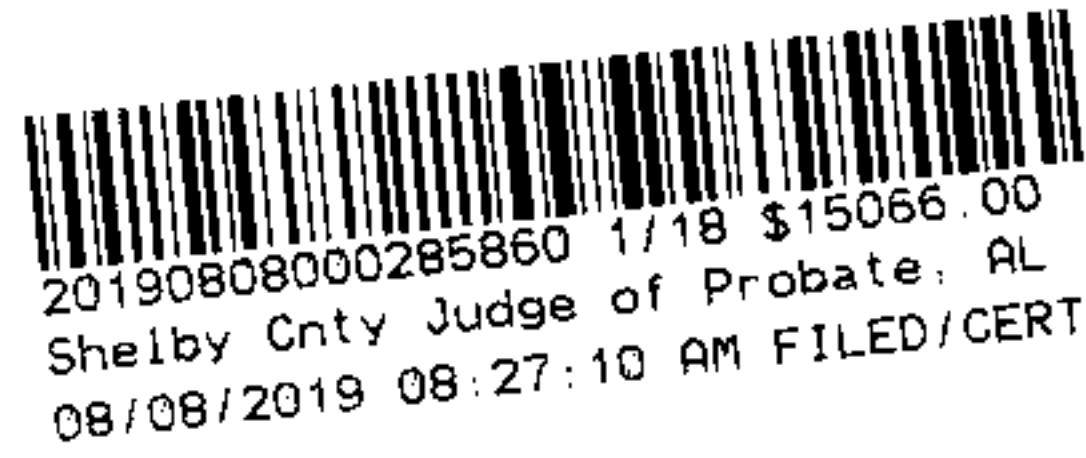


THIS INSTRUMENT WAS PREPARED
BY, AND UPON RECORDING SHOULD
BE RETURNED TO:

Andrea W. Dorgan, Esq.
Burr & Forman LLP
420 North 20th Street, Suite 3400
Birmingham, Alabama 35203



STATE OF ALABAMA)

COUNTY OF Shelby, Talladega, Tallapoosa, Coosa and St. Clair)

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage"), made effective as of the 2nd day of August, 2019, from **CENTRAL ALABAMA COMMERCIAL PROPERTIES, LLC**, a Georgia limited liability company ("Mortgagor"), as mortgagor, whose address is 305-A Equipment Ct, Lawrenceville, Georgia 30046, Attention: Benjamin R. Smith, in favor of **SERVISFIRST BANK**, an Alabama banking corporation, as mortgagee (hereinafter called "**Lender**"), whose address is 1801 West End Avenue, Suite 850, Nashville, Tennessee 37203, Attention: Justin P. Fontenot.

WITNESSETH:

WHEREAS, pursuant to that certain Promissory Note (Acquisition Term Loan) of even date herewith (as the same may hereafter be renewed, extended or modified, being herein called the "**Note**"), Mortgagor and Central Alabama Management, LLC, a Georgia limited liability company are justly indebted to Lender in the maximum principal sum of up to Ten Million and 00/100 Dollars (\$10,000,000.00).

NOW, THEREFORE, the undersigned, in consideration of the indebtedness above mentioned, and to secure the prompt payment of same, including future advances up to such principal sum, with the interest thereon, and any extensions or renewals of same, and further to secure the performance of the covenants, conditions, and agreements as set forth in the Note, that certain Loan and Security Agreement of even date herewith between Borrowers and Lender (as the same may hereafter be amended, the "**Loan Agreement**"; *capitalized terms used herein without definition shall have the meanings given to them in the Loan Agreement*), this Mortgage, that certain Assignment of Rents and Leases of even date herewith from Mortgagor in favor of Lender (the "**Assignment**"), and those certain Continuing Guaranty Agreements of even date herewith from the Guarantor in favor of Lender (individually and together, the "**Guaranty Agreement**") (the Note, this Mortgage, the Assignment, the Loan Agreement, and the Guaranty Agreement, together with any other documents executed by Borrowers and/or Guarantor in favor of Lender in connection with the Loan, being collectively referred to herein as the "**Loan Documents**"), has bargained and sold and does hereby grant, bargain, sell, convey, alien, warrant, assign, mortgage, transfer, pledge and set over to Lender, its successors and assigns forever, with power of sale

THIS MORTGAGE, SERVES AS A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO SECTION 7-9A-502(c), CODE OF ALABAMA, 1975, AS AMENDED.

and right of entry and possession, and grants to Lender a security interest in and to all of Mortgagor's right, title and interest in and to the following described land, real estate, buildings, improvements, fixtures, furniture, and other personal property (which together with any additional such property hereafter acquired by Mortgagor and subject to the lien of this Mortgage, or intended to be so, as the same may be from time to time constituted is hereinafter sometimes referred to as the "**Mortgaged Property**") to-wit:

(a) All the tract(s) or parcel(s) of land more particularly described in Exhibit A attached hereto and made a part hereof;

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Exhibit A, and all fixtures, machinery, equipment, furniture, furnishings, inventory and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; and

(c) All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by Mortgagor for the purpose of being used or useful in connection with the improvements located or to be located on the property described in Exhibit A, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said property or not, and whether in storage or otherwise, wheresoever the same may be located, including, without limitation, all lumber and lumber products, bricks, building stones, and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

(d) To the extent assignable, any and all licenses, development permits and agreements, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, occupancy, operation and leasing of the Mortgaged Property, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing.

All of the foregoing shall be deemed real property and conveyed by this Mortgage.

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 Mortgagor, 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 Mortgagor of, in and to the same, including but not limited to:

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

(b) All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of the 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 Mortgaged Property or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf and in the name of Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply to all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorney's fees, on 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.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto 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 Mortgagor shall pay or cause to be paid to Lender the principal and interest and other indebtedness (including future advances) payable in respect to the Note, this Mortgage, any Financial Contract(s) and the other Loan Documents 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 Mortgagor, and shall keep, perform, and observe all and singular the covenants and promises in the Note, this Mortgage, any Financial Contract(s) and the other Loan Documents expressed to be kept, performed, and observed by and on the part of Mortgagor (collectively, the "Loan Obligations"), all without fraud or delay, then this Mortgage, and all the properties, interests, and rights hereby granted, bargained, and sold shall cease, terminate, and be void, but shall otherwise remain in full force and effect.

AND Mortgagor covenants and agrees with Lender and represents and warrants unto Lender as follows:

ARTICLE 1

1.1 **Performance of Note and this Security Instrument.** This Mortgage shall secure payment of the Note and the payment and performance of all of Mortgagor's obligations under the Loan Documents. Mortgagor will perform, observe and comply with all provisions hereof, of the Note and of each of the other Loan Documents, and duly and punctually will pay to Lender the sum of money expressed in the Note with interest thereon and all other sums required to be paid by Mortgagor pursuant to the provisions of this Mortgage or the other Loan Documents, all without any deductions or credit for taxes or other similar charges paid by Mortgagor.

1.2 **Warranty of Title.** Mortgagor is lawfully seized of an indefeasible estate in fee simple in the Mortgaged Property and has good and absolute title to all existing personal property hereby mortgaged, except any personal property owned by any lessees of the Mortgaged Property, and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid. Except for those matters set forth on Exhibit B attached hereto (the "Permitted Encumbrances"), the Mortgaged Property is free and clear of all liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Mortgagor shall and will warrant and forever defend the title thereto unto Lender, its successors and assigns, against the lawful claims of all persons whomsoever.

1.3 **Monthly Deposits.** Mortgagor shall, upon request of Lender following the occurrence of an Event of Default, deposit with Lender, on the due date of each installment under the Note, an amount equal to one-twelfth (1/12) of the yearly taxes and assessments and insurance premiums as estimated by

Lender to be sufficient to pay such charges; said deposits to be held and to be used by Lender to pay current taxes and assessments, insurance premiums and other charges on the Mortgaged Property as the same accrue and are payable. Payment from said sums for said purposes shall be made by Lender at its discretion and may be made even though such payments will benefit subsequent owners of the Mortgaged Property. Said deposits shall not be, nor be deemed to be, trust funds, but may be, to the extent permitted by applicable law, commingled with the general funds of Lender; Lender agrees to deposit such funds in an interest bearing account acceptable to Lender, and to pay such interest to Mortgagor upon Mortgagor's request (but not more than quarterly). If said deposits are insufficient to pay the taxes and assessments, insurance premiums and other charges in full as the same become payable, Mortgagor will deposit with Lender such additional sum or sums as may be required in order for Lender to pay such taxes and assessments, insurance premiums and other charges in full. Upon any Event of Default, Lender may, at its option, apply any money in the fund relating from said deposits to the payment of the Loan Obligations in such manner as it may elect.

1.4 Taxes, Liens and Other Charges.

(a) Mortgagor shall pay, on or before the delinquency date thereof, all taxes, levies, license fees, permit fees and all other charges (in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon the Mortgaged Property, or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Lender such evidence of the due and punctual payment of all such taxes, assessments and other fees and charges as may be required by law. Mortgagor shall have the right before they become delinquent to contest or object to the amount or validity of any such tax, assessment, fee or charge by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Mortgagor's covenant to pay any such tax, assessment, fee or charge at the time and in the manner provided herein, unless Mortgagor has given prior written notice to Lender of Mortgagor's intent to so contest or object, and unless (i) Mortgagor shall demonstrate to Lender's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Mortgaged Property, or any part thereof, to satisfy such tax, assessment, fee or charge prior to final determination of such proceedings; and (ii) if required by Lender, Mortgagor shall furnish a good and sufficient bond or surety in an amount sufficient, as determined by Lender in its sole discretion, to fully pay the contested amount, with penalties, interest and other charges if Mortgagor should be unsuccessful in such contest; and (iii) Mortgagor shall diligently pursue such contest.

(b) Other than income taxes of Lender (for which Mortgagor shall have no liability), Mortgagor shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees which may now or hereafter be levied upon, or assessed or charged against, or incurred in connection with, the Note, the Loan Agreement, this Mortgage or any other Loan Documents.

(c) Mortgagor shall pay, on or before the due date thereof, all premiums on policies of insurance covering, affecting or relating to the Mortgaged Property, and all utility charges which are incurred by Mortgagor for the benefit of the Mortgaged Property, or which may become a charge or lien against the Mortgaged Property for gas, electricity, water and sewer services and the like furnished to the Mortgaged Property, and all other public or private assessments or charges of a similar nature affecting the Mortgaged Property or any portion thereof, whether or not the nonpayment of same may result in a lien thereon. Mortgagor shall submit to Lender such evidence of the due and punctual payment of all such premiums, rentals and other sums as Lender may require.

(d) Mortgagor shall not suffer any mechanic's, materialmen's, laborer's, statutory or other lien to be created or remain outstanding against the Mortgaged Property; provided, however, that

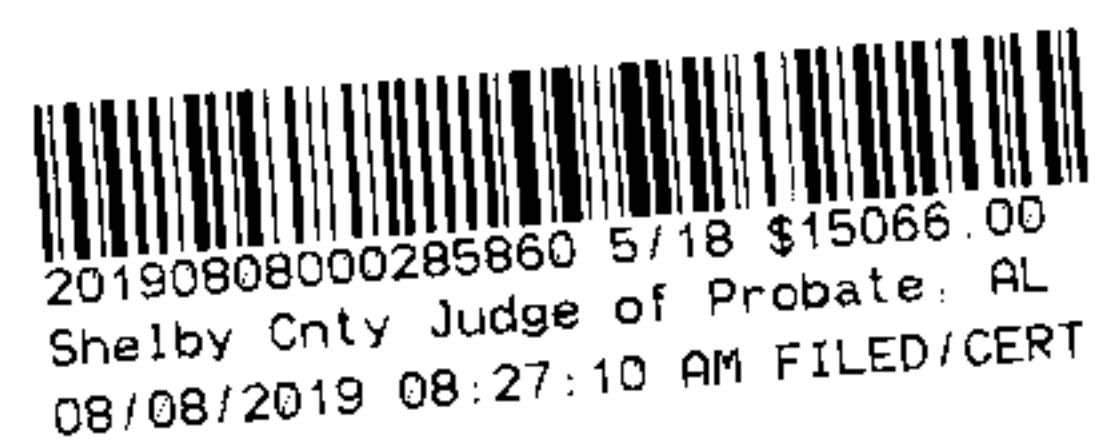
Mortgagor may contest any such lien in good faith by appropriate legal proceedings provided the lien is bonded off and removed as an encumbrance upon the Mortgaged Property subject to Lender's approval. Lender has not consented and will not consent to the performance of any work or the furnishing of any materials which might be deemed to create a lien or liens superior to the lien hereof.

(e) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or security agreements or debts secured thereby or the manner of collecting such taxes so as to adversely affect Lender, Mortgagor will pay any such tax on or before the due date thereof. If Mortgagor fails to make such prompt payment or if, in the opinion of Lender, any such state, federal, municipal, or other governmental law, order, rule or regulation prohibits Mortgagor from making such payment or would penalize Lender if Mortgagor makes such payment or if, in the opinion of Lender, the making of such payment might result in the imposition of interest beyond the maximum amount permitted by applicable law, then the entire balance of the Loan Obligations shall, at the option of Lender, become due and payable within one hundred twenty (120) days.

(f) Mortgagor hereby indemnifies and holds Lender harmless from any sales or use tax that may be imposed on Lender by virtue of Lender's Loan to Mortgagor, upon written notice from Lender to Mortgagor.

1.5 **Insurance.** At all times while Mortgagor is indebted to Lender, Mortgagor shall maintain insurance coverages as set forth in Section 5.6 of the Loan Agreement.

1.6 **Condemnation.** Mortgagor, immediately upon obtaining knowledge of any institution, or any proposed, contemplated or threatened institution of any action or proceeding for the taking through condemnation of the Mortgaged Property or any part thereof. Mortgagor may compromise or settle any claim for compensation so long as no Event of Default exists and any compromise or settlement results in a payment to Lender not less than the entire Loan Obligations. If an Event of Default exists, Lender shall have the sole and exclusive right to compromise or settle any claim for compensation. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Mortgagor to Lender, and Lender is authorized, at its option, to collect and receive all such compensation, awards or damages and to give proper receipts and acquittances therefor without any obligation to question the amount of any such compensation, awards or damages. After deducting from said condemnation proceeds all of its reasonable expenses incurred in the collection and administration of such sums, including reasonable attorney's fees, Lender may release any moneys so received by it for the repair or restoration of the Mortgaged Property taken, or may apply the same in such manner as Lender shall determine to reduce the Loan Obligations in such order as Lender may elect, whether or not then due, and without affecting this Mortgage as security for any remaining Loan Obligations, and any balance of such moneys shall be paid to Mortgagor. If a nonmaterial part of the Mortgaged Property shall be physically damaged through condemnation, Mortgagor will restore promptly, repair or alter the remaining property consistent with the Plans and Specifications, subject to any limitations of any governmental authority having jurisdiction, but with such material changes as may be approved by Lender. Notwithstanding the foregoing, provided that (x) no Event of Default exists, (y) the damage or taking of the Mortgaged Property through condemnation is not material, and (z) the Mortgaged Property, once repaired and restored after such nonmaterial damage or taking through condemnation, is capable of producing income sufficient to service the Loan, as may have been reduced in connection with the condemnation and in accordance with the provisions of the Loan Agreement, as supported by satisfactory evidence submitted by Mortgagor to Lender, Mortgagor shall be able to use the net condemnation proceeds for the repair or restoration of the Mortgaged Property.



1.7 Care of the Mortgaged Property.

(a) Mortgagor 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) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor will give immediate written notice thereof to Lender and Mortgagor will restore promptly and in a manner consistent in all material respects and subject to the time frames, time being of the essence, in the Loan Agreement the Mortgaged Property to the equivalent of its original condition.

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

(d) Mortgagor will comply promptly with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof, including, without limitation, all laws, ordinances, rules and regulations relating to zoning, building codes, set back requirements and environmental matters, and with all present and future restrictive covenants affecting the Mortgaged Property.

(e) Without the prior written consent of Lender, Mortgagor will not grant, bargain, sell or convey all or any portion of or interest in the Mortgaged Property to any third party, except in the ordinary course of business.

1.8 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by Lender, Mortgagor will make, execute and deliver or cause to be made, executed and delivered to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender (i) to perfect and protect the security interest created or purported to be created hereby; (ii) to enable Lender to exercise and enforce its rights and remedies hereunder in respect of the Mortgaged Property; or (iii) to effect otherwise the purposes of this Mortgage, including, without limitation: (A) executing and filing such financing or continuation statements, or amendments thereto, as may be necessary or desirable or that Lender may request in order to perfect and preserve the security interest created by this Mortgage as a first and prior security interest upon and security title in and to all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor; (B) if certificates of title are now or hereafter issued or outstanding with respect to any of the Mortgaged Property, by immediately causing the interest of Lender to be properly noted thereon at Mortgagor's expense; and (C) furnishing to Lender from time to time statements and schedules further identifying and describing the Mortgaged Property and such other reports in connection with the Mortgaged Property as Lender may reasonably request, all in reasonable detail. Upon any failure by Mortgagor so to do, Lender may make, execute, record, file, re-record and/or refile any and all such financing statements, continuation statements, or amendments thereto, certificates, and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Lender the agent and attorney-in-fact of Mortgagor so to do. The lien of this Mortgage will automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Mortgaged Property or any part thereof.

1.9 Indemnity; Expenses. Mortgagor will pay or reimburse Lender for all reasonable attorney's fees, costs and expenses incurred by Lender in any suit, action, legal proceeding or dispute of any kind in which Lender is made a party or appears as party plaintiff or defendant, affecting the Loan Obligations, this Mortgage or the interest created herein, or the Mortgaged Property, or any appeal thereof, including, but not limited to, any foreclosure action, any condemnation action involving the

Mortgaged Property or any action to protect the security hereof, any bankruptcy or other insolvency proceeding commenced by or against Mortgagor, any lessee of the Mortgaged Property (or any part thereof), or any Guarantor of any of the Loan Obligations, and any such amounts paid by Lender shall be added to the Loan Obligations and shall be secured by this Mortgage. Mortgagor will indemnify and hold Lender harmless from and against all claims, damages, and expenses, including reasonable attorney's fees and court costs, resulting from any action by a third party against Lender relating to this Mortgage or the interest created herein, or the Mortgaged Property, including, but not limited to, any action or proceeding claiming loss, damage or injury to person or property, or any action or proceeding claiming a violation of any national, state or local law, rule or regulation, including Applicable Environmental Laws, provided Mortgagor shall not be required to indemnify Lender for matters directly and solely caused by Lender's misconduct or negligence. Mortgagor acknowledges that it has undertaken the obligation to pay all mortgage recording taxes now or hereafter due in connection with the Loan Obligations and the Loan Documents, and Mortgagor agrees to indemnify and hold Lender harmless from any mortgage recording taxes, and any interest or penalties, which Lender may hereafter be required to pay in connection with the Loan Obligations or Loan Documents. The agreements of this Section shall expressly survive satisfaction of this Mortgage and repayment of the Loan Obligations.

1.10 **Performance by Lender of Defaults by Mortgagor.** If Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the premises; 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 covenant, condition or term of this Mortgage, then Lender, at its option, after written notice to Mortgagor and an opportunity to cure, may perform or observe the same, and all payments made for costs or expenses incurred by Lender in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Lender with interest thereon at the Default Rate specified in the Note. Lender shall exercise its reasonable judgment in determining the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium; of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. Lender is hereby empowered to enter and to authorize others to enter upon the premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

1.11 **Estoppel Affidavits.** Lender shall be entitled to submit a written statement to Mortgagor setting forth the unpaid principal balance of the Loan, interest incurred on the Loan and any other Loan Obligations then due and Mortgagor shall, within twenty (20) days after receipt of such statement, confirm in a written statement, duly acknowledged, that based on its records and current knowledge after due diligence, the matters set forth in such Lender's statement are accurate in all material respects, or, in the event of any material inaccuracy, the specific nature and amount of any such inaccuracy. Any such confirmation shall also state whether or not to its knowledge any off-sets or defenses exist against the Loan Obligations, or any portion thereof, and, if such off-sets or defenses exist, stating in detail the specific facts relating to each such off-set or defense.

1.12 **Compliance with Applicable Environmental Law.** Mortgagor agrees to comply with the terms and covenants of the Indemnity Agreement.

1.13 **Future Advances.** This Mortgage shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of Lender, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two times the original principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on

the Mortgaged Property, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Lender, or otherwise, may be made either prior to or after the due date of the Note or any other notes and shall be secured by this Mortgage.

ARTICLE 2

2.1 **Event of Default.** The term Event of Default, wherever used in this Mortgage, shall have the meaning ascribed to such term in the Loan Agreement.


2.2 **Acceleration of Maturity.** If an Event of Default shall have occurred, then the entire principal amount of the indebtedness secured hereby with interest accrued thereon shall, at the option of Lender, become due and payable upon notice (unless Lender shall be prohibited from giving such notice under bankruptcy or other applicable law in which case no notice or demand shall be required) time being of the essence; and any omission on the part of Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.

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

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

(b) Upon every such entering upon or taking of possession, 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 Mortgagor in Mortgagor's name or otherwise, with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Lender, all as Lender from time to time may determine to be to its best advantage; and Lender may collect and receive all the income, revenues, rents, issues and profits of the same including those past due as well as those accruing thereafter, and, after deducting (A) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (B) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases, and acquisitions; (C) the cost of such insurance; (D) such taxes, assessments, and other charges prior to the lien of this Mortgage as Lender may determine to pay; (E) other proper charges upon the Mortgaged Property or any part thereof; and (F) the reasonable compensation, expenses, and disbursements of the attorneys and agents of Lender; shall apply the remainder of the moneys so received by Lender to the payment of accrued interest, to the payment of tax and insurance deposits required by Article I hereof, and to the payment of overdue installments of principal, all in such order and priority as Lender may determine.

(c) Whenever all of the Loan Obligations shall have been paid and all Events of Default cured, Lender shall surrender possession of the Mortgaged Property to Mortgagor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.


20190808000285860 8/18 \$15066.00
Shelby Cnty Judge of Probate, AL
08/08/2019 08:27:10 AM FILED/CERT

2.4 **Receiver.**

(a) If an Event of Default shall have occurred and be continuing, Lender, upon application to a court of competent jurisdiction, shall be entitled (to the extent allowed by law), without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, and revenues thereof.

(b) Mortgagor will pay to Lender upon demand all expenses, including receiver's fees, reasonable attorney's fees and costs, and agent's compensation, incurred pursuant to the provisions contained in this Section 2.4; and all such expenses shall be secured by this Mortgage.

2.5 **Lender's Power of Enforcement.** If an Event of Default shall have occurred and be continuing, 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 (a) to enforce payment of the Note or the performance of any term thereof or any other right, (b) to foreclose this Mortgage pursuant to the power of sale granted herein and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, as provided by applicable law, and (c) to pursue any other remedy available to it, all as Lender shall deem most effectual for such purposes. Lender shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Lender may determine.

2.6 **Lender's Option on Foreclosure.** At the option of Lender, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorney's fee shall, among other costs and expense, be allowed and paid out of the proceeds of the sale. In the event Lender exercises its option to foreclose the mortgage in equity, Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose its rights will not be, nor be asserted to be by Mortgagor, a defense to any proceedings instituted by Lender to collect the sum secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.7 **Purchase by Lender.** Upon any foreclosure sale or sale of all or any portion of the Mortgaged Property under the power herein granted, Lender may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Loan Obligations as a credit to the purchase price.

2.8 **Application of Foreclosure Proceeds.** In the event of a foreclosure or other sale of all or any portion of the Mortgaged Property, the proceeds of such sale shall, to the extent allowed by law, 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 said indebtedness or the foreclosure of this Mortgage;

(b) Second, to the repayment of any money, with interest thereon at a rate equal to the Default Rate (as defined in the Note), 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;

(c) Third, to the payment and satisfaction of the Loan Obligations hereby secured with interest to date of sale; and

(d) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the premises at the time of the sale after deducting any expense of ascertaining who is such owner.

2.9 **Borrower as Tenant Holding Over.** In the event of any such foreclosure sale or sale under the powers herein granted, Mortgagor (if Mortgagor shall remain in possession) shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

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

2.11 **Suits to Protect the Mortgaged Property.** If (a) an Event of Default exists or (b) Mortgagor fails or refuses to institute or maintain the same after notice from Lender, Lender shall have power (i) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (ii) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents, and profits arising therefrom, and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender.

2.12 **Borrower to Pay the Note on Any Default in Payment; Application of Moneys by Lender.** If an Event of Default occurs, then, upon demand of Lender, Mortgagor will pay to Lender the whole amount due and payable under the Note; and in case Mortgagor shall fail to pay the same forthwith upon such demand, Lender shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses, and disbursements of Lender's agents and attorneys.

2.13 **Proofs of Claim.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor, its creditors or its property, Lender, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Lender allowed in such proceedings for the entire amount due and payable by Mortgagor under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by Mortgagor hereunder after such date.

2.14 **Delay or Omission No Waiver.** No delay or omission of Lender or of 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 this Mortgage to Lender may be exercised from time to time and as often as may be deemed expedient by Lender.

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

If Lender (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any

right granted herein or in the Note; (d) releases any part of the Mortgaged Property from the lien of this Mortgage or otherwise changes any of the terms of the Note or this Mortgage; (e) consents to the filing of any map, plat, or replat thereof; (f) consents to the granting of any easement thereon; or (g) makes or consents to any agreement subordinating the lien or charge hereof, any such act or omission shall not release, discharge, modify, change, or affect the original liability under the Note, this Mortgage or otherwise of Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety, or guarantor; nor shall any such act or omission preclude Lender from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by Lender, shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, Lender, at its option, without notice to any person or corporation hereby is authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

2.16 **Discontinuance of Proceedings - Position of Parties, Restored.** In case Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Lender, then and in every such case Mortgagor and Lender shall be restored to their former positions and rights hereunder, and all rights, powers, and remedies of Lender shall continue as if no such proceeding has been taken.

2.17 **Remedies Cumulative.** No right, power, or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive of any 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 now or hereafter existing at law or in equity or by statute.

ARTICLE 3

3.1 **Effective as a Fixture Filing.** THIS MORTGAGE SHALL BE EFFECTIVE AS A FIXTURE FILING AND IS TO BE FILED IN THE REAL ESTATE RECORDS UNDER THE UNIFORM COMMERCIAL CODE ADOPTED UNDER THE LAWS OF THE STATE OF ALABAMA ("UNIFORM COMMERCIAL CODE"). FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE, THE FOLLOWING INFORMATION IS FURNISHED:

- (a) The name and address of the record owner of the real estate described in this instrument is:
- (b) The name and address of the Debtor (Mortgagor) is:
- (c) The name and address of the Secured Party (Lender) is:
- (d) This Mortgage covers goods which are or are to become fixtures.

3.2 **Successors and Assigns Included in Parties.** Whenever 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 Mortgagor or by or on behalf of Lender shall bind and inure to the benefit of its respective heirs, administrators, executors, successors, and assigns, whether so expressed or not.

3.3 **Execution of Documents by Lender.** Without notice to or affecting the liability of Mortgagor or any other person for the payment or performance of the Loan Obligations, without affecting the lien or priority of this Mortgage or Lender's rights and remedies under the Loan Documents, and without liability to Mortgagor or any other person, Lender shall have the right, at any time and from time to time, to do any one or more of the following: (a) reconvey any part of the Mortgaged Property and (b) execute any extension agreement relating to any or all of the Loan Obligations, any document subordinating the lien of this Mortgage to any other lien or document, or any other document relating to the Mortgaged Property, Loan Obligations, or Loan Documents.

3.4 **Headings, etc.** 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 or otherwise affect any of the terms hereof.

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

3.6 **Notices.** Any notice or other communication required or permitted to be given pursuant to this Mortgage shall be given and deemed received in accordance with the provisions for notice set forth in the Loan Agreement.

3.7 **Applicable Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Alabama.

3.8 **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATED TO THIS MORTGAGE OR THE LOAN, OR (II) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND BORROWER WITH RESPECT TO THIS MORTGAGE, THE LOAN DOCUMENTS, OR THE LOAN, OR IN CONNECTION WITH THE TRANSACTIONS RELATED HERETO OR CONTEMPLATED HEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES HEREUNDER, OR THE CONDUCT OF THE RELATIONSHIP OF THE PARTIES HERETO, 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 AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF BORROWER IRREVOCABLY TO WAIVE ITS RIGHTS TO TRIAL BY JURY, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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.

3.9 **Time of the Essence.** Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage, the Note and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Loan Obligations.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly sealed and executed effective as of the day and year first above written.

MORTGAGOR:

**CENTRAL ALABAMA COMMERCIAL PROPERTIES,
LLC, a Georgia limited liability company**

By: 

Print: MARVIN K. HEWITT

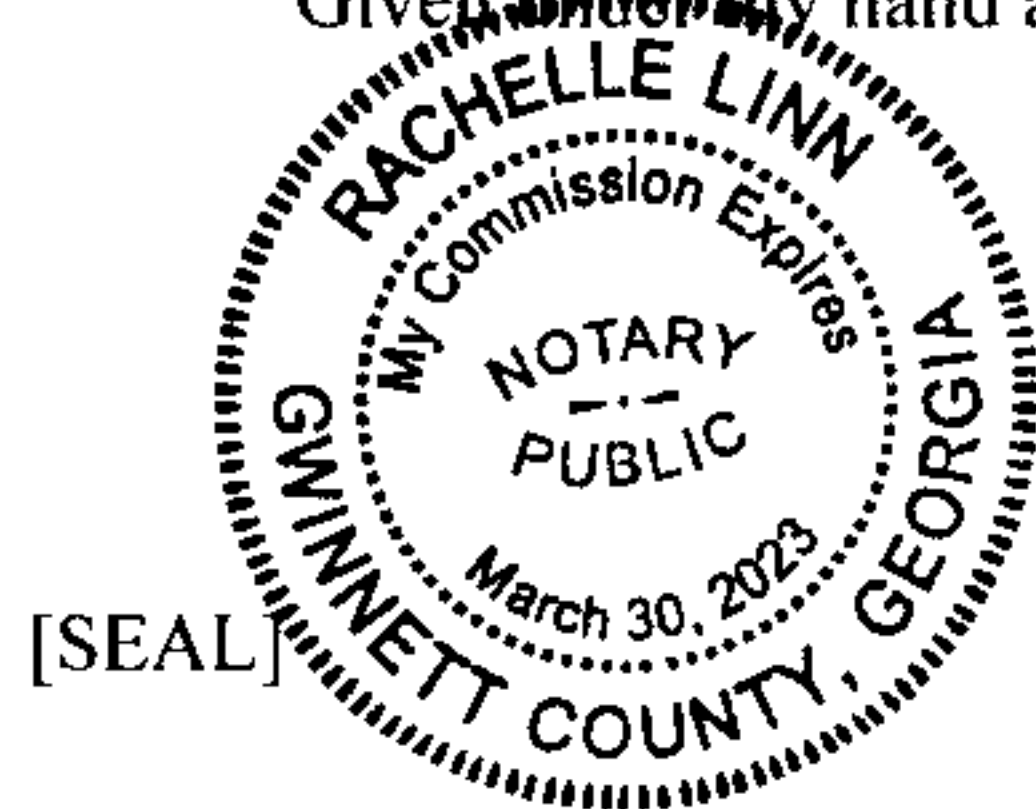
Its: MANAGER

STATE OF Georgia)

COUNTY OF Gwinnett)

I, Rachelle Linn, a Notary Public in and for said County in said State, hereby certify that Marvin K. Hewitt whose name as Manager of Central Alabama Commercial Properties, LLC, a Georgia limited liability company, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Company.

Given ~~under my~~ my hand and seal, this 2nd day of August, 2019.




NOTARY PUBLIC

My Commission Expires: 3-30-23



20190808000285860 13/18 \$15066.00
Shelby Cnty Judge of Probate, AL
08/08/2019 08:27:10 AM FILED/CERT

EXHIBIT A

LEGAL DESCRIPTION

TRACT 1

16937 U.S. Highway 280, Chelsea, AL 35043

Lot 2B, according to the Resurvey of Lot 2, of The Shoppes at the Corners Phase 2 as recorded in Map Book 50, page 53, in the Probate Office of Shelby County, Alabama.

Together with rights in that certain Reciprocal Easement Agreement as recorded in Instrument 20190125000026600, corrected and re-filed in Instrument 20190521000174270, in the Probate Office of Shelby County, Alabama.

TRACT 2

5275 U.S. Highway 280, Harpersville, AL 35078

A parcel of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 19 South, Range 2 East, in Shelby County, Alabama, being more particularly described as follows:

From the true Southwest corner of the SW 1/4 of Section 28, Township 19 South, Range 2 East, run thence East along the true South boundary of said SW 1/4 of SE 1/4 a distance of 582.97 feet; thence turn 72°06'48" left and run 135.73 feet to a point on the North boundary of Kymulga Ferry Road, being the Southeast corner of the McDaniel Investment, Inc. lot as described in Instrument 1993-32023, being the point of beginning of herein described lot; thence continue along said course and along the East line of the McDaniel Investment, Inc. lot a distance of 265.18 feet to an iron pin on the South boundary of US Highway 280 (120 foot right of way); thence turn 99°09' right and run a chord distance of 256.71 feet to a concrete monument on said Highway boundary; thence turn 75°58'30" right and run 133.95 feet along a right of way flair-back to a concrete monument on the North boundary of Kymulga Ferry Road; thence turn 78°11'15" right and run 100.10 feet along said road boundary to a concrete monument; thence turn 90°17'50" left and run 10.0 feet to a concrete monument on said road boundary; thence turn 89°58'20" right and run 179.73 feet along said road boundary to the point of beginning herein described lot; being situated in Shelby County, Alabama.

TRACT 3

24123 U. S. Hwy 231, Sylacauga, AL 35151

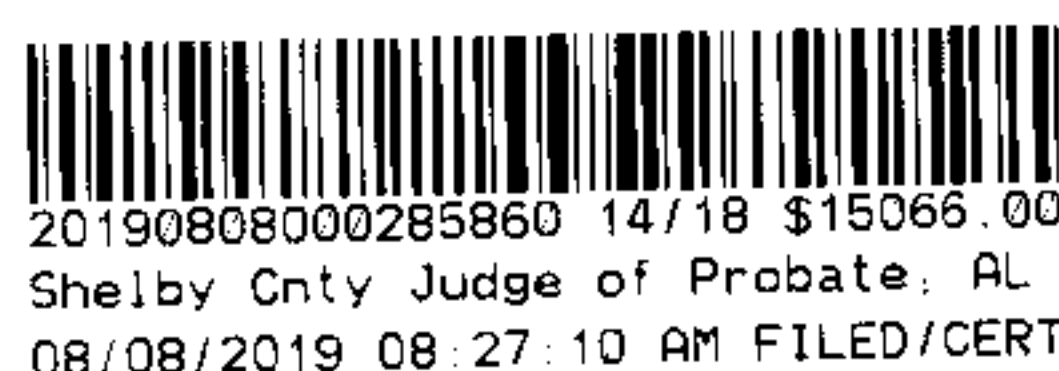
A parcel of land in Northeast fourth of Southwest fourth and in Southeast fourth of Northwest fourth of Section 11, Township 24, Range 18 East, Coosa County, Alabama, particularly described as follows:

TRACT 6

1001 North Broadway Ave, Sylacauga, AL 35150

Parcel I:

Commence at a corner in place being the Northeast intersection of Norton Avenue and 10th Street; thence proceed South 88°13'43" East along the North boundary of said 10th Street for a distance of 230.0 feet to the POINT OF BEGINNING; from this beginning point, continue South 88°13'43" East along the North boundary of said 10th Street for a distance of 25 feet to a corner in place; thence proceed North 01°49'47" East for a distance of 199.89



feet to a corner in place; thence proceed North 88°06'45" West for a distance of 25 feet; thence proceed South 01°49'47" West for a distance of 199.86 feet to the POINT OF BEGINNING.

The above described land is located in the Northeast one-fourth of the Northwest one-fourth of Section 29, Township 21 South, Range 4 East, Talladega County, Alabama.

Parcel II:

Commence at a corner in place being the Northeast Intersection of Norton Avenue and 10th Street, as now located in the City of Sylacauga, Alabama; thence proceed South 88°13'43" East along the North Boundary of said 10th Street for a distance of 255.0 feet to a corner in place, being the POINT OF BEGINNING; from this beginning point continue South 88°13'43" East along the North boundary of said 10th Street for a distance of 127.97 feet to its point of intersection with the Westerly right of way line of Broadway Avenue; thence proceed North 16°00'04" East along the Westerly right of way line of said Broadway Avenue for a distance of 141.71 feet to its point of intersection with the East boundary of the Northeast one-fourth of the Northwest one-fourth Section 29, Township 21 South, Range 4 East, Talladega County, Alabama; thence proceed North 00°41'33" East along the East boundary of said quarter-quarter section for a distance of 62.21 feet; thence proceed North 88°06'45" West for a distance of 161.43 feet to a corner in place; thence proceed South 01°49'47" West along a fence for a distance of 199.89 feet to the POINT OF BEGINNING.

The above described land is located In the Northeast one-fourth of the Northwest one-fourth Section 29, Township 21 South, Range 4 East, Talladega County, Alabama.

TRACT 7

1207 West Park Street, Sylacauga, AL 35150

Commence at the Northwest corner of the SE 1/4 of the NW 1/4 of Section 31, Township 21 South, Range 4 East, Talladega County, Alabama; thence proceed South along the West boundary of the said quarter-quarter section and along the West boundary of the NE 1/4 of the SW 1/4 for a distance of 1,656.6 feet; thence turn an angle of 96°26' to the left and proceed North 81°34' East for a distance of 266.9 feet to the point of beginning; from the beginning point continue North 81°34' East along the South boundary of the Quarry Road in the City of Sylacauga, Alabama, for a distance of 200.2 feet; thence turn an angle of 96°26' to the right and proceed South 2°00' East for a distance of 200.0 feet; thence turn an angle of 83°38' to the right and proceed South 81°38' West for a distance of 204.1 feet to a point on the East right of way line of U.S. 280 By-Pass Highway; thence turn an angle of 69°35' to the right and proceed North 28°47' West along the East right of way line of said highway for a distance of 48.1 feet to a concrete monument; thence turn an angle of 35°57' to the right and proceed North 7°10'

East along the East right of way line of said highway for a distance of 159.3 feet to a concrete monument and the point of beginning.

The above described land is located in the NE 1/4 of the SW 1/4 of Section 31, Township 21 South, Range 4 East, Talladega County, Alabama.

TRACT 8

67455 Highway 77, Talladega, AL 35160


PARCEL I:

Commence at the Southeast corner of the Northwest one-fourth of the Southeast one-fourth of Section 9, Township 18 South, Range 5 East, Talladega County, Alabama; thence proceed South 89°16' West along the South boundary of said quarter-quarter section for a distance of 694.47 feet; thence turn an angle of 104°57' to the right and proceed North

Error! Unknown document property name.

Exhibit A

Mortgage


20190808000285860 15/18 \$15066.00
Shelby Cnty Judge of Probate: AL
08/08/2019 08:27:10 AM FILED/CERT

14°13' East for a distance of 161.08 feet to the point of beginning; from this beginning point continue North 14°13' East for a distance of 130.7 feet; thence proceed North 74°45' West for a distance of 116.82 feet; thence proceed South 35°43' West for a distance of 106.19 feet; thence proceed South 58°52' East for a distance of 90.1 feet; thence proceed South 69°23' East for a distance of 70 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Southeast one-fourth of Section 9, Township 18 South, Range 5 East, Talladega County, Alabama.

PARCEL II:

Commence at the Southeast corner of the Northwest one-fourth of the Southeast one-fourth of Section 9, Township 18 South, Range 5 East, Talladega County, Alabama; thence proceed North 87°55'58" West along the South boundary of said quarter-quarter section for a distance of 694.47 feet; thence proceed North 16°54'07" East for a distance of 131.04 feet to the point of beginning; from this beginning point continue North 16°54'07" East for a distance of 30.0 feet to a 1/2" rebar in place; thence proceed North 66°54'30" West for a distance of 69.89 feet to a 1/2" rebar in place; thence proceed North 56°02'47" West for a distance of 90.27 feet to a 1/2" rebar in place; thence proceed North 38°25'43" East for a distance of 106.19 feet; thence proceed North 71°08'36" West for a distance of 77.13 feet; thence proceed South 29°59'29" West for a distance of 144.10 feet; thence proceed South 66°47'02" East for a distance of 227.91 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Southeast one-fourth of Section 9, Township 18 South, Range 5 East, Talladega County, Alabama.

TRACT 9

1652 Highway 280, Kellyton, AL 35089

Parcel I:

A parcel of land located in the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 23 North, Range 20

East, particularly described as follows:

Commence at the Northwest corner of the SW 1/4 of the SE 1/4 of Section 14, Township 23 North, Range 20 East, Coosa County, Alabama; thence South 00°46' East, along the West line of said quarter-quarter section, 671.56 feet

to the POINT OF BEGINNING of the parcel herein described; thence North 72°49'35" East 230.16 feet; thence South 89°50' East 149.03 feet; thence South 02°34' West 61.20 feet; thence North 89°00' East 30.51 feet; thence South 01°00' East 153.42 feet to the North right of way of U.S. Highway 280; thence North 81°24'20" West, along said right of way, 403.95 feet to the West line of said quarter-quarter section; thence North 00°01' East 86.12 feet back to the point of beginning.

SUBJECT TO a 25 foot access easement across the West side of the above-described parcel particularly described as follows:

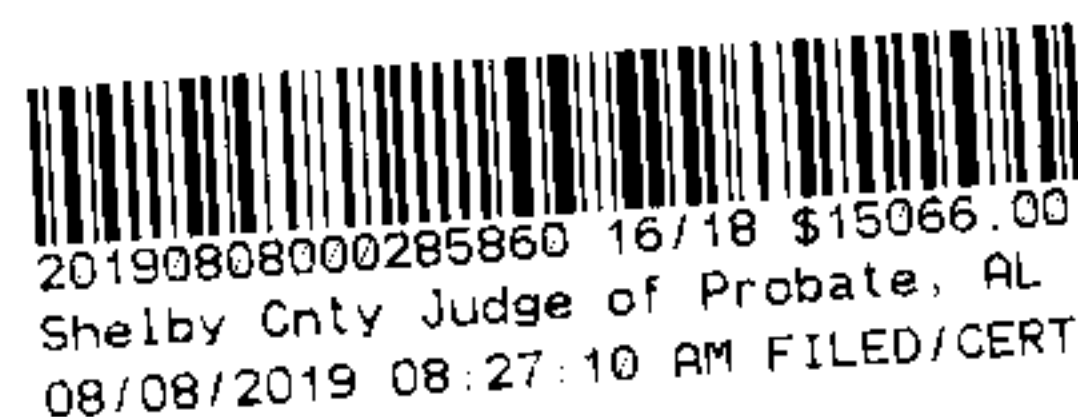
Commence at the Northwest corner of the SW 1/4 of the SE 1/4 of Section 14, Township 23 North, Range 20 East, Coosa County, Alabama; thence South 00°46' East, along the West line of said quarter-quarter section, 671.56 feet to the POINT OF BEGINNING of said 25 foot access easement; thence North 72°49'35" East 25 feet; thence South 00°01' East 86 feet, more or less, to the North right of way of U.S. Highway 280; thence North 81°24'20" West, along said North right of way, 25 feet, more or less, to the West line of said quarter-quarter section; thence North 00°01' East 86.12 feet to the point of beginning.

Parcel II:

Error! Unknown document property name.

Exhibit A

Mortgage



A parcel of land located in the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 23 North, Range 20

East, particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 23 North, Range 20 East, Coosa County, Alabama; thence proceed South 04°26'18" West, along the West boundary of said quarter-quarter section, for a distance of 671.56 feet; thence proceed North 77°14'54" East for a distance of 230.24 feet to a corner, said corner being the POINT OF BEGINNING; thence from said point of beginning proceed South 85°27'38" East for a distance of 148.89 feet; thence proceed North 06°57'09" East for a distance of 60 feet; thence proceed North 85°26'26" West for a distance of 151.35 feet; thence proceed South 04°36'06" West for a distance of 60 feet to the point of beginning.

TRACT 10

8188 U.S. Highway 280, Alexander City, AL 35010

Commence at the Southwest corner of Section 7, Township 22 North, Range 22 East, Tallapoosa County, Alabama; thence North 02°45' West, along the West line of said Section 7, 2633.9 feet to a point; thence South 75°04' East 770.4 feet to a point; thence South 45°55' East 1485.7 feet to a point on the Southwest right of way of U.S. Highway 280; thence South 61°19' East, along said right of way, 50 feet to a point on said right of way, being the POINT OF BEGINNING of the land herein described; thence continue along said right of way South 61°19' East 250 feet to an iron pipe; thence South 28°41' West 125 feet to a point; thence North 61°19' West 250 feet to a point; thence North 28°41' East 125 feet to the point of beginning.

Said tract of land being and lying in the Northeast Quarter of the Southwest Quarter of Section 7, Township 22 North, Range 22 East, Tallapoosa County, Alabama.

TRACT 11

1859 Martin Street South, Pell City, AL 35128

A parcel of land lying in the Southwest Quarter of the Southwest Quarter of Section 7, Township 17 South, Range 4 East, Pell City, St. Clair County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of Lot 12, Block 1 of the E.D. Scott Subdivision on the West right of way of US Highway 231 (said subdivision map is on record in Map Book 1908, page 60, in the Office of the Judge of Probate, St. Clair County Courthouse, Pell City, Alabama); thence run South 09°41'25" East along said right of way for 277.89 feet to the point of beginning; thence continue South 09°41'25" East along said right of way for 4.63 feet; thence run South 81°14'20" West along said right of way for 75.05 feet; thence run along a spiral to the right of said right of way for 195.38 feet (chord South 08°21'15" East, 195.37 feet), to the PC of a curve on said right of way; thence leaving said right of way run South 84°03'45" West for 258.12 feet; thence run North 08°11'10" West for 200.00 feet; thence run North 83°25'50" East for 332.40 feet to the point of beginning.

LESS AND EXCEPT all that portion of the above described property conveyed to the State of Alabama by deed recorded in Deed Book 260, page 55, as recorded in the Probate Office of St. Clair County, Alabama.




20190808000285860 17/18 \$15066.00
Shelby Cnty Judge of Probate, AL
08/08/2019 08:27:10 AM FILED/CERT

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2019, and all subsequent years, which are a lien but are not yet due and payable.


20190808000285860 18/18 \$15066.00
Shelby Cnty Judge of Probate, AL
08/08/2019 08:27:10 AM FILED/CERT