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AGREEMNT 1/21

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Chesley P. Payne
Massey Stotser & Nichols, P. C. ID: 2019055509
1780 Gadsden Hwy. County: Jefferson
Birmingham, Alabama 35235 Date: 6/14/19 Time: 1:40pm

**CROSS DEFAULT AGREEMENT, CROSS COLLATERILIZATION AGREEMENT, AND
AGREEMENT TO MODIFY MORTGAGE**

Date: May 20, 2019

CROSS INDEX: See Exhibit A.

**CROSS DEFAULT AGREEMENT, CROSS COLLATERILIZATION AGREEMENT, AND
AGREEMENT TO MODIFY MORTGAGE**

THIS CROSS DEFAULT AGREEMENT, CROSS COLLATERILIZATION AGREEMENT, AND AGREEMENT TO MODIFY MORTGAGE (this "Agreement") is made and entered into as of the 20th day of May, 2019, by and among Hueycarr, L.L.C.; Trusscarr, LLC; Trussville Petro, LLC; Greystone Petro, LLC; Carruth and Colleagues, LLC; Paul O. Carruth, Jr.; and Lindsey B. Carruth (hereinafter referred to for convenience as the "Borrower", whether singular or plural), Jeffcarr, LLC; Carruth Petro, LLC; and Triangle Petro, LLC (hereinafter referred to as "Obligors", whether singular or plural) and Bryant Bank (hereinafter referred to as the "Lender")..

Recitals

WHEREAS, contemporaneously with the execution of this Agreement, Lender is making two loans to Borrower in the total principal amount of Eight Million and 00/100 (\$8,000,000.00) (hereinafter referred to as the "Loan"). The Loan is evidenced by: (i) a fixed term Promissory Note in the amount of Three Million and no/100 Dollars (\$3,000,000.00) (together with all amendments, extensions, modifications, renewals, refinancings and consolidations thereof or thereto hereinafter referred to for convenience as the "Term Loan"); (ii) an equity line Promissory Note in the amount of Five Million and no/100 Dollars (\$5,000,000.00) (together with all amendments, extensions, modifications, renewals, refinancings and consolidations thereof or thereto hereinafter referred to for convenience as the "Credit Line") (both notes shall be herein referred to as "Note" whether singular or plural) and both are secured by, among other things, (iii) a Loan Agreement setting forth the terms under which the Loan shall be paid and collateralized between Borrower and Obligor, (iv) those certain mortgages, assignment of rents and leases, UCC-1s, and mortgage assignments listed on the attached Exhibit A to this Agreement ("Collateral Documents"). All of these documents shall collectively be known as the "Loan Documents".

WHEREAS, the Obligors are the owners of the real and personal property (hereinafter referred to as the "Collateral" or "Property") referenced within the Collateral Documents that were collateralized for previous loans between the Borrower and the Lender, and;

WHEREAS, as of the date hereof, and immediately prior to the consummation of the transactions described herein, the Obligors continue to be the owners of the Property and improvements thereon described in and encumbered by the Collateral Documents.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Statement of Agreement

In consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

1. Cross Collateralization, Cross Default. Borrower and Obligors shall pay the Loan in

accordance with the terms stated within the Loan Documents. Borrower and Obligors are jointly and severally liable for the payment of the Loan. Lender at its option may treat the Term Loan and the Credit Line Loan as separate and independent obligations of Borrower and Obligors, or may treat all or any part of the Loan, as a single, integrated indebtedness of Borrower and Obligors. Borrower and Obligors hereby agree that (a) a Default or an Event of Default under this Agreement is a default or an event of default under all the other Loan Documents and a default under any of such other Loan Documents is a Default or an Event of Default under this Agreement, and (b) the Collateral under this Agreement secures the Loan and all other indebtedness now or hereafter outstanding under all other agreements between the Borrower, the Obligors and Lender and the Collateral pledged under any other agreement with Lender secures the Loan under this Agreement. It is the intention of the Lender, the Borrower and the Obligors that the Borrower and the Obligors' obligations to pay the Loan shall be independent, primary, and absolute, and shall be performed without demand by Lender and shall be unconditional irrespective of the genuineness, validity, regularity or enforceability of any of the Loan Documents, and without regard to any circumstance, other than payment in full of the Loan, which might otherwise constitute a legal or equitable discharge of a borrower, a mortgagor, a surety, or a guarantor. Borrower and Obligors waive, to the fullest extent permitted by law, all rights to require Lender to proceed against any guarantor of any of the Loan or to pursue any other right or remedy Lender may now or hereafter have against any other party or any collateral for any of the Loan.

2. Amendment of Collateral Documents to Grant Additional Security. The Collateral Documents are hereby amended to provide that each separate Collateral Document secures the obligation of Borrower and Obligors to pay the Loan to the Lender. Borrower and Obligors hereby irrevocably mortgage, grant, convey and assign to Lender each separate Property, to secure to Lender payment of the Loan and performance of the covenants and agreements contained in the Loan Documents. The Collateral Documents for Parcels II and III are hereby specifically amended as follows:

- a. Parcel II – All Collateral Documents are hereby amended to reflect a balance of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00). An Amendment of Mortgage shall be recorded contemporaneously with this Agreement.
- b. Parcel III – All Collateral Documents are hereby amended to reflect a balance of One Million Four Hundred Fifty-Six Thousand and 00/100 Dollars (\$1,456,000.00). An Amendment of Mortgage shall be recorded contemporaneously with this Agreement.

3. Events of Default. Each of the following events shall constitute an "Event of Default" under this Agreement:

- a. a default or breach by Borrower or Obligors of any provision of this Agreement; and
- b. any event or condition constituting an "Event of Default" under any of the Loan Documents.

4. Amendment of Instrument to Provide for Cross-Default. The Loan Documents are hereby amended to provide that any Event of Default under this Agreement shall constitute an Event of Default under the Loan Documents.

5. Remedies.

- a. Upon the occurrence of an Event of Default, Lender, in its sole and absolute discretion, may exercise any or some or all of the following remedies, in such order and at such time or times as Lender shall elect:
 - i. declare immediately due and payable the entire Loan or any portion thereof; and
 - ii. exercise any or some or all of Lender's rights and remedies under this Agreement, any of the Loan Documents, or applicable law.
- b. Lender may exercise such remedies in one or more proceedings, whether contemporaneous or consecutive or a combination of both, to be determined by Lender in Lender's sole discretion. Lender may enforce its rights against the Property, or any portions of the Property, in such order and manner as Lender may elect in Lender's sole discretion. The enforcement of the Collateral Documents or any other of the Loan Documents shall not constitute an election of remedies, and shall not limit or preclude the enforcement of any other Loan Documents, through one or more additional proceedings. Lender may bring any action or proceeding, including but not limited to foreclosure proceedings, without regard to the fact that one or more other proceedings may have been commenced elsewhere with respect to other of the Property or any portion thereof. Borrower and Obligors, for themselves and for any and all persons or entities now or in the future holding or claiming any lien on, security interest in, or other interest or right of any nature in or to any of the Property, hereby unconditionally and irrevocably waives any rights Borrower and Obligors may have, now or in the future, whether at law or in equity, to require Lender to enforce or exercise any of Lender's rights or remedies under this Agreement or under any other of the Loan Documents in any particular manner or order or in any particular state or county, or to apply the proceeds of any foreclosure in any particular manner or order.
- c. No judgment obtained by Lender in any proceeding enforcing any of the Loan Documents shall merge any of the Loan into that judgment, and any unpaid portion of the Loan shall remain a continuing obligation of Borrower and Obligors. Notwithstanding any foreclosure of the Collateral Documents, Borrower and Obligors shall remain bound under this Agreement.

6. Application of Proceeds. Proceeds of the enforcement or foreclosure of the Collateral Documents shall be applied to the payment of the Loan (including prepayment premiums) in such order as Lender may determine in Lender's sole discretion.

7. Adjustment of Obligations. If Borrower's or Obligors' incurring of the obligation to pay the Loan above, or the amendment of the Collateral Documents provided for in Section 2 above, becomes subject to avoidance under any Fraudulent Transfer Law, then automatically, the Loan for which Borrower and Obligors will be liable and the amount of the Loan for which the Collateral shall constitute security, shall be limited to the largest amount that would not be subject to avoidance under such Fraudulent Transfer Law. At any time at Lender's sole option, Lender may record among the probate records in the appropriate county a complete or partial termination of this Agreement evidencing Lender's election to treat this Agreement as null and void with respect to one or more or all of the Property (the "Terminated Properties"). Borrower and Obligors, at Lender's request, will join in any

such termination or partial termination, and Borrower and the Obligors hereby irrevocably appoint Lender as Borrower and Obligors' agent, officer, and attorney-in-fact to execute, deliver and record such termination or partial termination in Borrower's and Obligors' name. Following any such termination or partial termination of this Agreement, Lender may enforce the Instrument and other Loan Documents in accordance with their respective terms as if this Agreement had never been executed and delivered as to the Terminated Properties.

8. Borrower's Rights of Subrogation, Etc. Until the Loan has been paid in full and there has expired the maximum possible period thereafter during which any payment to Lender with respect to the Loan could be deemed a preference under the United States Bankruptcy Code, Borrower and Obligors shall have no right of, and hereby waive any claim for, subrogation, contribution, reimbursement or indemnity (whether contractual, statutory, equitable, under common law or otherwise) which Borrower or Obligors has now or may have in the future against each other or any other party for any of the Loan. Borrower and Obligors understand that the exercise by Lender of certain rights and remedies contained in the Loan Documents may affect or eliminate Borrower and Obligors' right of subrogation against a another party and that Borrower and Obligors may therefore incur a partially or totally non-reimbursable liability under this Agreement. Nevertheless, Borrower and Obligors hereby authorize and empower Lender, in Lender's sole and absolute discretion, to exercise any right or remedy, or any combination thereof, which may then be available.

9. Subordination of Obligations to Borrower or Obligors. Any indebtedness or other obligation held by Borrower or Obligors shall be subordinate to the rights of Lender against that party. If Lender so requests at a time when an Event of Default has occurred, Borrower shall enforce and collect any such indebtedness or other obligation as trustee for Lender and shall pay over to Lender any amount collected, on account of the Loan.

10. Lender's Rights. At any time and from time to time and without the consent of, or notice to, Borrower and the Obligors, without impairing or releasing Borrower's liability for the Loan, Lender may:

- a. change the manner, place or terms of payment, or change or extend the time of payment of, or renew, increase, accelerate or alter, any of the Loan, any security for the Loan, or any liability incurred directly or indirectly with respect to the Loan;
- b. take and hold security for the payment of any of the Loan, and sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property pledged or mortgaged to secure any of the Loan;
- c. exercise or refrain from exercising any rights against Borrower, the Obligors, or the Property;
- d. release or substitute any one or more endorsers, guarantors, or other obligors with respect to any of the Loan;
- e. settle or compromise any of the Loan, or subordinate the payment of all or any part of the Loan to the payment of any liability (whether due or not) of any borrower to its creditors other than Lender; and
- f. consent to or waive any breach by Borrower and Obligors of, or any act, omission or default by Borrower and Obligors under this Agreement or any of the Loan Documents.

11. Waivers of Presentment, Marshalling, Certain Suretyship Defenses, etc.

- a. With respect to its obligations under this Agreement and the Loan Documents, Borrower and Obligors waive presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, grace, and diligence in collecting such obligations.
- b. Lender shall have the right to determine in Lender's discretion whether and the order in which any or all of the Property or portions thereof shall be subjected to the remedies provided in the Loan Documents or applicable law. Lender shall have the right to determine in Lender's discretion the order in which any or all portions of the Loan are satisfied from the proceeds realized upon the exercise of such remedies. Borrower, Obligors and any party who now or in the future acquires a lien on or security interest or other interest in any of the Property hereby unconditionally and irrevocably waives any and all right to require the marshalling of assets or to require that any of the Property or portions thereof be sold in the inverse order of alienation or in parcels or as an entirety in connection with the exercise of any such remedies.

12. Notices. All notices to Borrower or Obligors under this Agreement shall be in writing and shall be given in the manner provided in the Collateral Documents for notices to Borrower or Obligors.

13. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Borrower and Obligors irrevocably submit to the jurisdiction of the federal and state courts sitting in Jefferson County, Alabama. Borrower and Obligors hereby submit to the *in personam* jurisdiction of each such court in any matter involving this Agreement. Borrower and Obligors irrevocably waive, to the fullest extent permitted under applicable law, any objections they may now or hereafter have to the venue of any suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Borrower and Obligors acknowledge that it has received material and substantial consideration for the cross-collateralization of the Property and that the foregoing venue provision is integral to the Lender's realization of its rights hereunder. Borrower and Obligors further acknowledge that it is not in disparate bargaining position, that it is a commercial enterprise, with sophisticated financial, legal and economic experience, that the venue selections contained herein are not unreasonable, unjust, inconvenient or overreaching.

14. Captions, Cross References and Exhibits. The captions assigned to provisions of this Agreement are for convenience only and shall be disregarded in construing this Agreement. Any reference in this Agreement to a "Section", a "Subsection" or an "Exhibit" shall, unless otherwise explicitly provided, be construed as referring to a section of this Agreement, to a subsection of the section of this Agreement in which the reference appears or to an Exhibit attached to this Agreement. All Exhibits referred to in this Agreement are hereby incorporated by reference.

15. Number and Gender. Use of the singular in this Agreement includes the plural, use of the plural includes the singular, and use of one gender includes all other genders, as the context may require.

16. Statutes and Regulations. Any reference in this Agreement to a statute or regulation shall include all amendments to and successors to such statute or regulation, whether adopted before or after the date of this Agreement.

17. No Partnership. This Agreement is not intended to, and shall not, create a partnership or joint venture among the parties, and no party to this Agreement shall have the power or authority to bind any other party except as explicitly provided in this Agreement.

18. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, and assigns.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision, and all other provisions shall remain in full force and effect.

20. Waiver; No Remedy Exclusive. Any forbearance by a party to this Agreement in exercising any right or remedy given under this Agreement or existing at law or in equity shall not constitute a waiver of or preclude the exercise of that or any other right or remedy. Unless otherwise explicitly provided, no remedy under this Agreement is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given under this Agreement or existing at law or in equity.

21. Third Party Beneficiaries. Neither any creditor of any party to this Agreement, nor any other person, is intended to be a third party beneficiary of this Agreement.

22. Course of Dealing. No course of dealing among the parties to this Agreement shall operate as a waiver of any rights of any party under this Agreement.

23. Further Assurances and Corrective Instruments. To the extent permitted by law, the parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements to this Agreement and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

24. No Party Deemed Drafter. No party shall be deemed the drafter of this Agreement, and this Agreement shall not be construed against either party as the drafter of the Agreement.

25. **WAIVER OF TRIAL BY JURY. BORROWER, OBLIGORS, AND LENDER EACH (A) COVENANT AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT**

LEGAL COUNSEL.

26. Conditions. This Agreement shall be of no force and effect until each of the following conditions has been met to the reasonable satisfaction of Lender:

- a. Fees and Expenses. Borrower shall pay, or cause to be paid to Lender all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, filing fees, transfer fees, title insurance policy or endorsement premiums or other charges of Title Company and fees and expenses of legal counsel.
- b. Satisfaction of all requirements under the Loan Documents, subject to the approval of Lender and Lender's counsel, in their sole discretion.

27. Relationship with Loan Documents. To the extent that this Agreement is inconsistent with the Loan Documents, this Agreement will control and the Loan Documents will be deemed to be amended hereby. Except as amended hereby, the Loan Documents shall remain unchanged and in full force and effect.

28. No Novation. Except as expressly provided in this Modification, all terms, covenants, conditions and provisions of the Loan Documents shall be and remain in full force and effect. In the event of any conflict between the terms of this Modification and the Loan Documents, this Modification shall control. In no manner shall this Modification impair the Loan Documents, the obligations, liabilities, liens or security interests represented thereby, nor shall such lien or liens or security interests be in any manner waived or impaired or diminished. THIS MODIFICATION SHALL NOT WORK A NOVATION OF THE INDEBTEDNESS SECURED BY THE MORTGAGE. Nothing contained herein shall be deemed to broaden or narrow the scope of the personal liability of the Borrower or any Guarantor.

29. Ratification of Loan Documents. Borrower and the Obligors hereby further ratify and acknowledge the continuing validity and enforceability of the Loan Documents, as modified hereby, and the obligations and liens evidenced thereby.

30. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which will be an original, but any of which, taken together, will constitute one and the same Agreement.

31. Future Advances or Re-Advances. In addition to the Note, this Agreement secures all other indebtedness of the Borrower to the Lender whether or not such indebtedness exists at the time this Agreement is executed by the Borrower, including future advances or re-advances of indebtedness made by Lender, and whether or not such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or un-matured, as guarantor or otherwise, joint or several, and otherwise secured or not. This Agreement secures, in addition to the amounts specified in the Note, future advances or re-advances in an unlimited amount, including any renewal, extension, modification or increase, together with all interest thereon, which Lender may make pursuant to the terms and conditions of the Note or any other note, loan agreement, security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, or any other instrument or agreement of any kind now or hereafter

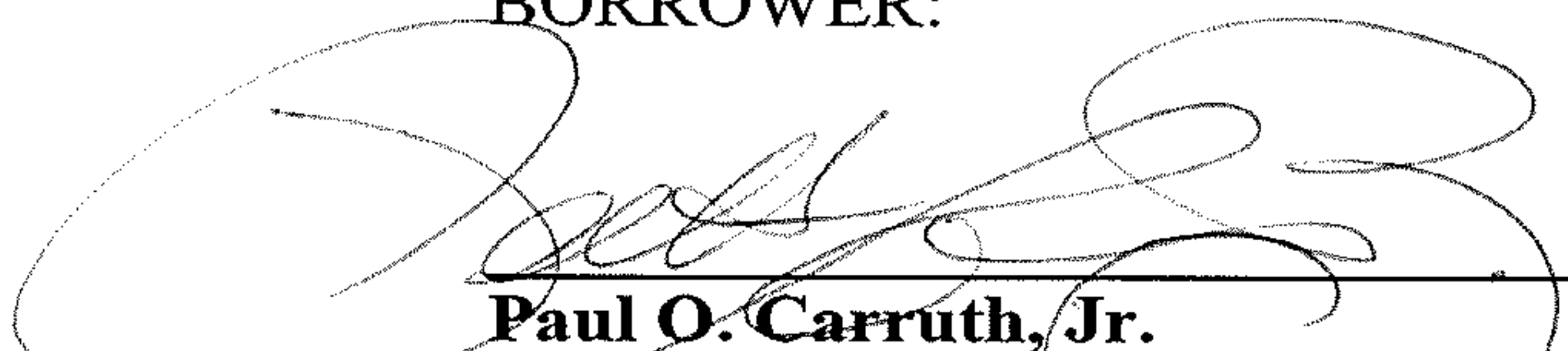
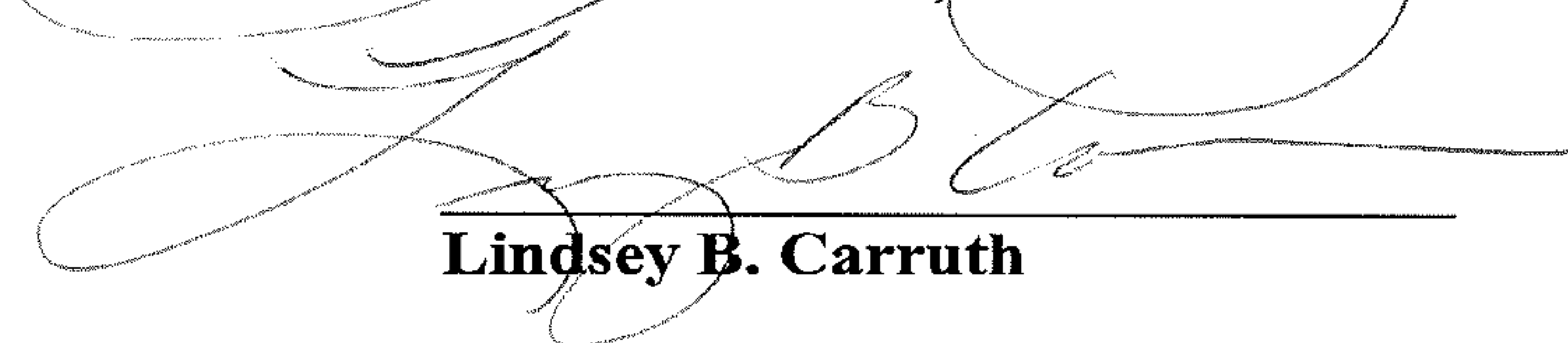
existing as security for or executed in connection with this or any related indebtedness.

32. Effective Date. This Agreement shall be effective as of the date of its execution by the parties hereto and thereupon is incorporated into the terms of the Loan Documents.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement to be effective as of the date first aforesaid.

SIGNATURES ON SUBSEQUENT PAGES

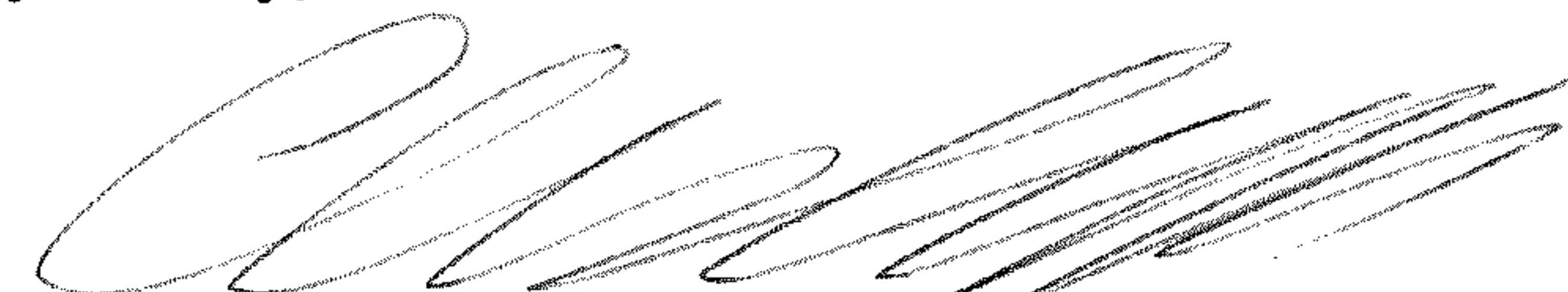
BORROWER:

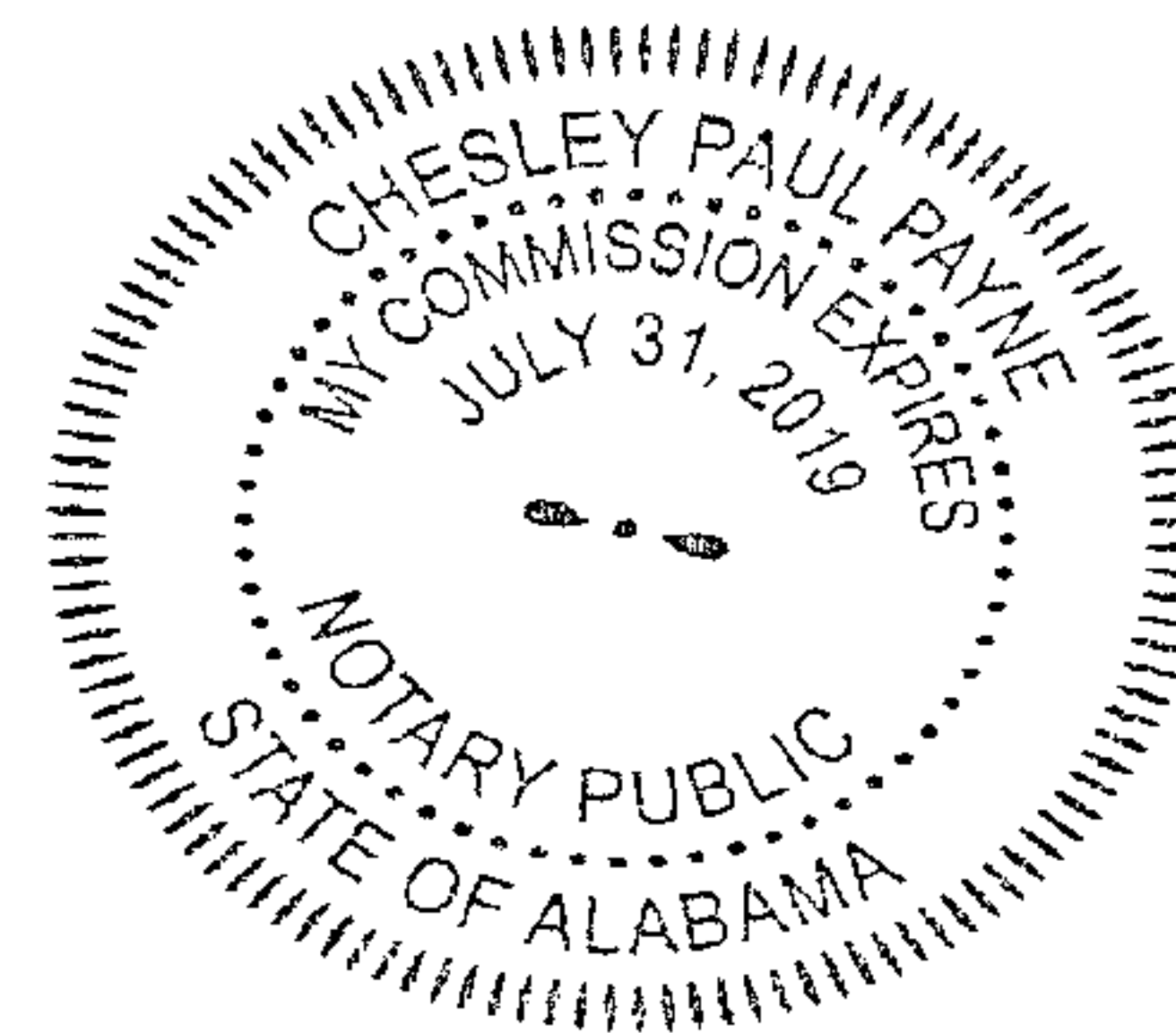

Paul O. Carruth, Jr.

Lindsey B. Carruth

State of Alabama
County of Jefferson

I, the undersigned, a Notary Public, in and for the said County, in said State, hereby certify that Paul O. Carruth, Jr. and Lindsey B. Carruth, 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 and as their act on the day the same bears date.

Given under my hand this 20th day of May, 2019.


Notary Public
My Commission Expires: 7-31-19



Hueycarr, L.L.C.

By: 

Name: PAUL OTT CARRUTH, JR.

Title: MGR MEMBER

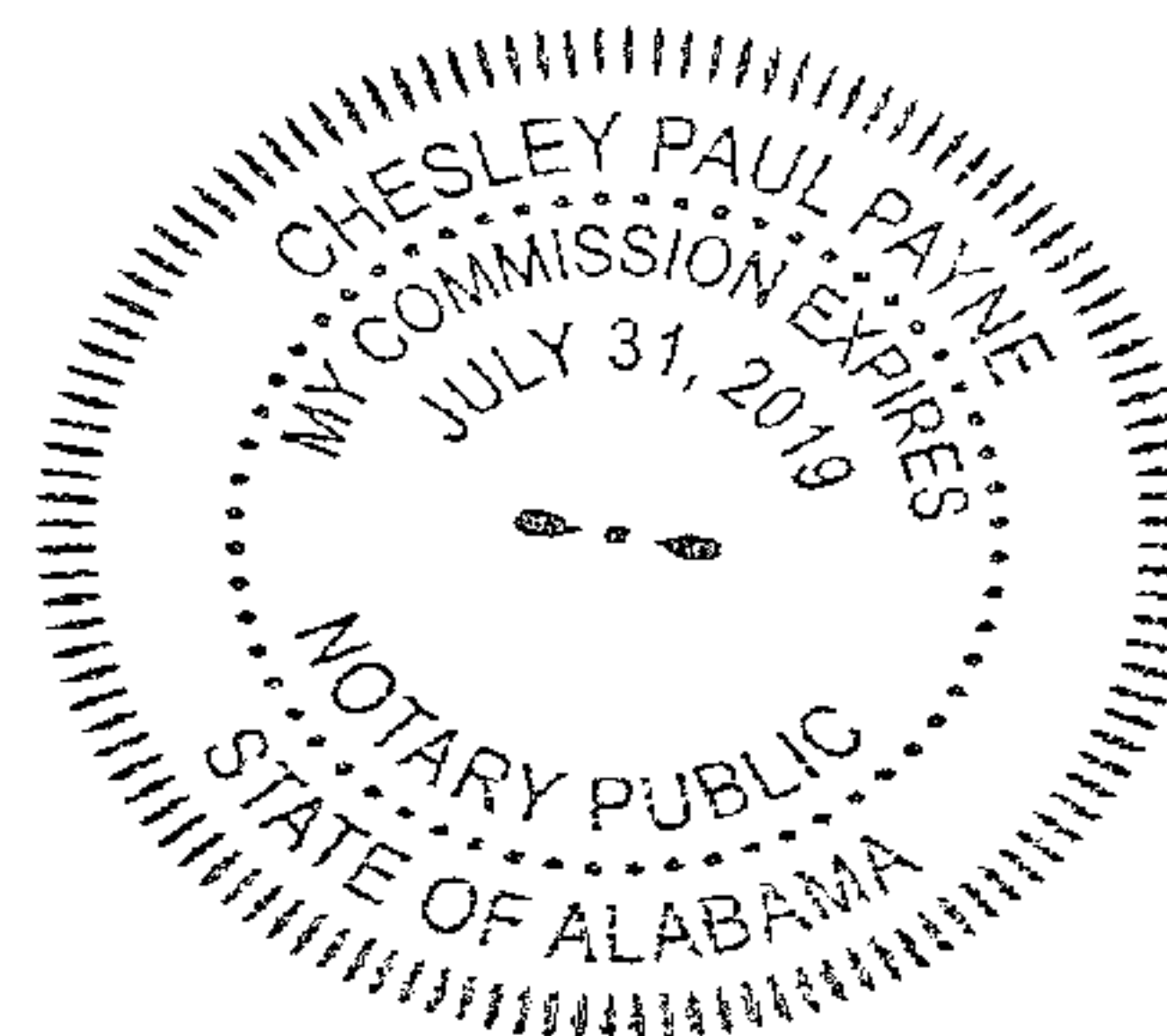
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of Hueycarr, L.L.C., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 20th day of May, 2019.


Notary Public

My Commission Expires: 7-31-19



Trusscarr, LLC

By: 

Name: PAUL OTT CARRUTH, JR.

Title: MGR MEMBER

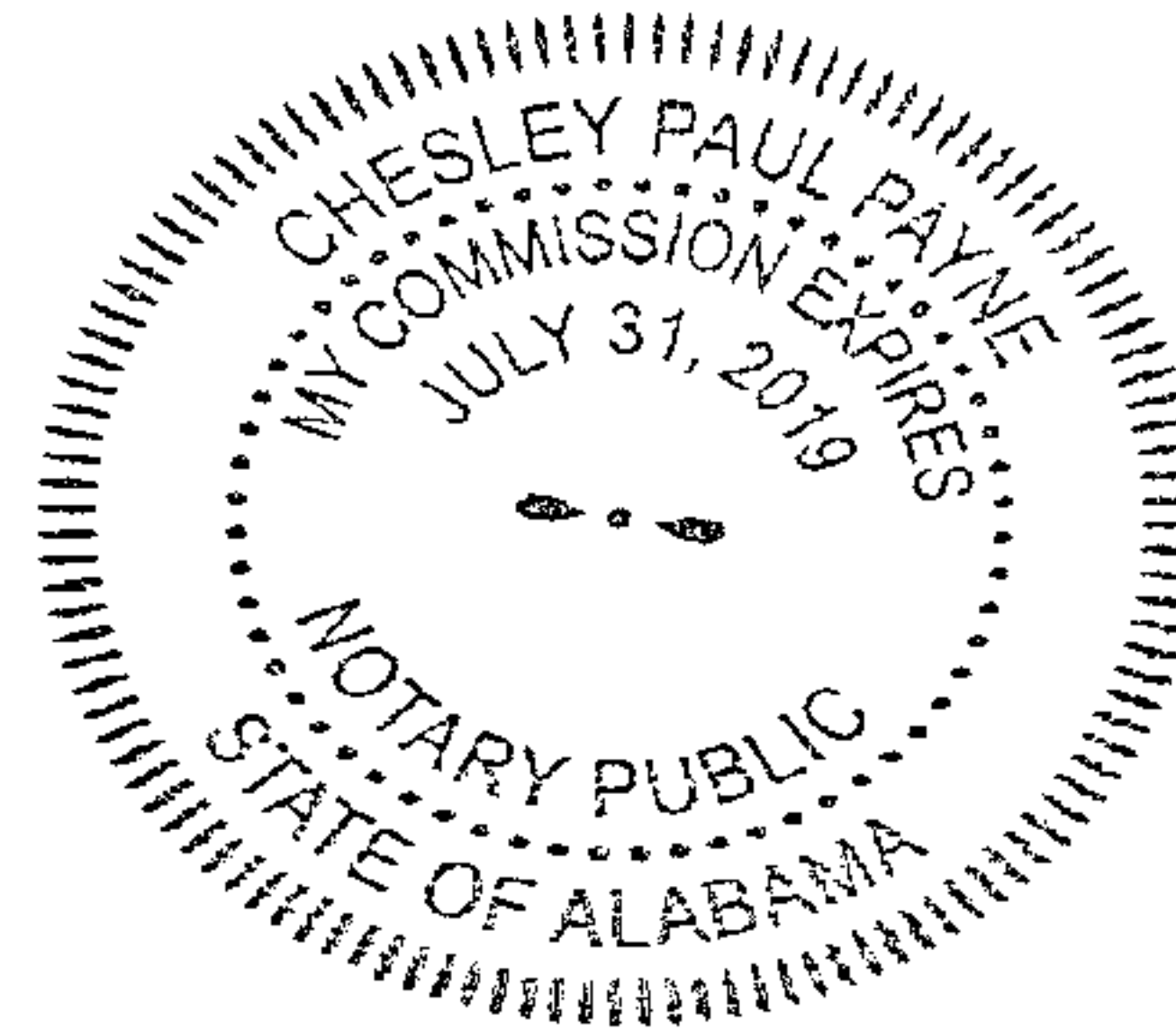
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of Trusscarr, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 20th day of May, 2019.


Notary Public

My Commission Expires: 7-31-19



Trussville Petro, LLC

By: 

Name: PAUL OTT CARRUTH, JR.

Title: MGR. MEMBER

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of Trussville Petro, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 20th day of May, 2019.


Notary Public

My Commission Expires: 7-31-19



Greystone Petro, LLC

By: 

Name: PAUL OTT CARRUTH, JR.

Title: MEMBER

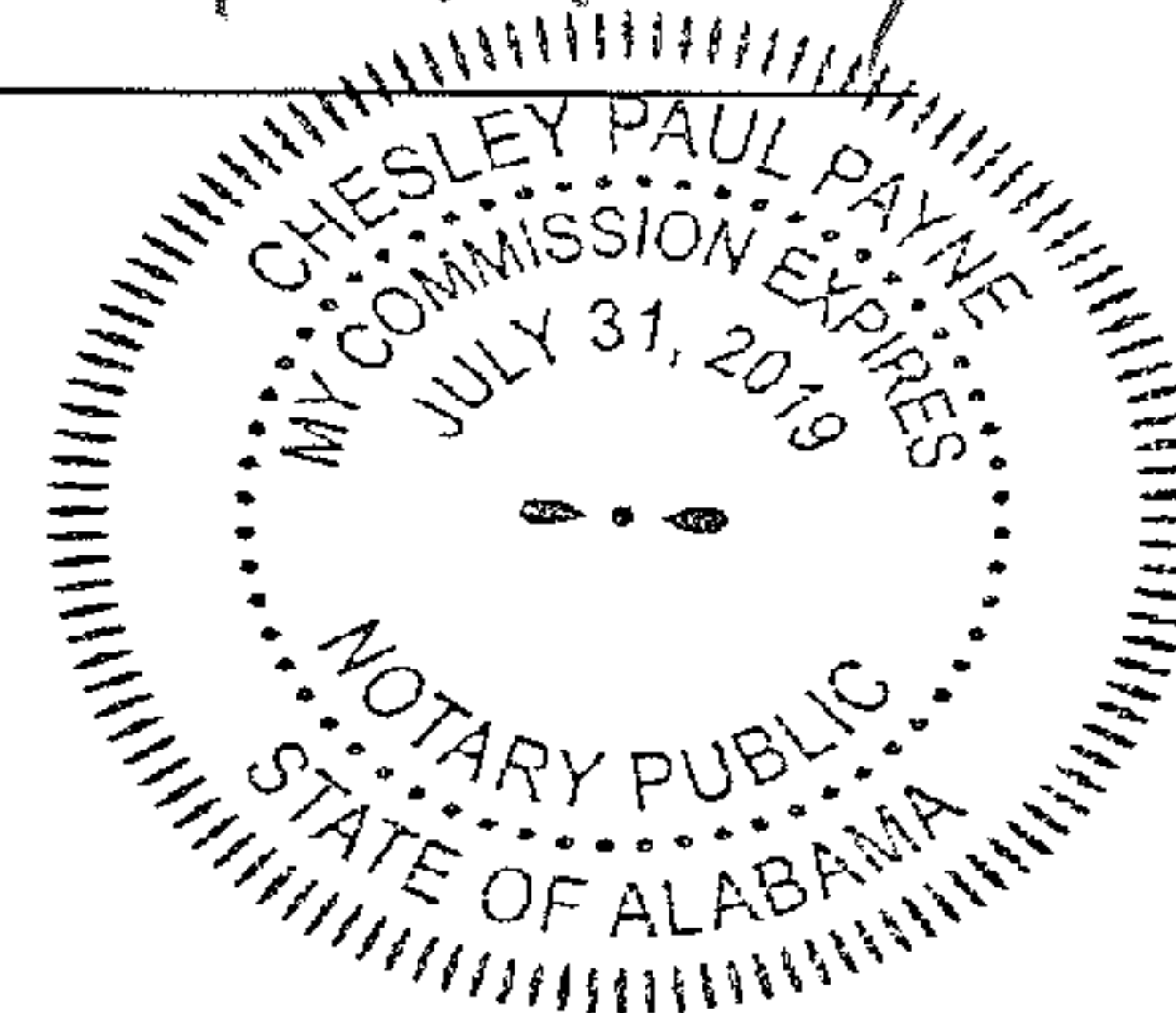
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of Greystone Petro, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 20th day of May, 2019.


Notary Public

My Commission Expires: 7-31-19



Carruth and Colleagues, LLC

By: 

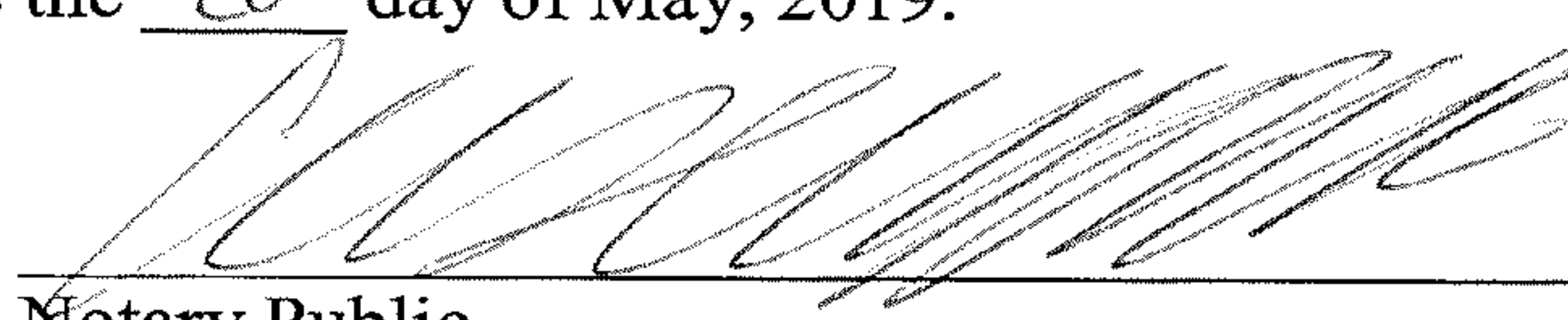
Name: PAUL OTT CARRUTH JR.

Title: MAN MEMBER

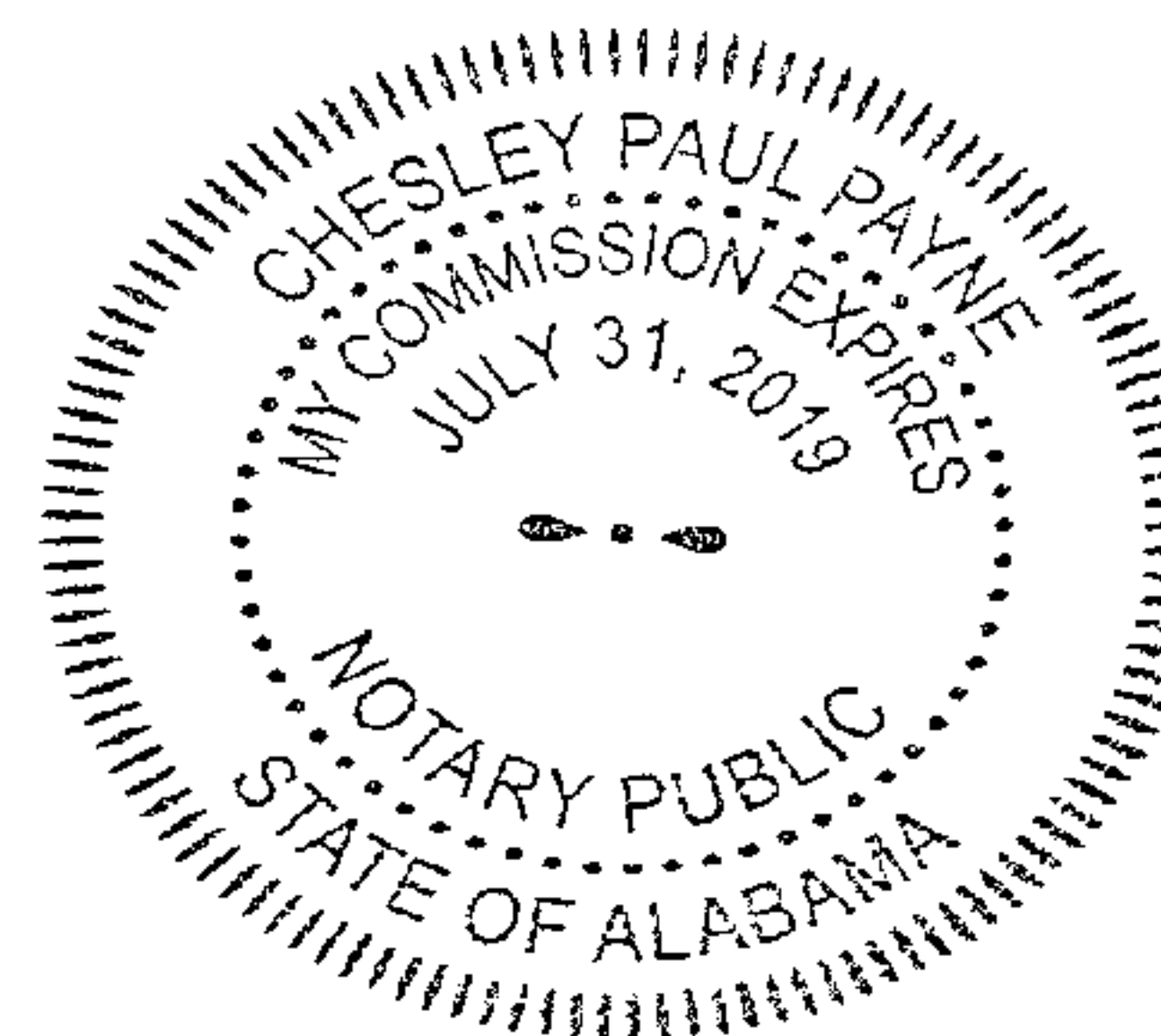
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of Carruth and Colleagues, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 20th day of May, 2019.


Notary Public

My Commission Expires: 7-31-19



OBLIGORS:

Jeffcarr, LLC

By: 

Name: PAUL OTT CARRUTH, JR.

Title: MANAGER

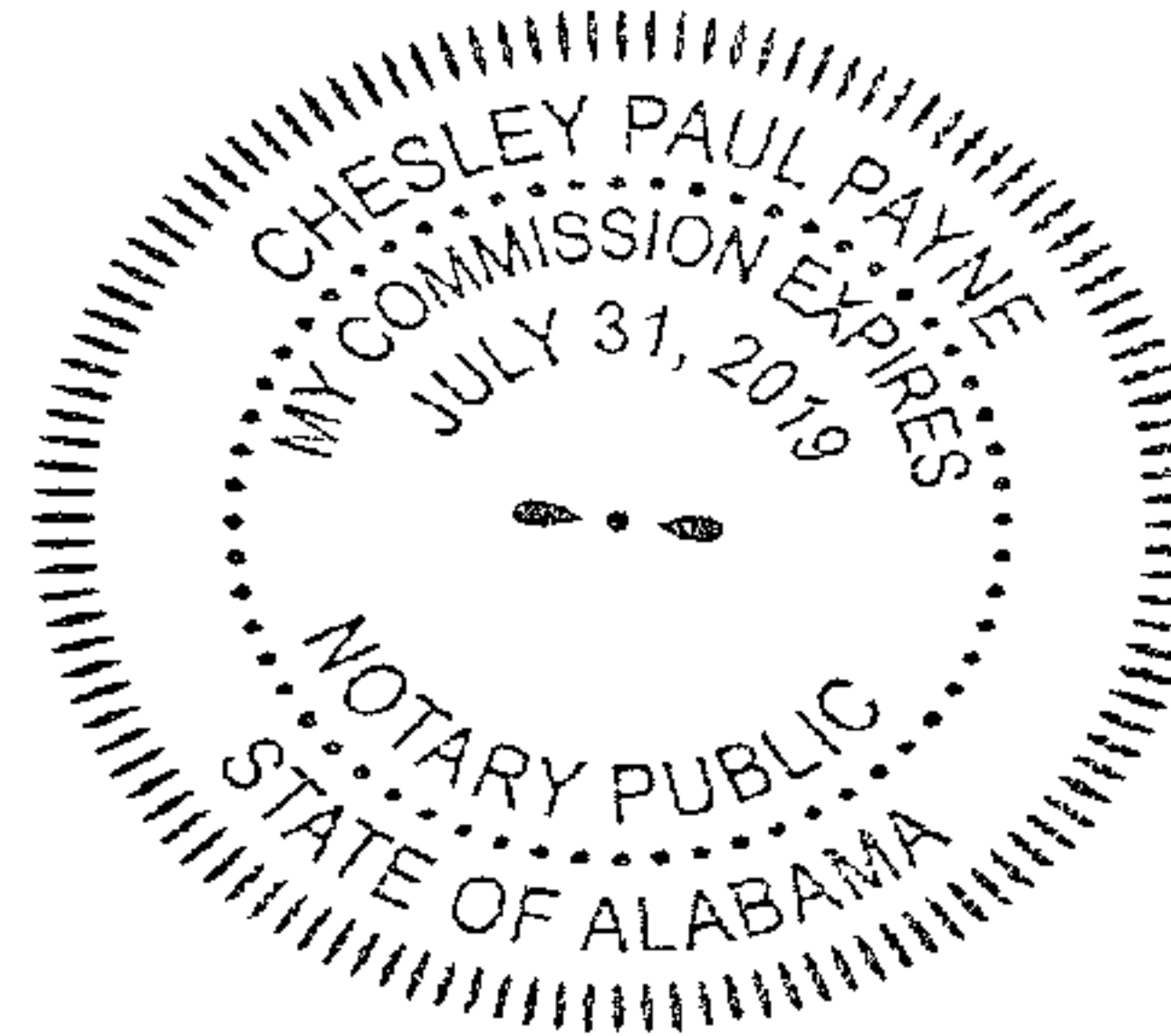
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of Jeffcarr, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 20th day of May, 2019.


Notary Public

My Commission Expires: 7-31-19



Carruth Petro, LLC

By: 

Name: Paul Ott Carruth, Jr.

Title: MAN. MEMBER

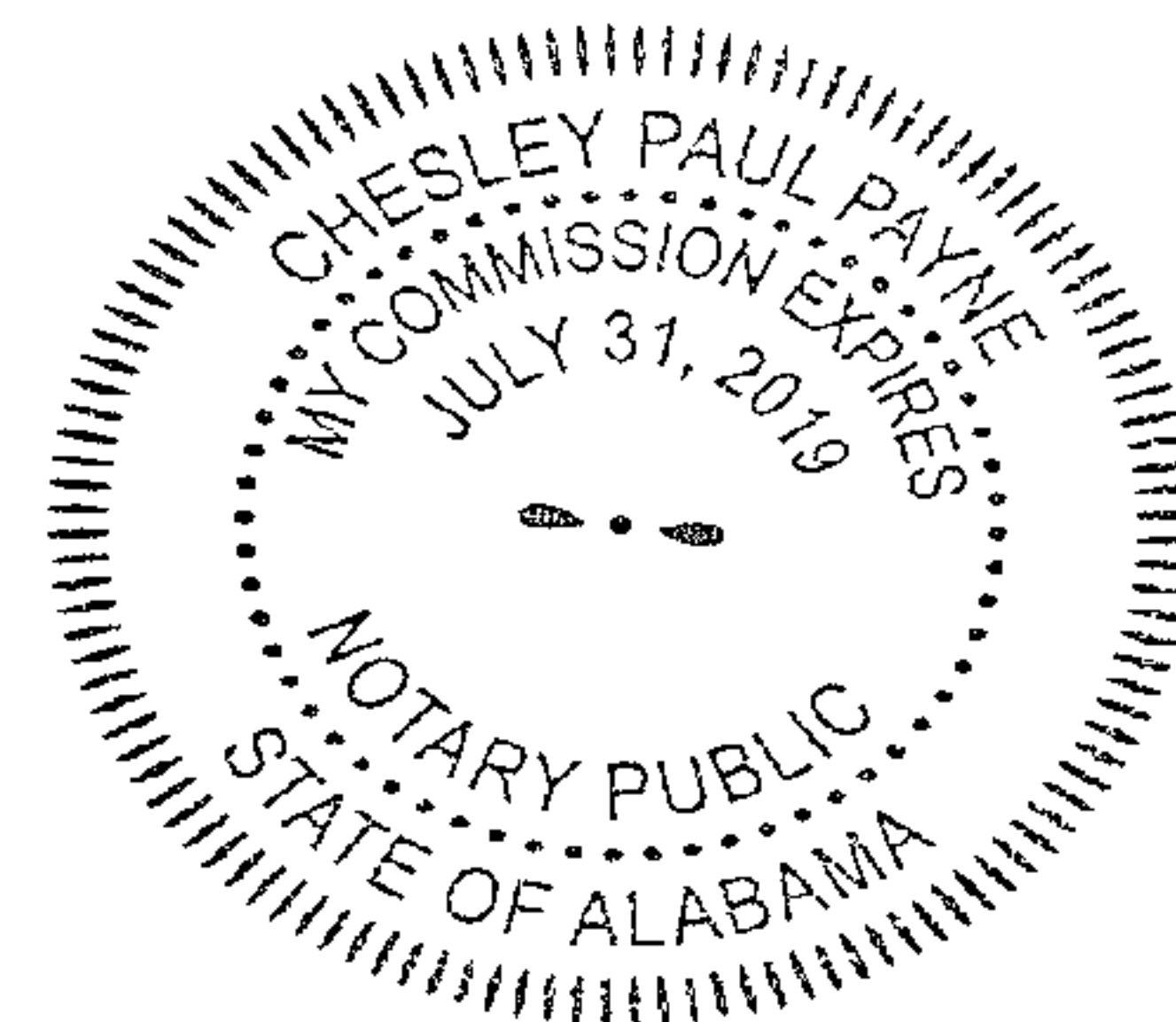
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of Carruth Petro, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 20th day of May, 2019.


Notary Public

My Commission Expires: 7-31-19



Triangle Petro, LLC

By: 

Name: PAUL OTT CARRUTH JR.

Title: MLR MEMBER

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of Triangle Petro, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 20th day of May, 2019.


Notary Public

My Commission Expires: 7-31-19



EXHIBIT A
COLLATERAL DOCUMENTS

Parcel I: Hueycarr, LLC

The Un-numbered lot according to the Hueycarr Survey, as recorded in Map Book 32, page 80, in the Office of the Judge of Probate of Jefferson County, Alabama. Together with and subject to a 10-foot utility easement across the south boundary of Lot 4, according to the Map of J.V. Huey's Estate, as recorded in Map Book 5, page 22. Said easement recorded in Instrument #9860-3294.

1. Future Advance Mortgage from Hueycarr, LLC to Bryant Bank in an unlimited amount dated 2/25/2010 as recorded in LR201060 Pg:20895 and further amended through the Modification of Mortgage as recorded in Instrument # 2019055259.
2. Assignment of Rents and Leases in favor of Bryant Bank as recorded in LR201060 Pg:20904.
3. UCC-1 Financing Statement naming Bryant Bank as secured party as recorded in LR201060 Pg:20912 and continued in LR201514, Pg:28274.

Parcel II: Trussville Petro, L.L.C.

Lot 5, according to the Survey of Trussville Park Subdivision, Phase I, as recorded in Map Book 172, Page 59, in the Office of the Judge of Probate of Jefferson County, Alabama.

1. Future Advance Mortgage from Trussville Petro L.L.C. to Bryant Bank dated 8/7/2015 as recorded in LR201515, Pg.: 9767 and further amended through the Amendment of Mortgage as recorded in Instrument # 2019055256.
2. Assignment of Rents and Leases in favor of Bryant Bank as recorded in LR201515, Pg:9776.
3. UCC-1 Financing Statement naming Bryant Bank as secured party as recorded in LR201515, Pg:25997.

Parcel III: Greystone Petro, L.L.C.

Lot 1, according to the Survey of John Bell's Addition to Hoover, as recorded in Map Book 27, Page 22, in the Office of the Judge of Probate of Shelby County, Alabama.

LESS AND EXCEPT that part conveyed to the State of Alabama in Instrument #2013-33045.

Together with, and subject to, that Permanent Access Easement conveyed in Instrument #20060616000289190.

1. Future Advance Mortgage from Greystone Petro, L.L.C. to Bryant Bank dated 8/7/2015 as recorded in Instrument #20150903000308550 and further amended through the Amendment of Mortgage as recorded in Instrument # 20190606000196940.
2. Assignment of Rents and Leases in favor of Bryant Bank as recorded in Instrument #20150903000308560.
3. UCC-1 Financing Statement naming Bryant Bank as secured party as recorded in Instrument # 20190606000197380.

Parcel IV: Carruth and Colleagues, L.L.C.

Lot 2-A, according to the Survey of Friddle & Carruth's Resurvey, as recorded in Map Book 190, Page 73, in the Office of the Judge of Probate of Jefferson County, Alabama.

1. Mortgage from Carruth and Colleagues L.L.C. to Bryant Bank dated 12/19/2008 as recorded in LR200813 Pg:6333 and further amended through the Modification of Mortgage as recorded in Instrument # 2019055257.
2. Assignment of Rents and Leases in favor of Bryant Bank as recorded in LR200813 Pg:6342.
3. UCC-1 Financing Statement naming Bryant Bank as secured party as recorded in LR200813 Pg:6350 and continued in LR201319 Pg:4900 and Instrument #2018-71690.

Parcel V: Trusscarr, L.L.C.

Lot 1, according to the Survey of Hollar Subdivision, as recorded in Map Book 188, page 61, in the Office of the Judge of Probate of Jefferson County, Alabama.

1. Future Advance Mortgage from Trusscarr, L.L.C. to Bryant Bank, dated 8/7/2015, as recorded in LR201515, Pg:9781 and further amended through the Modification of Mortgage as recorded in Instrument # 2019055258.
2. Assignment of Rents and Leases in favor of Bryant Bank as recorded in LR201515, Pg:9789.
3. UCC-1 Financing Statement naming Bryant Bank as secured party as recorded in LR201515, Pg:25992.

Parcel VI: Jeffcarr, L.L.C.

Begin at the Northwest corner of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama and run in a Southerly direction along the westerly line of said Section 1 for a distance of 354.03 feet to the western most right of way line of Alabama Highway 261 ;thence deflect left 14 7 degrees 15 minutes 00 seconds and run in a northeasterly direction along said right of way for a distance of 38.59 feet to the beginning of a curve to the right, said curve having a radius of 778.81 feet, a central angle of 15 degrees 25 minutes 00 seconds and a chord length of 208.92 feet; thence run along arc of said curve in a northeasterly direction and along said right of way line for a distance of 209.56 feet; thence run in a northeasterly direction along said right of way for a distance of 9.25 feet to the beginning of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 91 degrees 51 minutes 12 seconds and a chord length of 35.92 feet; thence run along arc of said curve in a northeasterly direction along Alabama Highway 261 and in a northwesterly direction along the southwesterly right of way line of a private road for a distance of 40.08 feet; thence run in a northwesterly direction along said private road for a distance of 163.24 feet; thence deflect left 43 degrees 33 minutes 52 seconds and run in a southwesterly direction for a distance of 52.05 feet to the point of beginning.

1. Open Ended-Mortgage from Jeffcarr L.L.C. to Bryant Bank of an unlimited amount dated 12/19/2008 as recorded in Instrument #20081230000479170 and further amended through the Modification of Mortgage as recorded in Instrument # 20190606000197370.
2. Assignment of Rents and Leases in favor of Bryant Bank as recorded in Instrument #20081230000479180.

3. UCC-1 Financing Statement naming Bryant Bank as secured party as recorded in Instrument #20081230000479190 and continued in Instrument #2013-32631.
4. Cross Collateralization Agreements as recorded in Instrument #201005040001376901 and Jefferson County LR201002, Pg:23385; LR201003, Pg:17177 and LR201061, Pg:10031.

Parcel VII: Carruth Petro, L.L.C.

Commence at the Northwest corner of the NW 1/4 of the SW 1/4 of Section 34, Township 18 South, Range 4 West and run South along the West line of said 1/4-1/4 section for 346.86 feet to the Point of Beginning of the parcel herein described; thence continue South along the last described course for 730.42 feet; thence turn left 84 degrees 25 minutes 10 seconds and run southeasterly for 129.64 feet; thence turn left 65 degrees 44 minutes 20 seconds and run northeasterly for 718.27 feet; thence turn left 105 degrees 59 minutes 04 seconds and run northwesterly for 501.03 feet to the Point of Beginning.

Less and except that part which lies in the right of way of Jaybird Road, any part lying within the Alabama State Highway Department right of way and within the boundary of Valley Creek Canal.

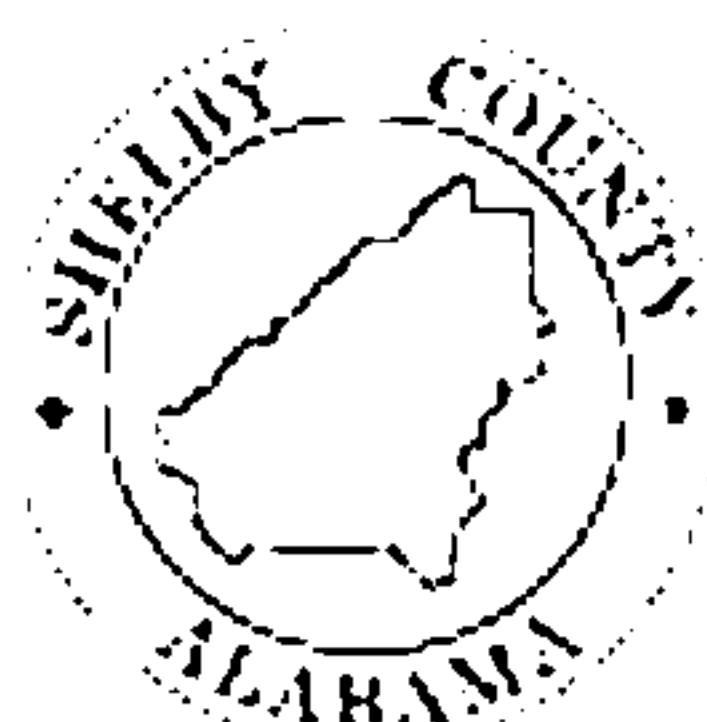
1. Mortgage dated 10/1/2018 from Alishah, LLC to Carruth Petro, L.L.C. in the original principal amount of \$1,600,000.00, and recorded on 10/2/2018 in Instrument 2018103107, and assigned to Bryant Bank on June 5, 2019 in Instrument # 2019055255.

Parcel VIII: Triangle Petro, LLC, Paul Ott Carruth, and Lindsey B. Carruth

Lot 5-A, according to a Resurvey of Lots 6, 7, 8, 9 and 10 and a part of Lots 5, 11, 12, 13, 14, 15 and 16 and a vacated alley, Biscayne, as recorded in Map Book 112, Page 93, in the Office of the Judge of Probate of Jefferson County, Alabama.

Less and except that 15-foot strip condemned by the City of Birmingham in Probate Case #107964.

1. Leasehold mortgage from Triangle Petro, LLC, Paul Ott Carruth and Lindsey B. Carruth to Bryant Bank dated 12/19/2008 as recorded in LR200813, Pg:10059.
2. Assignment of Rents and Leases in favor of Bryant Bank as recorded in LR200813, Pg.: 10075.
3. UCC-1 Financing Statement naming Bryant Bank as secured party as recorded in LR200813, Pg.: 10083 and continued in LR201319, Pg.: 4901.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl