


THIS INSTRUMENT PREPARED BY:

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STATE OF ALABAMA)
COUNTY OF Shelby)


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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage"), made this 9th day of August, 2019, between SCOTTY PROPERTIES, LLC, an Alabama corporation (hereinafter called the "Grantor"), whose address is 2785 Pelham Parkway, Pelham, Alabama 35124, and LIVE OAK BANKING COMPANY (hereinafter called the "Lender"), Mortgagee, whose address is 1741 Tiburon Drive, Wilmington, North Carolina 28403.

WITNESSETH:

Pursuant to the Loan Agreement, dated of even date herewith, between SCOTTY PROPERTIES, LLC AND CAMP SCOTTY LLC and Lender (hereafter referred to herein, together with all extensions, revisions, modifications, and amendments hereafter made, as the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement), Lender has made a loan to Borrower in the principal sum of ONE HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED TEN AND NO/100 DOLLARS (\$175,110.00) as evidenced by that certain note in the amount of ONE HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED TEN AND NO/100 DOLLARS (\$175,110.00) dated of even date herewith, payable to the order of Lender in installments with interest thereon (as the same may hereafter be renewed, extended or modified, the "Note"). The maturity date of the indebtedness evidenced by the Note is November 9, 2024


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 hereinafter set forth, have bargained and sold and do hereby grant, bargain, sell, alien, and convey unto the Lender, its successors and assigns, the following described land, real estate, buildings, improvements, fixtures, furniture, and other personal property (which together with any additional such property hereafter acquired by the Grantor 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 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, and personal property of every nature whatsoever now or hereafter owned by the Grantor and located in, on, or used or intended to be used in connection with or with the operation of said property, building, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(c) All building materials, equipment, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by the Grantor for the purpose of being used or useful in connection with the improvements located or to be located on the real estate described herein, whether such materials, equipment, fixtures, fittings, and personal property are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located, including, but 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, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

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, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Grantor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever at law, as well as in equity of the Grantor of, in and to the same, including but not limited to:


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(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 Grantor, however, so long as Grantor 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 premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender hereby is authorized on behalf and in the name of Grantor 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 attorneys' 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 the Lender, its successors and assigns forever, subject however to the terms and conditions herein:

PROVIDED, HOWEVER, that these presents are upon the conditions that, if the Grantor shall pay or cause to be paid to the Lender the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Grantor, and shall keep, perform, and observe all and singular the covenants and promises in the Note, and in this Mortgage expressed to be kept, performed, and observed by and on the part of the Grantor, all without fraud or delay, then this Mortgage, and all the properties, interest, and rights hereby granted, bargained, and sold shall cease, determine, and be void, but shall otherwise remain in full force and effect.

AND the Grantor covenants and agrees and represents and warrants with the Lender as follows:

ARTICLE I

1.01. Performance of Note and Mortgage. The Grantor will perform, observe and comply with all provisions hereof and of the Note secured hereby and duly and punctually will pay to the Lender the sum of money expressed in the Note with interest thereon and all other sums required to be paid by the Grantor pursuant to the provisions of this Mortgage, all without any deductions or credit for taxes or other similar charges paid by the Grantor.

1.02. Warranty of Title. The Grantor is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged and has good and absolute title to all existing personal property hereby mortgaged and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that, except as otherwise set forth in Exhibit "B" hereto as a Permitted Encumbrance, the same 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 Grantor shall and will warrant and forever defend the title thereto unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever.

1.03. Monthly Tax Deposits. Upon an Event of Default and upon written notice from the Lender, the Grantor shall establish a Monthly Tax Deposit Account with Lender and will pay into such account on the first day of each month, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the yearly taxes and assessments as estimated by Grantor to be sufficient to pay, at least thirty (30) days before they become due, all taxes, assessments, and other similar charges against the Mortgaged Property or any part thereof. Upon demand of the Lender, Grantor agrees to deposit into such account any additional moneys as are deemed necessary by Lender in order to make up any deficiencies in the amounts necessary to pay such taxes, assessments and similar charges. Upon the occurrence of an Event of Default, Lender may apply to the reduction of the sums secured hereby, in such manner as the Lender shall determine, any amount paid in accordance herewith remaining to the Grantor's credit.

1.04. Other Taxes, Utilities and Liens.

(a) The Grantor will pay promptly, when and as due, and will exhibit promptly to the Lender receipts for the payment of, all taxes, assessments, water rates, dues, charges, fines and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Lender in the Mortgaged Property (other than any of the same for which provision has been made in Section 1.03 hereof), as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality, borough or other taxing authority upon the Grantor or in respect of the Mortgaged Property or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage for any amounts secured hereby or would have priority or equality with this Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof.

(b) The Grantor will pay promptly all charges by utility companies, whether public or private, for electricity, gas, water, sewer or other utilities.

(c) The Grantor shall pay promptly and will not suffer any mechanic's, laborer's, statutory, or other lien which might or could be prior to or equal to the lien of this Mortgage to be created or to remain outstanding upon any of the Mortgaged Property, unless arrangements satisfactory to Lender are made with respect thereto.

(d) 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 debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Lender, the entire balance of the principal sum secured by this Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Lender.



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1.05. Insurance. The Grantor will procure for, deliver to, and maintain for the benefit of, the Lender during the life of this Mortgage, insurance policies, in such amounts as the Lender shall require, insuring the Mortgaged Property against fire, extended coverage, and such other insurable hazards, casualties and contingencies as the Lender may require. The form of such policies and the companies issuing them shall be acceptable to the Lender. All policies shall contain a New York standard, non-contributory mortgagee endorsement making losses payable to the Lender. At least thirty (30) days prior to the expiration date of all such policies, renewals thereof satisfactory to the Lender shall be delivered to the Lender. The Grantor shall deliver to the Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to all insurance policies then in force shall pass to the purchaser or grantee.

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

In the event Lender determines that, pursuant to applicable state or federal law, flood insurance is required with respect to all or any portion of the Premises, and upon receipt by Grantor of written notice of such determination from Lender, Grantor agrees to obtain and carry, or cause to be carried, such flood insurance with respect to the Premises, or any portion thereof, as Lender requires. Such flood insurance policy shall be in form satisfactory to Lender, shall designate Lender as loss payee, and shall be in an amount not less than the lesser of (i) the balance of the indebtedness evidenced by the Note or (ii) the maximum limit of coverage available with respect to the Premises under the National Flood Insurance Act of 1968, as amended.

In the event Grantor shall fail to maintain the full insurance coverages required hereunder or shall fail to keep the Premises in good repair and operating condition, Lender may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Lender shall become an additional obligation of Grantor to Lender and shall be secured hereby.

At least thirty (30) days prior to the expiration day of each policy maintained pursuant to this paragraph, a renewal or replacement thereof satisfactory to Lender shall be delivered to Lender.

Grantor shall deliver to Lender receipts evidencing the payment for all such insurance policies and renewals or replacements. The delivery of any insurance policies hereunder shall constitute an assignment of all unearned premiums as further security hereunder upon default. In the event of the foreclosure of this Mortgage or any other transfer of title to the Premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of Grantor in and to all insurance policies then in force shall pass to the purchaser or Lender.

Upon an Event of Default, and upon written notice from the Lender, the Grantor shall establish a Monthly Insurance Deposit Account with Lender and will pay into such account on the first day of each month, together with and in addition to the monthly tax deposit (as required by Section 1.03 hereof), until the Note is fully paid, an amount equal to one-twelfth (1/12) of the yearly premiums for insurance. Such amount shall be used by Grantor to pay such insurance premiums when due. Upon demand of the Lender, the Grantor agrees to deposit into such account any additional moneys as are deemed necessary by Lender in order to make up any deficiencies in the amounts necessary to pay such insurance premiums. Upon the occurrence of an Event of Default, Lender may apply to the reduction of the sums secured hereby, in such manner as the Lender shall determine, any amount paid in accordance herewith remaining to the Grantor's credit.

1.06. Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of the Lender become immediately due and payable. The Lender shall be entitled to all compensation, awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Grantor's name, any action or proceedings relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Grantor to the Lender, who, after deducting therefrom all its expenses, including attorneys' fees, may release any moneys so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Lender shall determine to the reduction of the sums secured hereby, and any balance of such moneys then remaining shall be paid to the Grantor. The Grantor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require.

1.07. Care of the Property.

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

(b) Except as otherwise provided herein, no buildings, fixtures, personal property, or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender. The Grantor may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery, fixtures or appurtenances, subject to the lien hereof, which may become worn out,

undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, upon replacing the same by, or substituting for the same, other furniture, furnishings, equipment, tools, appliances, machinery, fixtures, or appurtenances not necessarily of the same character, but of at least equal value to the Grantor and costing not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien of this Mortgage.

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

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

(e) The Grantor 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.

(f) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Grantor will restore promptly the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefor. If a part of the Mortgaged Property shall be physically damaged through condemnation, the Grantor will restore promptly, repair or alter the remaining property in a manner satisfactory to the Lender.

1.08. Further Assurances; After Acquired Property. At any time, and from time to time, upon request by the Lender, the Grantor will make, execute and deliver or cause to be made, executed and delivered, to the Lender and, where appropriate, to 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 the Lender any and all such other and further mortgages, instruments of further assurance, certificates and other documents as may, in the opinion of the Lender, be necessary or desirable in order to effectuate, complete, perfect, or to continue and preserve the obligation of the Grantor under the Note and this Mortgage, and the lien of this Mortgage as a second lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by the Grantor. Upon any failure by the Grantor so to do, the Lender may make, execute, and record any and all such mortgages, instruments, certificates, and documents for and in the name of the Grantor and the Grantor hereby irrevocably appoints the Lender the agent and attorney-in-fact of the Grantor so to do. The lien hereof 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.

1.09. Leases Affecting Mortgaged Property. The Grantor will comply with and observe its obligations as landlord under all leases affecting the Mortgaged Property or any part thereof. If requested by Lender, Grantor will furnish Lender with executed copies of all leases now or hereafter created on said premises; and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. Grantor will not accept payment of rent more than one (1) month in advance without the express written consent of Lender. If requested by the Lender, the Grantor will separately assign to the Lender as additional security any and all such leases whether now


existing or hereafter created, including, without limitation, all rents, royalties, issues, and profits of the premises from time to time accruing, and will not cancel, surrender, or modify any lease so assigned without the written consent of the Lender.

1.10. Expenses. The Grantor will pay or reimburse the Lender for all reasonable attorneys' fees, costs, and expenses incurred by the Lender in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding, or dispute of any kind in which the Lender is made a party, or appears as party plaintiff or defendant, affecting the Note, this Mortgage, Grantor, or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the mortgaged Property, or any action to protect the security hereof; and any such amounts paid by the Lender shall bear interest at a rate equal to two percent (2%) in excess of the interest rate then borne by the Note, shall be payable upon demand, and shall be secured by the lien of this Mortgage.

1.11. Performance by Lender of Defaults by Grantor. If the Grantor 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 premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or the performance or observance of any covenant, condition, or term of this Mortgage, then the Lender, at its option, may perform or observe the same, and all payments made for costs or incurred by the Lender in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Grantor to the Lender with interest thereon at a rate equal to two percent (2%) in excess of the rate then borne by the Note. The Lender shall be the sole judge of 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. The 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 the Grantor or any person in possession holding under the Grantor.

1.12. Books and Records. The Grantor shall keep and maintain at all times full, true and accurate books of accounts and records, adequate to reflect correctly the results of the operation of the Mortgaged Property. If required by Lender, the Grantor will furnish to the Lender within ninety (90) days after the end of the Grantor's fiscal year (or calendar year with respect to any Grantor that is a natural person), a balance sheet and a statement of income and expenses, both in reasonable detail and form satisfactory to Lender and certified by the Grantor (or general partner thereof), or if required by the Lender, a Certified Public Accountant satisfactory to the Lender, and a rent schedule of the Mortgaged Property, certified by the Grantor (or general partner thereof), showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date and the rent paid.

1.13. Estoppel Affidavits. The Grantor within ten (10) days after written request from the Lender shall furnish a written statement duly acknowledged, setting forth the unpaid principal of, and interest on, the Note and whether or not any offsets or defenses exist against such principal and interest.


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ARTICLE II

2.01. Events of Default. The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Nonpayment of Indebtedness. The failure by Grantor to pay any installment of principal, interest, or other charges required under the Note or any other Loan Document, as and when the same comes due, subject only to the expiration of any applicable cure period set forth therein (a "Monetary Default"); or

(b) Nonmonetary Defaults. The failure of Grantor properly and timely to perform or observe any covenant or condition set forth in any Loan Document (other than a Monetary Default) which is not cured within any applicable cure period as set forth therein or, if no cure period is specified therefor, is not cured within thirty (30) days of Lender's notice to Grantor of such Default; or

(c) Other Defaults. The occurrence of any "Event of Default" under, and as defined in, any other Loan Document.

Prior to any event being an Event of Default under this Agreement (i) Lender shall give written notice to Grantor of a monetary default hereunder, and Grantor shall have a period of ten (10) days thereafter to cure such monetary default and (ii) Lender shall give written notice to Grantor of a non-monetary default hereunder and Grantor shall have a period of thirty (30) days thereafter to cure such non-monetary default (provided, however, that the Lender shall not be required to provide more than three (3) written default notices to the Grantor within any given calendar year).

Notwithstanding anything in this paragraph, all requirements of notice shall be deemed inapplicable if Lender is prevented from giving such notice by bankruptcy or other applicable law. In such event, the cure period, if any, shall then run from the occurrence of the event or condition of default rather than from the date of notice.

2.02. Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, then the entire principal amount of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Lender, become due and payable without notice or demand, time being of the essence; and any omission on the part of the Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.

2.03. Right of Lender to Enter and Take Possession.

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



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(b) Upon every such entering upon or taking of possession, the Lender may hold, store, use, operate, manage, and control the Mortgaged Property and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments, and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty, and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Grantor in Grantor's name or otherwise, with respect to the same; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Lender, all as the Lender from time to time may determine to be to its best advantage; and the Lender may collect and receive all the income, revenues, rents, issues and profits of the 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 the 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 the Lender; shall apply the remainder of the moneys so received by the Lender to the payment of accrued interest, to the payment of tax and insurance deposits required in Sections 1.03 and 1.05 hereof, and to the payment of overdue installments of principal, all in such order and priority as the Lender may determine.

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

2.04. Receiver.

(a) If an Event of Default shall have occurred and be continuing, the Lender, upon application to a court of competent jurisdiction, shall be entitled, 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) The Grantor will pay to the Lender upon demand all expenses, including receiver's fees, attorneys' fees and costs, and agent's compensation, incurred pursuant to the previous contained in this Section 2.04; and all such expenses shall be secured by this Mortgage.

2.05. Lender's Power of Enforcement. If an Event of Default shall have occurred and be continuing, the Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Note or the performance of any term thereof or any other right, (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, as provided by law, and (c) to pursue any other remedy available to it, all as the Lender shall deem most effectual for such purposes. The Lender shall take action either by

such proceedings or by the exercise of its powers with respect to entry or taking possession, as the Lender may determine.

2.06. Power of Sale. If an Event of Default shall have occurred, Lender may sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the Court House door in the county where said property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the premises so purchased. Lender may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Lender may elect.

2.07. Application of Foreclosure Proceeds. The proceeds of any foreclosure sale pursuant to Section 2.06 shall be applied as follows:

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

(b) Second, to the repayment of any money, with interest thereon at a rate equal to two percent (2%) in excess of the rate borne by 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 indebtedness 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.

2.08. Lender's Option on Foreclosure. At the option of the 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 the Grantor, a defense to any proceedings instituted by the Lender to collect the sum secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.09. Waiver of Exemption. Grantor 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 Grantor 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.

2.10. Suits to Protect the Mortgaged Property. The Lender shall have power (a) 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, (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents, and profits arising therefrom, and (c) 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 the Lender.

2.11. Grantor to Pay the Note on Any Default in Payment; Application of Moneys by Lender. If default shall be made in the payment of any amount due under the Note or Mortgage, then, upon demand of the Lender, the Grantor will pay to the Lender the whole amount due and payable under the Note; and in case the Grantor shall fail to pay the same forthwith upon such demand, the 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 the Lender's agents and attorneys.

2.12. Delay or Omission No Waiver. No delay or omission of the 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 the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

2.13. 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 the 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 re-plat thereof; (f) consents to the granting of any easement thereon; or (g) makes or consents to any agreement subordinating the lien or change 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 the Grantor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, or surety; nor shall any such act or omission preclude the 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 the 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, the 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.

2.14. Discontinuance of Proceedings - Position of Parties, Restored. In case the 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 the Lender, then and in every such case the Grantor and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers, and remedies of the Lender shall continue as if no such proceeding has been taken.

2.15. Remedies Cumulative. No right, power, or remedy conferred upon or reserved to the 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 III

3.01. 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 the Grantor 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.

3.02. 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.

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

3.04. Any and all notices, elections or demands permitted or required to be given under this Agreement shall be in writing, signed by or on behalf of the party giving such notice, election or demand, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon being deposited in the United States mail, postage prepaid, certified with return receipt required, and shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof, or upon being deposited with an overnight delivery service requiring proof of delivery, to the other party at the address of such other party set forth below or such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall

commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a part or any officer, partnership, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall also constitute receipt. Any such notice, election, demand, request or response shall be addressed as follows:

If given to Lender, shall be addressed as follows:

LIVE OAK BANKING COMPANY
1741 Tiburon Drive
Wilmington, North Carolina 28403

with a copy (*which shall not constitute notice*) to:

DAVIS, PICKREN, SEYDEL & SNEED
2300 Marquis Two Tower
285 Peachtree Center Avenue, N.E.
Atlanta, Georgia 30303
Attn: William Terry Pickren

and, if given to Grantor, shall be addressed as follows:

SCOTTY PROPERTIES, LLC
2785 Pelham Parkway
Pelham, Alabama 35124
Attn: Steven E. Scott, Jr.

with a copy (*which shall not constitute notice*) to:

SIROTE & PERMUTT, PC
2311 Highland Avenue South
Birmingham, Alabama 35205
Attn: Crystal H. Holmes

3.06. Applicable Law. THIS MORTGAGE SHALL BE INTERPRETED, CONSTRUED AND ENFORCED ACCORDING TO THE LAWS OF THE STATE OF ALABAMA. GRANTOR CONSENTS THAT ANY LEGAL ACTION OR PROCEEDING ARISING HEREUNDER, MAY BE BROUGHT AT THE ELECTION OF LENDER, IN THE CIRCUIT COURT FOR THE STATE OF ALABAMA, SHELBY COUNTY, AND ASSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF ANY SUCH COURT IN ANY SUCH ACTION OR PROCEEDING.

3.07. Waiver of Jury Trial. GRANTOR HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE EXTENSION OF CREDIT SECURED HEREBY, THE NOTE,

OR ANY OTHER INSTRUMENT OR DOCUMENT EXECUTED IN CONNECTION THEREWITH, INCLUDING THE MORTGAGE. GRANTOR CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER OR LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS KNOWING AND BARGAINED-FOR WAIVER OF THE GRANTOR'S RIGHT TO A TRIAL BY JURY. GRANTOR ACKNOWLEDGES THAT LENDER HAS BEEN INDUCED TO MAKE THE EXTENSION OF CREDIT SECURED HEREBY IN PART BY THE PROVISIONS OF THIS PARAGRAPH.

3.08. Due on Sale. Upon any further encumbrance, pledge, conveyance, transfer or assignment of the Premises or any portion thereof, Lender is authorized at its option to declare all or any part of the indebtedness immediately due and payable, without notice.

IN WITNESS WHEREOF, the Grantor has caused this Mortgage to be properly executed, on the day and year first above written.

GRANTOR:

SCOTTY PROPERTIES, LLC
An Alabama Limited Liability Company

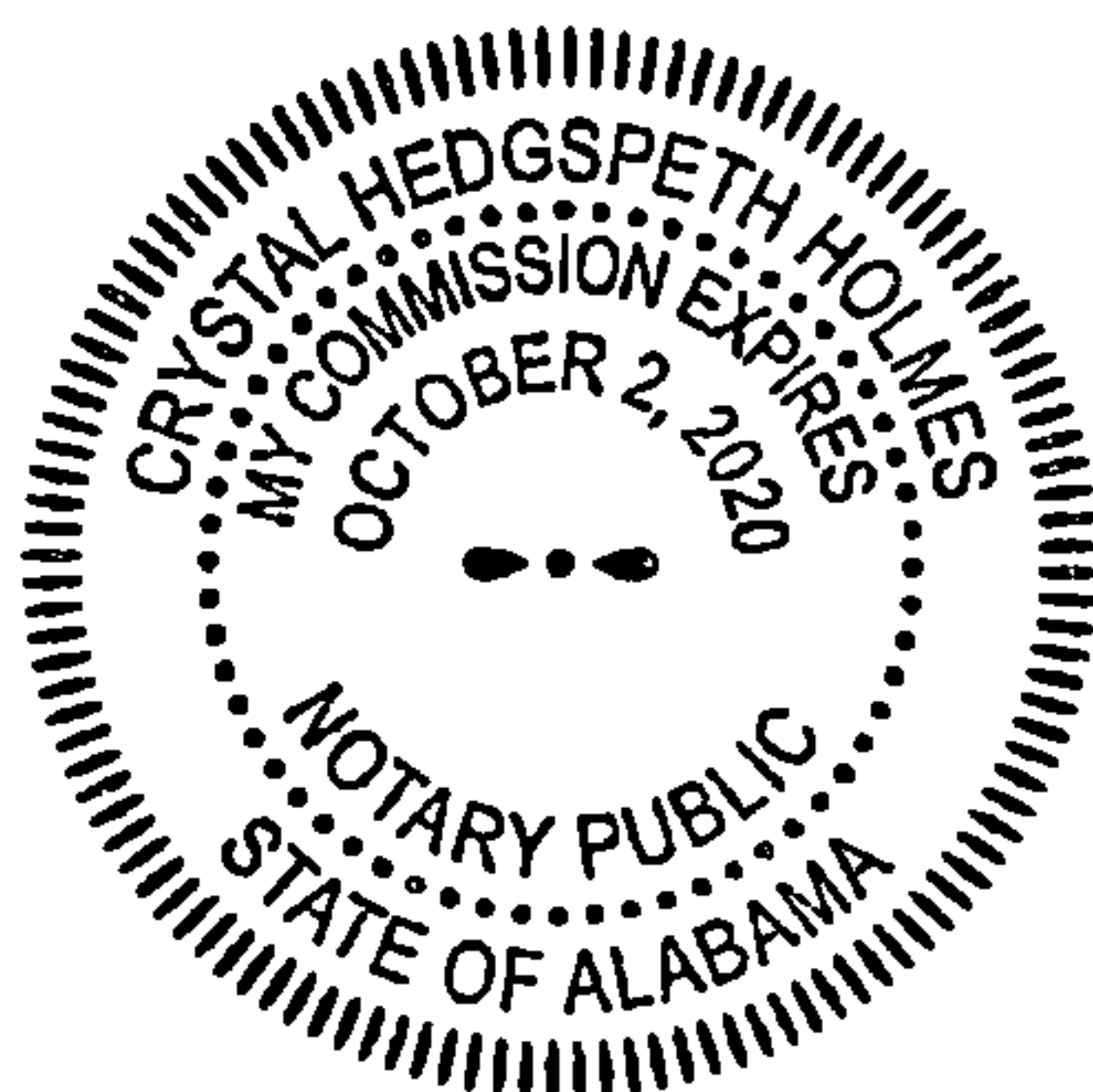
BY: [Signature]
STEVEN E. SCOTT, JR.

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 STEVEN E. SCOTT, JR., whose name as Member of SCOTTY PROPERTIES, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

Given under my hand and official seal this 9th day of August, 2019.



[Signature]
Notary Public
My Commission Expires: _____

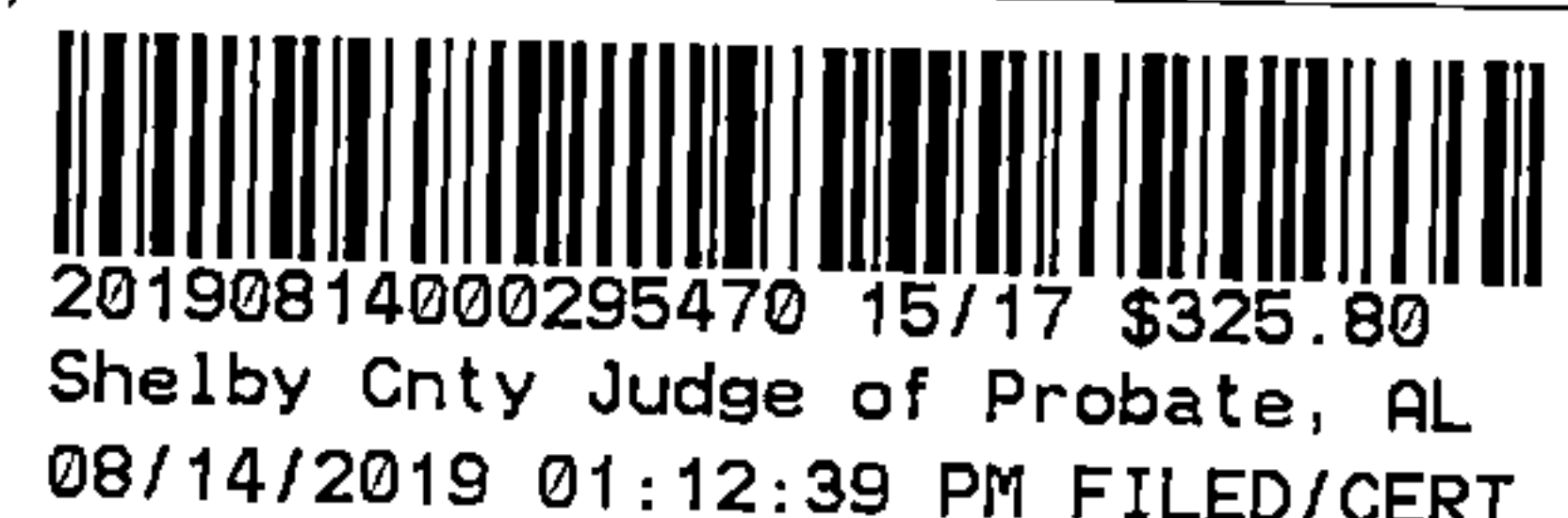
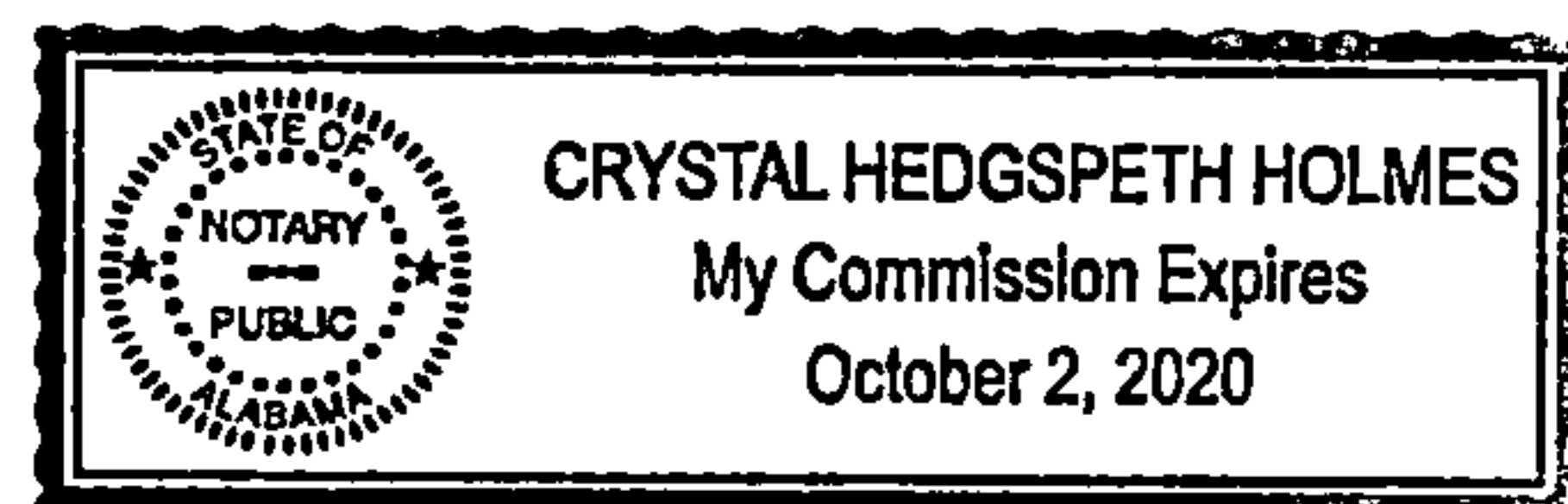


EXHIBIT "A"

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as:


From the Southeast corner of the SW 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, run Westerly along the South boundary line of said 1/4 - 1/4 section for 238.94 feet to the Point of Beginning of the land herein described; thence continue Westerly along the South boundary line of said 1/4 - 1/4 section for 263.07 feet; thence turn on angle of 98°59' to the right and run Northeasterly 174.3 feet, thence turn an angle of 76°00' to the right and continue Northeasterly 207.12 feet; thence turn an angle of 86°14' to the right and run Southeasterly 192.36 feet to the Point of Beginning.



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Shelby Cnty Judge of Probate, AL
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EXHIBIT "B"
EXCEPTIONS

1. All taxes for the year 2019 and subsequent years.
2. Right of Way granted to Alabama Power Company as recorded in Deed Volume 227, page 108 in the Probate Office of Shelby County, Alabama.



20190814000295470 17/17 \$325.80
Shelby Cnty Judge of Probate, AL
08/14/2019 01:12:39 PM FILED/CERT