There is a 30.0 foot wide easement along the East side of the subject property, the centerline of which is described as follows:

Commence at the Northwest corner of Section 36, Township 21 South, Range 2 West, Shelby County, Alabama and run thence South 90 degrees 00 minutes 00 seconds East along said North line of said section a distance of 1,306.99 feet to a point in the centerline of a thirty foot wide easement and the point of beginning of the easement being described; thence run South 33 degrees 25 minutes 50 seconds East a distance of 377.08 feet to a point; thence run South 20 degrees 08 minutes 40 seconds East a distance of 209.77 feet to a point; thence run South 24 degrees 22 minutes 02 seconds East a distance of 139.08 feet to the intersection of the centerline of said easement with the northerly right of way line of Shelby County Highway No. 70 and the end of required easement.

According to the survey of Joseph E. Conn, Jr. Alabama Licensed PLS #9049, dated January 10, 2004.

