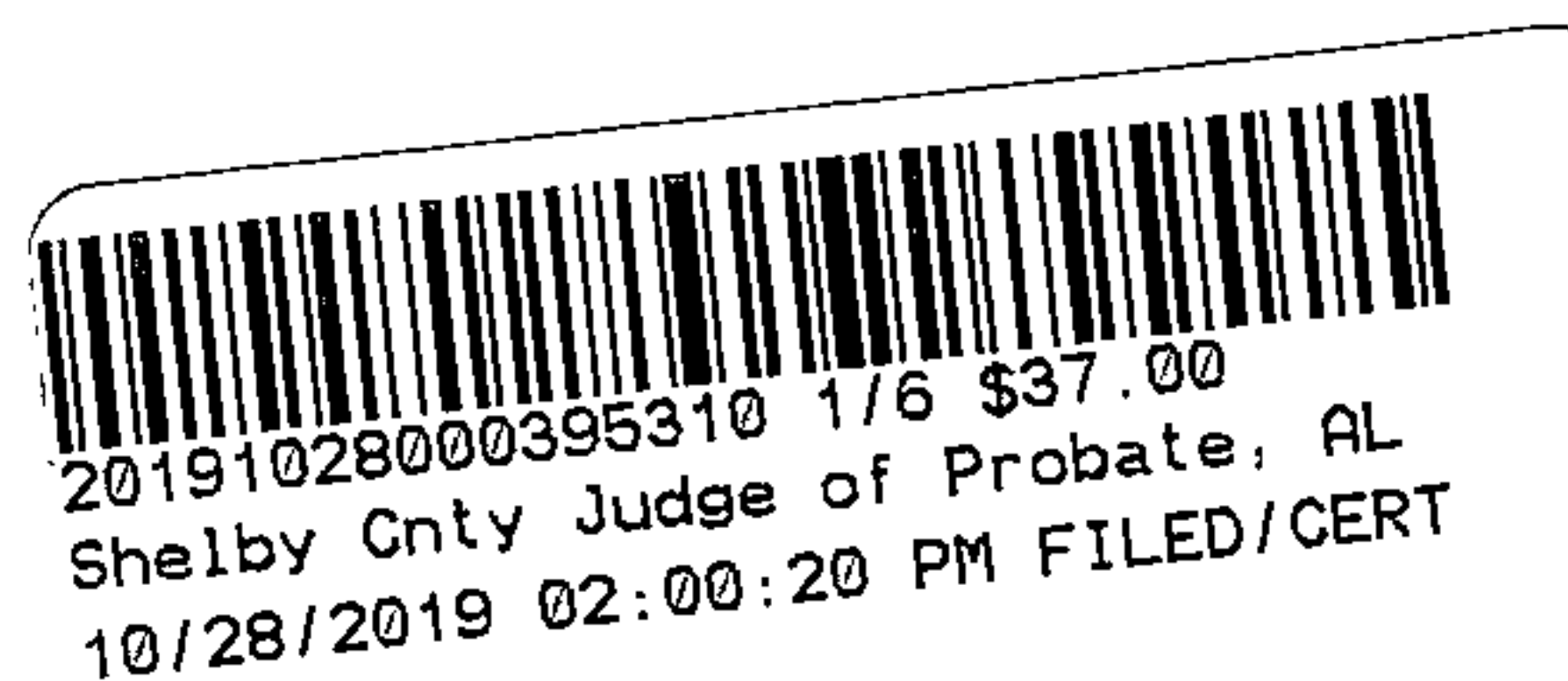


Living River: A Retreat on the Cahaba, Inc. is one and the same as Living River – A Retreat at the Cahaba, Inc. and Living River – A Retreat on the Cahaba.

THIS INSTRUMENT PREPARED BY:
Oakworth Capital Bank Gina Williams
850 Shades Creek Parkway Ste 200
Birmingham, AL 35209

AFTER RECORDING RETURN TO:
Oakworth Capital Bank
Gina Williams (205) 263 4718
850 Shades Creek Parkway Ste 200
Birmingham, AL 35209



(Space Above This Line For Recording Data)

LOAN NUMBER: 900148700

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made on October 15, 2019, between Living River: A Retreat on the Cahaba, Inc., an Alabama Corporation, a non-individual entity, whose address is 2000 Living River Parkway, Montevallo, Alabama 35115 ("Assignor") and Oakworth Capital Bank whose address is 850 Shades Creek Parkway, Ste 200, Birmingham, Alabama 35209 ("Assignee"), which is organized and existing under the laws of the State of Alabama. Assignor, in consideration of loans extended by Assignee up to a maximum principal amount of Four Hundred Ninety-eight Thousand and 00/100 Dollars (\$498,000.00) and for other valuable consideration, the receipt of which is acknowledged, hereby grants, transfers, assigns and sets over to Assignee all right, title and interest in and to all rents, issues, profits and privileges (now due or which may hereafter become due) of the following described real property:

Address: 2000 Living River Parkway, Montevallo, Alabama 35115

Legal Description: See attached Exhibit A

("Property") which secures the following:

- Loan with a principal amount of \$1,300,000.00

Assignor further grants Assignee all leases now or hereafter existing on all or any part of the Property, whether written or oral, or any letting or any agreement for the use of occupancy of any part of the Property which may have been or which may hereafter be made or agreed to between Assignor and any other present, prior, or subsequent owner of the Property, or any interest therein, or which may be made or agreed to by Assignee, its successors or assigns, under the powers herein granted, and any tenant or occupant of all or any part of the Property (collectively, the "Leases" and each, a "Lease").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Assignment whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Assignment by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Assignment secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Living River: A Retreat on the Cahaba, Inc. to Oakworth Capital Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Assignment and all Related Documents (hereinafter all referred to as the "Indebtedness").



AMENDMENT OR MODIFICATION OF LEASES. With respect to any Leases executed upon the Property after the creation of this Assignment and so long as the Indebtedness remains unpaid, Assignor shall not, without the written consent of Assignee: (a) cancel any Leases; (b) accept the surrender of any Leases; (c) modify or alter any Leases in any way, either orally or in writing; (d) reduce the rental set forth in any Leases; (e) consent to the assignment of any lessee's interest under any Leases, or to any subletting thereunder; or (f) make any other assignment, pledge, encumbrance, or any other disposition of any Leases, or of the rents, issues and profits derived from the use of the Property. Any of the above acts, if done without the written consent of Assignee, shall be null and void, and shall constitute a default under the Assignment and the Related Documents.

REPRESENTATIONS OF ASSIGNOR. Assignor hereby represents: (a) there are currently no leases, subleases or agreements to lease or sublease all of or any part of the Property other than any existing leases, subleases or agreements to lease or sublease all of or any part of the Property, which Assignor has disclosed in writing to Assignee (b) the Leases are valid and enforceable and no default exists under the Leases; (c) Assignor is entitled to receive all the rents, issues and profits and to enjoy all the rents and benefits mentioned herein and assigned hereby; (d) said rents, issues and profits have not been sold, assigned, transferred or set over by any instrument now in force and shall not at any time during the life of this Assignment be sold, assigned, transferred or set over by Assignor, or any other person taking under or through Assignor except as pursuant to this Assignment; and (e) Assignor has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Assignee the rights, interests, powers, and authorities herein granted and conferred.

COLLECTION OF RENTS. Provided no Event of Default exists under the Indebtedness or any of the Related Documents, Assignee agrees not to demand from any lessor or lessee under the Leases or from any other persons liable therefor, any of the rents, issues or profits hereby assigned, but shall permit Assignor to collect all such rents, issues and profits from the Property and the Leases, so long as not collected more than one (1) month in advance of their due date.

EVENTS OF DEFAULT. The following events shall constitute default under this Assignment (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Assignment or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Assignee that is false or misleading in any material respect by Assignor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Assignor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Assignor for the benefit of Assignor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Borrower or any person obligated on the Indebtedness; or
- (g) Assignee deems itself insecure for any reason whatsoever.

REMEDIES. Upon the occurrence of an Event of Default under this Assignment, the Indebtedness or the Related Documents, Assignee may declare all sums secured hereby immediately due and payable and may, at Assignee's option, without notice, either in Assignee's person or by agent and with or without bringing any action or proceeding, or by any receiver appointed by the court, enter upon, take possession of, and manage and operate the Property, and each and every part thereof, and in connection therewith, Assignee may make, enforce, and modify any of the Leases; fix or modify rents; repair, maintain and improve the Property; employ contractors, subcontractors, and workmen in and about the Property; obtain and evict tenants; in its own name, sue for and otherwise collect or reserve any and all rents, issues and profits, including those past due and unpaid; employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof; and otherwise do and perform any and all acts which Assignee may deem necessary and appropriate in and about the Property for the protection thereof and of Assignee's rights hereunder and under the Related Documents, and any and all amounts expended by Assignee in connection with the foregoing shall constitute additional Indebtedness secured hereby to the extent permitted by law. Assignee shall apply any moneys collected, as aforesaid, less costs and expenses incurred, upon any



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Indebtedness secured hereby in such order and manner as Assignee may determine and to the extent permitted by law.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Assignee to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means addressed to the party given at the beginning of this Assignment unless an alternative address has been provided to Assignee in writing. To the extent permitted by law, Assignor waives notice of Assignee's acceptance of this Assignment, defenses based on suretyship, any defense arising from any election by Assignee under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Assignee is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, ASSIGNOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO THE ASSIGNEE EXERCISING ITS RIGHTS UNDER THIS ASSIGNMENT.

PAYMENT OF RENTS TO ASSIGNEE. All tenants or occupants of any part of the Property (including without limitation, all persons claiming any interest as lessor or lessee under any Leases) are hereby authorized to recognize the claims and demands of Assignee without investigation as to the reason for any action taken by Assignee or the validity of the amount of indebtedness owing to or the existence of any default hereunder or under the Related Documents, or the application of payments made by Assignee, of any amounts to be paid to Assignee. Assignee's sole signature shall be sufficient for the exercise of any right under this Assignment and Assignee's sole receipt given for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property. Checks for all or any part of the rental collected under this Assignment shall be made to the exclusive order of Assignee.

ASSIGNABILITY. Assignee may assign or otherwise transfer this Assignment or any of Assignee's rights under this Assignment without notice to Assignor. Assignor may not assign this Assignment or any part of the Assignment without the express written consent of Assignee.

ASSIGNEE'S RIGHTS AND REMEDIES. The rights and remedies of the Assignee under this Assignment are cumulative, and are not in lieu of, but are in addition to all other rights and remedies which Assignee has under this Assignment and the Related Documents.

SUCCESSORS AND ASSIGNS. All covenants and agreements contained in this Assignment shall bind, and the rights hereunder shall inure to the respective successors and assigns of the Assignor and the Assignee.

ENTIRE AGREEMENT; MODIFICATIONS; SEVERABILITY. This Assignment shall constitute the entire agreement between Assignee and Assignor. Any modification of this Assignment shall be binding only if placed in writing and signed by the Assignee and Assignor. The invalidity of any provision of this Assignment shall not affect the validity of any other provision.

PARAGRAPH HEADINGS; SINGULAR AND PLURAL TERMS. The titles to the paragraphs of this Assignment are solely for the convenience of the parties and shall not be used to interpret this Assignment. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

ATTORNEYS' FEES AND OTHER COSTS. Assignor agrees to pay all of Lender's costs and expenses incurred in connection with the enforcement of this Assignment, including without limitation, reasonable attorneys' fees, to the extent permitted by law.

GOVERNING LAW. This Assignment will be governed by the laws of the State of Alabama including all proceedings arising from this Assignment.



LEGAL DESCRIPTION

PARCEL I:

That part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying South and West of the Cahaba River and that part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying North and West of the Cahaba River, Section 25, Township 21 South, Range 5 West; being situated in Shelby County, Alabama.

That part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying South of the Cahaba River, and that part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying North and West of the Cahaba River, Section 26, Township 21 South, Range 5 West, being situated in Shelby County, Alabama.

That part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 21 South, Range 5 West lying West and South of the Cahaba River; being situated in Shelby County, Alabama.

A parcel of land in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 21 South, Range 5 West lying South of the Cahaba River and being more particularly described as follows: Commencing at the Southwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 36; thence South 89 degrees 40 minutes 06 seconds East along the South line of said 16th section, a distance of 115.74 feet to a point on the South edge of the Cahaba River, and the point of beginning; thence North 67 degrees 29 minutes 32 seconds East along the South edge of the Cahaba River, a distance of 103.49 feet to a point; thence North 75 degrees 34 minutes 51 seconds East along the South edge of the Cahaba River, a distance of 178.89 feet, to a point; thence North 84 degrees 19 minutes 29 seconds East along the South edge of the Cahaba River, a distance of 597.45 feet to a point; thence South 82 degrees 26 minutes 52 seconds East along the South edge of the Cahaba River, a distance of 343.09 feet to a point on the East line of said 16th section; thence South 00 degrees 31 minutes 27 seconds West along the East line of said 16th section, a distance of 105.11 feet to the Southeast corner of said 16th section; thence North 89 degrees 40 minutes 06 seconds West along the South line of said 16th section, a distance of 1202.55 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL II:

A parcel of land situated in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, as shown on the Boundary Survey of Part of the Westervelt Land Co. Property by Wheeler Surveying and Mapping, dated October 4, 2001; thence in a Westerly direction along the North line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, a distance of 543.39 feet to set PK nail, said point being the point of beginning; thence continue in a Westerly direction along the North



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line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 640.00 feet, more or less, to a set 5/8" capped WSECO rebar (CA#003) on the Southeasterly bank of the Cahaba River; thence in a Southwesterly direction, meandering along the Southeasterly bank of the Cahaba River a distance of 178 feet, more or less, to a set 5/8" capped WSECO rebar (CA#003) on the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section as shown on said Westervelt Land Co. survey; thence in a Southerly direction (leaving the bank of the Cahaba River) along said West line a distance of 283.00 feet, more or less, to a set PK nail, said point being on the centerline of an existing paved road, said point being on a curve to the left having a radius of 1974.00 feet and a central angle of 06 degrees 23 minutes 55 seconds; thence an angle left of 120 degrees 37 minutes 17 seconds (angle measured to tangent) in a Northeasterly direction along the arc of said curve and along the centerline of said paved road a distance of 220.45 feet to a set PK nail, said point being the P.R.C. (Point of Reverse Curve) of a curve to the right having a radius of 6824.42 feet and a central angle of 02 degrees 05 minutes 29 seconds; thence in a Northeasterly direction along the arc of said curve and along the centerline of said paved road a distance of 249.10 feet to a set PK nail, said point being the P.T. (Point of Tangent); thence tangent to said curve in a Northeasterly direction and along the centerline of said paved road a distance of 39.77 feet to a set PK nail, said point being the P.C. (Point of Curve) of a curve to the right, having a radius of 451.04 feet and a central angle of 26 degrees 20 minutes 48 seconds; thence in a Northeasterly direction along the arc of said curve and along the centerline of said paved road a distance of 207.41 feet to a set PK nail, said point being the P.T. (Point of Tangent); thence tangent to said curve in a Northeasterly direction and along the centerline of said paved road a distance of 168.63 feet to the point of beginning.

PARCEL III:

Northwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$, Section 36, Township 21 South, Range 5 West, Bibb County, Alabama.

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southeast $\frac{1}{4}$ lying East of the Cahaba River, and all that part of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ lying East of the Cahaba River, in Section 35, Township 21 South, Range 5 West, all being in Bibb County, Alabama.

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying East of the Cahaba River, Section 26, Township 21 South, Range 5 West, Bibb County, Alabama.

That part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying east of the Cahaba River in Section 26, Township 21 South, Range 5 West, Bibb County, Alabama.

