

Note to Clerk: Mortgage tax in the amount of \$5,142.00 is being paid this day based upon a loan amount of \$3,427,300. The loan is secured by property located in Shelby County (valued at \$3,265,000.00, or 91.71% of the total real property collateral) and Tallapoosa County (valued at \$295,000.00, or 8.29% of the total real property collateral). As such, the mortgage tax allocation is as follows: \$4,715.73 to Shelby County and \$426.27 to Tallapoosa County.

This Instrument Was Prepared By:

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20191120000432950 1/18 \$5213.95
Shelby Cnty Judge of Probate, AL
11/20/2019 02:32:00 PM FILED/CERT

ALABAMA

After Recording, This Instrument Should Be Returned To The Preparer At The Address Shown Above.

**MORTGAGE, ASSIGNMENT OF LEASES, RENTS, AND PROFITS, SECURITY
AGREEMENT AND FIXTURE FINANCING STATEMENT**

COLLATERAL INCLUDES FIXTURES

THIS MORTGAGE, ASSIGNMENT OF LEASES, RENTS, AND PROFITS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT IS INTENDED TO BE, AND SHALL SERVE AS, A FINANCING STATEMENT PURSUANT TO APPLICABLE LAWS OF THE STATE OF ALABAMA, AS AMENDED.

THIS MORTGAGE IS A FUTURE ADVANCE MORTGAGE.

THIS MORTGAGE, ASSIGNMENT OF LEASES, RENTS AND PROFITS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (this "Mortgage") is made and entered into effective as of November 14, 2019 by **BLUE RAIN EXPRESS CAR WASH, LLC**, a Delaware limited liability company having an address of a 2109 Natalie Lane, Hoover, Alabama 35244 (the "Grantor" and sometimes hereinafter referred to as "Borrower"), to and in favor of **CENTERSTATE BANK, N.A.**, a national association having an address of 1951 8th Street NW, Winter Haven, Florida 33881 (the "Lender" and also hereinafter referred to as "Mortgagee"), or at such other place as Lender may from time to time designate.

W I T N E S S E T H:

WHEREAS, Grantor is justly indebted to Lender in the principal amount of THREE MILLION FOUR HUNDRED TWENTY SEVEN THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$3,427,300.00)(the "Loan"), or such portion thereof as has been disbursed from time to time under the provisions of a Business Loan Agreement between Lender of even date herewith (hereinafter, together with any and all extensions, revisions, modifications or amendments thereto at any time made, referred to

as the "Loan Agreement"), as evidenced by a U.S. Small Business Administration Note of even date herewith, payable to the Lender with interest thereon (hereinafter, together with any and all extensions, revisions, modifications or amendments thereto at any time made, and together with any and all promissory notes at any time given in extension or renewal of, or in substitution or replacement for, such U.S. Small Business Administration Note, referred to as the "Note"), and payable as provided for in the Note and having a maturity date of **November 14, 2044** (all of the Note, the Loan Agreement, this Mortgage, and any and all other documents and instruments relating to the Loan, whether heretofore, simultaneously herewith or hereafter delivered, together with any and all extensions, revisions, modifications or amendments at any time made to any of the foregoing, hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, the parties desire to secure all of the following (hereinafter collectively referred to as the "Obligations");

(a) The payment of the principal amount of the Note, together with interest thereon, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note, and any and all indebtedness of Grantor to Lender, due, or to become due, which Lender has advanced, or has obligated itself to advance, and all other indebtedness of Grantor to Lender arising out of any one or more of the Loan Documents, and all other additional indebtedness of Grantor to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions and/or modifications thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, including, but not limited to (i) all sums advanced by Mortgagee to Grantor or expended by Lender for Grantor's account, including but not limited to advances for taxes and insurance pursuant to the terms of this Mortgage; (ii) all court costs, expenses and costs of whatever kind incident to the collection of any indebtedness secured hereby and the enforcement or protection of the lien of this conveyance, including reasonable attorney's fees; and (iii) any amounts expended by Lender in removing, isolating or cleaning up any hazardous materials from the Mortgaged Property (as hereinafter defined), whether or not such action is required by any applicable environmental law; and

(b) The prompt performance of any and all other obligations of Grantor to Lender, whether now existing or hereafter arising under or pursuant to any one or more of the Loan Documents.

NOW THEREFORE, in consideration of and in order to secure the repayment of the Obligations, as well as the payment of all other sums of money secured hereby, as hereinafter provided; to secure the observance, performance and discharge by Grantor of all terms, covenants, conditions and agreements set forth in this Mortgage; in order to charge the properties, interests and rights hereinafter described with such payment, observance, performance and discharge; and in consideration of the sum of Ten Dollars paid by Lender to Grantor, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does hereby grant, bargain, sell and convey unto Lender, all of Grantor's right, title and interest (including, without limitation, any leasehold interest or leasehold estate) in and to the following described properties, including all rights, interests, replacements, substitutions and additions thereto, therein or therefore (collectively, the "Mortgaged Property");

(i) That certain real property described on Exhibit A hereto and by this reference made a part hereof (the "Real Property");

(ii) All buildings, structures and other improvements of any kind, nature or description now or hereafter erected, constructed, placed or located upon the Real Property (the "Improvements"), including, without limitation, any and all additions to, substitutions for or replacements of such Improvements;

(iii) All minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, lawn plants, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Real Property;

(iv) All and singular, the tenements, hereditaments, strips and gores, rights-of-way, easements, privileges, profits and other appurtenances now or hereafter belonging or in any way appertaining to the Real Property, including, without limitation, all right, title and interest of Grantor in any after-acquired right, title, interest, remainder or reversion in and to the beds of any ways, streets, avenues, roads, alleys, passages and public places, open or proposed, in front of, running through, adjoining or adjacent to the Real Property (the "Appurtenances");

(v) Any and all leases, licenses, contracts, rents, license fees, royalties, issues, revenues, profits, proceeds, deposits, income and other benefits, including accounts receivable, termination fees, of, accruing to or derived from the Real Property, Improvements and Appurtenances, and all of Grantor's right, title and interest under any and all utility deposits, advance rentals, lease guaranties, letters of credit, and any other credit support furnished to Grantor in connection with any of the foregoing (the "Rents");

(vi) Any and all awards, payments or settlements, including interest thereon, and the right to receive the same, as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any way, street, avenue, road, alley, passage or public place; (c) any other injury, damage, casualty or claim relating to the taking of, or decrease in the value of, the Real Property, Improvements or Appurtenances; or (d) proceeds of insurance awards, to the extent of all amounts which may be secured by this Mortgage at the date of any such award or payment including but not limited to Reasonable Attorneys' Fees (as hereinafter defined), costs and disbursements incurred by Lender in connection with the collection of such award or payment; and

(vii) All fixtures (as defined under the UCC, as such term is hereafter defined), now or hereafter attached to, installed in, or used in connection with the buildings and other improvements now erected or hereafter to be erected on said land, including, but not limited to, furnaces, steam boilers, hot-water boilers, oil burners, pipes, radiators, air-conditioning and sprinkler systems, gas and electric fixtures, carpets, rugs, shades, awnings, screens, elevators, motors, dynamos, cabinets and all other furnishings, tools, equipment and machinery, appliances, building supplies, materials, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all of which property and things are hereby declared to be permanent fixtures and accessions to the freehold and part of the realty conveyed herein as security for the indebtedness herein mentioned (collectively, "Fixtures").

TO HAVE AND TO HOLD the foregoing Mortgaged Property and the rights hereby granted for its use and benefit unto Lender and its successors and assigns in fee simple forever.

In order to secure the repayment of Obligations, and to secure the observance, performance and discharge by Grantor of all covenants, conditions and agreements set forth in this Mortgage; and in order to charge the properties, interests and rights hereinafter described with such payment, observance, performance and discharge; and in consideration of the sum of Ten Dollars paid by Lender and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Lender a security interest in all Fixtures. The term Fixtures expressly excludes any toxic waste or substance deemed hazardous under federal, regional, state or local laws, codes, ordinances, statutes, rules, regulations, decisions or orders). The Mortgaged Property and the Fixtures are herein together referred to as the "Property."

Except as otherwise expressly provided in this Mortgage, all terms in this Mortgage relating to the Property and the grant of the foregoing security interest which are defined in the Uniform Commercial Code of the State (the "UCC") shall have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the UCC, as those meanings may be amended, revised or replaced from

time to time. Notwithstanding the foregoing, the parties intend that the terms used herein which are defined in the UCC have, at all times, the broadest and most inclusive meanings possible. Accordingly, if the UCC shall in the future be amended or held by a court to define any term used herein more broadly or inclusively than the UCC in effect on the date of this Mortgage, then such term, as used herein, shall be given such broadened meaning. If the UCC shall in the future be amended or held by a court to define any term used herein more narrowly, or less inclusively, than the UCC in effect on the date of this Mortgage, such amendment or holding shall be disregarded in defining terms used in this Mortgage.

Grantor hereby covenants and warrants with and to Lender that Grantor is indefeasibly seized of the Property (except for those encumbrances described on Exhibit B in which Grantor covenants and warrants that it has a leased or subleased estate), and has good right, full power, and lawful authority to convey and encumber all of the same as aforesaid; that Grantor hereby fully warrants the title to the Property and will defend the same and the validity and priority of the lien and encumbrance of this Mortgage against the lawful claims of all persons whomsoever; and Grantor further warrants that the Property is free and clear of all liens except as described on Exhibit B hereto.

If Grantor shall pay to Lender the Obligations, and if Grantor shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every one of the terms, covenants, conditions and agreements of this Mortgage, then this Mortgage and the estates and interests hereby granted and created shall cease, terminate and be null and void, and shall be discharged of record at the expense of Grantor.

Grantor, for the benefit of Lender and their respective successors and assigns, does hereby expressly covenant and agree as follows:

1. PAYMENT OF OBLIGATIONS. Grantor shall pay the Obligations promptly and punctually; and the Grantor shall promptly and punctually pay all other Obligations required to be paid by Grantor pursuant to the terms, covenants and conditions of this Mortgage.

2. PERFORMANCE OF OTHER OBLIGATIONS. Grantor shall perform, comply with and abide by each and every one of the terms, covenants, conditions and agreements contained and set forth in this Mortgage.

3. PRESERVATION AND MAINTENANCE OF PROPERTY; ACCESSIBILITY; HAZARDOUS WASTE.

(a) Grantor shall keep all Improvements now existing or hereafter erected on the Real Property in good order and repair. In furtherance of, and not by way of limitation upon, the foregoing covenant, Grantor shall effect such repairs as Lender may reasonably require, and from time to time make all needful and proper replacements so that the Improvements, Appurtenances, Fixtures will, at all times, be in good condition, fit and proper for the respective purposes for which it was originally erected or installed.

(b) Lender, and/or its agents, shall have the right and shall be permitted, but shall not be required, at all reasonable times, to enter upon and inspect the Property to insure compliance with the foregoing covenants, and any and all other terms, covenants, conditions and agreements set forth in this Mortgage.

4. PAYMENT OF TAXES, ASSESSMENTS AND OTHER CHARGES. Grantor shall pay or cause to be paid all taxes, assessments and other charges as already levied or assessed, or that may be hereafter levied or assessed, upon or against the Property, when the same shall become due and payable according to law, before delinquency, and before any interest or penalty shall attach thereto, and to deliver official receipts evidencing the payment of the same to Lender not later than thirty (30) days following the

payment of the same. Grantor shall have the right to contest, in good faith and in accordance with applicable laws and procedures, the proposed assessment of ad valorem taxes or special assessments by governmental authorities having jurisdiction over the Property; provided, however, Grantor shall give written notice of its intent to bring such an action to Lender, and Lender may, in its sole discretion, require Grantor to post a bond or other collateral satisfactory to Lender (and acceptable to the title company insuring this Mortgage) as a result of Grantor's act.

5. PAYMENT OF MORTGAGE TAXES. Grantor shall pay or cause to be paid any and all taxes which may be levied or assessed directly or indirectly upon the Obligations and/or this Mortgage (except for income taxes payable by Lender), without regard to any law which may be hereafter enacted imposing payment of the whole or any part thereof upon Lender, and its respective successors or assigns. Upon violation of this covenant, or upon the rendering by any court of competent jurisdiction of a decision that such a covenant by Grantor is legally inoperative, or if any court of competent jurisdiction shall render a decision that the rate of said tax when added to the rate of interest provided for in the Note exceeds the then maximum rate of interest allowed by law, then, and in any such event, the Obligations hereby secured shall, at the option of Lender, its successors or assigns, become immediately due and payable, anything contained in this Mortgage or in the Note secured hereby notwithstanding. The additional amounts which may become due and payable hereunder shall become a part of the indebtedness secured by this Mortgage.

6. HAZARD INSURANCE. Grantor shall continuously, during the term of this Mortgage, take reasonable steps to cause the Improvements, Appurtenances, and Fixtures, now or hereafter existing, erected, installed and located in or upon the Real Property, to be insured with extended coverage insurance against loss or damage resulting from fire, windstorm, flood, and such other hazards, casualties, contingencies and perils including, without limitation, other risks insured against by persons operating like properties in the locality of the Property, or otherwise reasonably deemed necessary or advisable by Lender, on such forms and with such deductibles as may be required by Lender (collectively, "Casualty Insurance"), covering the Property in the amount of the full replacement cost thereof, (without taking into account any depreciation) less excavating and foundation costs, and covering all loss or abatement of rental or other income, without a provision for co-insurance, in an amount equal to the scheduled rental income of the Property for at least twelve (12) months, or if applicable, business interruption insurance in an amount sufficient to pay debt service on the Note, operating expenses, taxes and insurance on the Property for a period of twelve (12) months, and covering loss by flood (if the Property lies in a Special Flood Hazard Area as designated on the Department of Housing and Urban Development's Maps, or other flood prone designation) in an amount equal to the outstanding principal balance of the Note or such other amount as approved by Lender. All such insurance shall be carried with a company or companies licensed to do business in the State, which is acceptable to Lender, which company or companies shall have a rating at the time this Mortgage is executed satisfactory to Lender. Upon Lender's request, Grantor shall provide to Lender current Acord forms evidencing the required coverage along with proof of payment of premiums. Each such policy of insurance shall contain a noncontributing loss payable clause in favor of and in a form acceptable to Lender, and shall provide for not less than ten (10) days prior written notice to Lender of any intent to modify, non-renew, cancel or terminate the policy or policies, or the expiration of such policies of insurance, or the exclusion of any individual risk such as acts of terrorism. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the Obligations secured hereby, all right, title and interest of Grantor, in and to any insurance policies then in force including any rights to unearned premiums, and in and to insurance proceeds then payable, shall pass to the purchaser or grantee.

In the event of loss by reason of hazards, casualties, contingencies and perils for which insurance has been required by Lender hereunder, Grantor shall give immediate notice thereof to Lender. Lender is hereby irrevocably appointed attorney-in-fact coupled with an interest for Lender to, at its option, make proof of loss and/or to file a claim thereunder. Each insurance company concerned is hereby notified, authorized and directed to make payment for such loss directly to Lender, instead of to Grantor and Lender jointly, and Grantor hereby authorizes Lender to adjust and compromise any losses for which insurance proceeds are payable under any of the aforesaid insurance policies and, after deducting the costs of

collection, to apply the proceeds of such insurance, at its option either: (a) to the restoration or repair of the insured Improvements, Appurtenances, and Fixtures, provided that, in the opinion and sole discretion of Lender, such restoration or repair is reasonably practical and, provided further, that, in the opinion and sole discretion of Lender, either: (i) the insurance proceeds so collected are sufficient to cover the cost of such restoration or repair of the damage or destruction with respect to which such proceeds were paid, or (ii) the insurance proceeds so collected are not sufficient alone to cover the cost of such restoration or repair, but are sufficient therefor when taken together with funds provided and made available by Grantor from other sources; in which event Lender shall make such insurance proceeds available to Grantor for the purpose of effecting such restoration or repair; but Lender shall not be obligated to see to the proper application of such insurance proceeds nor shall the amount of funds so released or used be deemed to be payment of or on account of the Obligations secured hereby; or (b) to the reduction of any portion of the Obligations as selected by Lender, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the Obligations are otherwise adequately secured, in which event such proceeds shall be applied at par against any portion of the Obligations. None of such actions taken by Lender shall be deemed to be or result in a waiver or impairment of any equity, lien or right of Lender under and by virtue of this Mortgage, nor will the application of such insurance proceeds to the reduction of the Obligations serve to cure any Default in the payment thereof. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the Obligations secured hereby, all right, title and interest of Grantor in and to any insurance policies then in force including any rights to unearned premiums and in and to insurance proceeds then payable, shall pass to the purchaser or grantee.

In case of Grantor's failure to keep the Property properly insured as required herein, Lender, its successors or assigns, may, at its option (but shall not be required to) acquire such insurance as required herein at Grantor's sole expense.

7. LIABILITY INSURANCE AND OTHER INSURANCE. Grantor shall carry and maintain or cause to be carried and maintained such commercial general liability insurance and other insurance as may from time to time be required by the Lender.

8. COMPLIANCE WITH LAWS. Grantor shall observe, abide by and comply with all federal, regional, state and local laws, codes, ordinances, statutes, rules, regulations, decisions, orders, requirements or decrees (collectively, the "Laws") relating to the Property enacted, promulgated or issued by any federal, state, county or local governmental or quasi-governmental authority or any agency or subdivision thereof having jurisdiction over Grantor or the Property ("Governmental Authority"), which now or hereafter affect Grantor or the Property, and observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, permits (including, but not limited to, zoning, variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the Property, or which have been granted to or contracted for by Grantor in connection with any existing, presently contemplated or future uses of the Property.

9. MAINTENANCE OF PERMITS. Grantor shall, or shall cause others to, obtain, keep and constantly maintain in full force and effect during the entire term of this Mortgage, all certificates, licenses and permits necessary to keep the Property operating for the Existing Use, except where such failure to do so, either with respect to the Property, or in the aggregate with all other properties securing payment of the Obligations, would not reasonably be expected to result in a Material Adverse Effect, and Grantor is diligently pursuing the reinstatement of any such certificates, licenses and permits that is not in full force and effect. Except as specifically provided for in this Mortgage, Grantor shall not assign, transfer or in any manner change such certificates, licenses or permits without first receiving the written consent of Lender.

10. EXECUTION OF ADDITIONAL DOCUMENTS. Grantor shall do, make, execute, acknowledge, witness and deliver all deeds, conveyances, mortgages, deeds of trust, assignments, estoppel certificates, subordination non-disturbance and attornments, notices of assignments, transfers, assurances, security agreements, financing statements and renewals thereof, and all other instruments or other acts

necessary, as Lender shall from time to time reasonably require for the purpose of better assuring, conveying, assigning, transferring, securing and confirming unto Lender the Property and rights hereby encumbered, created, conveyed, assigned or intended now or hereafter so to be encumbered, created, conveyed or assigned, or which Grantor may now be or may hereafter become bound to encumber, create, convey or assign to Lender, or for the purpose of carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage, and to pay all filing, registration or recording fees and all taxes, costs and other expenses, including Reasonable Attorneys' Fees, incident to the preparation, execution, acknowledgment, delivery and recordation of any of the same. By signing this Mortgage, Grantor authorizes Lender to file such financing statements, with or without the signature of Grantor, as Lender may elect, as may be necessary or desirable to perfect the lien of Lender's security interest in the Fixtures. Without limiting any other provision herein, Grantor hereby authorizes Lender to file one or more financing statements and any renewal or continuation statements thereof, describing the Property and the proceeds of the Property, including, without limitation, a financing statement covering "all Property (as defined in this Mortgage) of Grantor, all proceeds therefrom, and all rights and privileges with respect thereto." Grantor further authorizes Lender to file, with or without any additional signature from Grantor, as Lender may elect, such amendments and continuation statements as Lender may deem necessary or desirable from time to time to perfect or continue the lien of Lender's security interest in the Fixtures. Grantor hereby ratifies any financing statements that may have been filed by Lender in advance of the date hereof to perfect Lender's security interest in the Fixtures.

11. AFTER-ACQUIRED PROPERTY SECURED. Grantor hereby subjects to the lien of this Mortgage all right, title and interest of Grantor in and to all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Property hereinabove described, hereafter acquired by or released to Grantor, or constructed, assembled or placed by Grantor on the Real Property, and all conversions of the security constituted thereby.

12. PAYMENTS BY LENDER ON BEHALF OF GRANTOR. Grantor shall make or cause to be made, payment of any taxes, assessments or public charges on or with respect to the Property before the same shall become delinquent, and shall make payment of any insurance premiums or other charges, impositions, or liens herein or elsewhere required to be paid by Grantor, or if Grantor shall fail so to do, then Lender, at their sole option, but without obligation to do so, may make payment or payments of the same and also may redeem the Property from tax sale without any obligation to inquire into the validity of such taxes, assessments, charges, impositions or liens. In the case of any such payment by Lender, Grantor agrees to reimburse Lender, upon demand therefor, the amount of such payment and of any fees and expenses attendant in making the same, together with interest thereon at the lesser of either: (a) the highest rate of interest then allowed by the Laws of the State or, if controlling, the Laws of the United States, or (b) the interest rate for Default Interest; and until paid such amounts and interest shall be added to and become part of the Loan secured hereby to the same extent that this Mortgage secures the repayment of the Loan. In making payments authorized by the provisions of this Section 12, Lender may do so whenever it, in its reasonable judgment and discretion (and during the continuance of an Event of Default, their sole judgment), determine that such advance or advances are necessary or desirable to protect the full security intended to be afforded by this Mortgage. Neither the right nor the exercise of the rights herein granted to Lender to make any such payments as aforesaid shall preclude Lender from exercising its option to cause the Obligations secured hereby to become immediately due and payable by reason of Grantor's default in making such payments as hereinabove required.

13. CONDEMNATION; EMINENT DOMAIN. All claims and rights of action for, and all awards and other compensation heretofore or hereafter made to Grantor in any taking by eminent domain, recovery for inverse condemnation or by deed in lieu thereof, whether permanent or temporary, of all or any part of the Property or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any way, street, avenue, road, alley, passage or public place, are hereby assigned to Lender. Grantor hereby irrevocably appoints Lender as its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers Lender, at the option of Lender as said attorney-in-

fact, on behalf of Grantor, its successors and assigns, to adjust or compromise the claim for any such award, and alone to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, after deducting any expenses of collection:

(a) to hold such net proceeds without any allowance of interest, and make the same available for restoration or rebuilding of the Improvements, but only if (i) no Event of Default has occurred and is continuing, (ii) after such restoration and rebuilding value of the restored Property will not be diminished in any material respect and can be used substantially in the same manner as before the taking and (iii) such restoration or rebuilding is reasonably practicable. Such proceeds as may be available to Grantor under the preceding sentence shall be made available in the manner and under the same conditions as required under Section 6 hereof. If the proceeds are made available by Lender to reimburse Grantor for the cost of said restoration or rebuilding, any surplus which may remain out of said award after payment of such cost of restoration or rebuilding, shall be applied, without premium, on account of the Obligations at par, without premium, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the Obligations may otherwise be adequately secured; or

(b) if such net proceeds are not required to be made available to Grantor under subsection (a) above, then such net proceeds shall be applied by Lender as a credit upon any portion of the Obligations, as selected by Lender, notwithstanding the fact that the amount owing thereon may not then be due and payable, or that the Obligations are otherwise adequately secured.

Grantor further covenants and agrees to give Lender immediate notice of the actual or threatened commencement of any proceedings under eminent domain, and to deliver to Lender copies of any and all papers served in connection with any such proceedings. Grantor further covenants and agrees to make, execute and deliver to Lender, at any time or times, upon request, free, clear and discharged of any encumbrance of any kind whatsoever, any and all further assignments and/or other instruments deemed necessary by Lender for the purpose of validly and sufficiently assigning all such awards and other compensation heretofore or hereafter made to Lender (including the assignment of any award from the United States government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof).

14. COSTS OF COLLECTION. In the event that any portion of the Obligations is placed in the hands of an attorney for collection, or in the event that Lender shall become a party either as plaintiff or as defendant, in any action, suit, appeal or legal proceeding (including, without limitation, foreclosure, condemnation, bankruptcy, administrative proceedings or any proceeding wherein proof of claim is by law required to be filed), hearing, motion or application before any court or administrative body in relation to the Property or the lien and security interest granted or created hereby or herein, or for the recovery or protection of the Obligations or the Property, or for the foreclosure of this Mortgage, Grantor shall indemnify, save, defend and hold Lender harmless from and against any and all Losses incurred by Lender on account thereof, and Grantor shall repay, on demand, all such Losses, together with interest thereon until paid at the lesser of either (a) the highest rate of interest then allowed by the Laws of the State, or, if controlling, the Laws of the United States, or (b) a rate equal to Default Interest; all of which sums, if unpaid, shall be added to and become a part of the Obligations.

15. DEFAULT RATE. Any sums not paid when due, whether maturing by lapse of time or by reason of acceleration under the provisions of this Mortgage, and whether principal, interest or money owing for advancements pursuant to the terms of this Mortgage, shall bear interest until paid at the lesser of either (a) the highest rate of interest then allowed by the Laws of the State, or, if controlling, the Laws of the United States, or (b) a rate equal to Default Interest; all of which sums shall be added to and become a part of the Obligations.

16. SAVINGS CLAUSE. Notwithstanding any provisions in the Obligations or in this Mortgage to the contrary, the total liability for payments in the nature of interest, including but not limited

to Default Interest and late payment charges, shall not exceed the limits imposed by the Laws of the State or, if controlling, the Laws of the United States, relating to maximum allowable charges of interest. Lender shall not be entitled to receive, collect or apply, as interest on the Obligations, any amount in excess of the maximum lawful rate of interest permitted to be charged by any Laws. In the event the Lender ever receives, collects or applies as interest any such excess, such amount which would be excessive interest shall be applied to reduce the unpaid principal balance of the Obligations. If the unpaid principal balance of the Obligations has been paid in full, any remaining excess shall be forthwith returned to Grantor.

17. TIME IS OF THE ESSENCE; MONETARY AND NON-MONETARY DEFAULTS. It is understood by Grantor that time is of the essence hereof in connection with all obligations of Grantor herein.

A "Default" shall be deemed to exist hereunder if:

(a) an Event of Default (as such term is defined under the Loan Agreement) shall be continuing; or

(b) Grantor breaches any agreement contained herein (subject to the notice and cure period as set forth in the Loan Agreement).

Upon the occurrence and during the continuance of a Default, at the option of Lender, the principal of and the interest accrued on the Obligations and all other sums secured by this Mortgage shall immediately become due and payable as if all of said sums of money were originally stipulated to be paid on such day. In addition, Lender may avail itself of all rights and remedies provided by law or equity, and may foreclose or prosecute a suit at law or in equity as if all monies secured hereby had matured prior to its institution, anything in this Mortgage to the contrary notwithstanding. Except as required by applicable Laws or this Mortgage, Lender shall have no obligation to give Grantor notice of, or any period to cure any Default prior to exercising its rights, powers, privileges and remedies.

18. FORECLOSURE; OTHER REMEDIES. (a) Upon the occurrence of a Default, Lender may institute an action to foreclose this Mortgage as to the amount so declared due and payable, and thereupon the Property (or any portion thereof) shall be sold according to law to satisfy and pay the same, together with all costs, expenses and allowances thereof, including, without limitation, Reasonable Attorneys' Fees. The Property may be sold in one parcel, several parcels or groups of parcels, and Lender shall be entitled to bid at the sale, and, if the Lender is the highest bidder for the Property or any part or parts thereof, Lender shall be entitled to purchase the same. The failure or omission on the part of Lender to exercise the option for acceleration of maturity of the Obligations and foreclosure of this Mortgage following any Default as aforesaid or to exercise any other option or remedy granted hereunder to Lender when entitled to do so in any one or more instances, or the acceptance by Lender of partial payment of the Obligations secured hereby, whether before or subsequent to any Default hereunder, shall not constitute a waiver of any such Default or the right to exercise any such option or remedy, but such option or remedy shall remain continuously in force. Acceleration of the maturity of the Obligations, once claimed hereunder by Lender, at the option of Lender, may be rescinded by written acknowledgment to that effect by Lender, but the tender and acceptance of partial payments alone shall not in any way either affect or rescind such acceleration of maturity, nor act as a waiver, accord and satisfaction, modification, novation or similar defense.

(b) In addition to the rights and remedies, contained in this Section, Lender shall have all of the additional rights and remedies contained in this Mortgage.

19. PROTECTION OF LENDER' SECURITY. At any time during the continuation of a Default hereunder, Lender, or Lender's agents or contractors, is authorized, without notice and in Lender's sole discretion, to enter upon and take possession of the Property or any part thereof, and to perform any

acts which Lender deems necessary or proper to conserve the security interest herein intended to be provided by the Property, to operate any business or businesses conducted thereon, and to collect and receive all Rents thereof and therefrom, including those past due as well as those accruing thereafter.

20. APPOINTMENT OF RECEIVER. If, at any time after a Default hereunder, Lender deems, in Lender's sole discretion, that a receivership may be necessary to protect the Property or its Rents, whether before or after maturity of the Obligations and whether before or at the time of or after the institution of foreclosure or suit to collect the Obligations or to enforce this Mortgage, Lender, as a matter of strict right and regardless of the value of the Property or the amounts due hereunder or secured hereby, or of the solvency of any party bound for the payment of such indebtedness, shall have the right, upon ex parte application and without notice to anyone, and by any court having jurisdiction, to the appointment of a receiver to take charge of, manage, preserve, protect and operate the Property, to collect the Rents thereof, to make all necessary and needful repairs, and to pay all taxes, assessments, insurance premiums and other such charges against and expenses of the Property, and to do such other acts as may by such court be authorized and directed, and after payment of the expenses of the receivership and the management of the Property, to apply the net proceeds of such receivership in reduction of the Obligations or in such other manner as the said court shall direct notwithstanding the fact that the amount owing thereon may not then be due and payable or the said Obligations are otherwise adequately secured. Such receivership shall, at the option of Lender, continue until full payment of all sums hereby secured or until title to the Property shall have passed by sale under this Mortgage. Grantor hereby specifically waives its right to object to the appointment of a receiver as aforesaid, and hereby expressly agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender.

21. RIGHTS AND REMEDIES CUMULATIVE; FORBEARANCE NOT A WAIVER. The rights and remedies herein provided are cumulative, and Lender, as the holder of the Obligations and of every other obligation secured hereby, may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting any right or remedy available to Lender and without affecting or impairing the security of any right or remedy afforded hereby, and no enumeration of special rights or powers by any provisions hereof shall be construed to limit any grant of general rights or powers, or to take away or limit any and all rights granted to or vested in Lender by law or equity. Grantor further agrees that no delay or omission on the part of Lender to exercise any rights or powers accruing to it hereunder shall impair any such right or power, or shall be construed to be a waiver of any such Default hereunder or an acquiescence therein; and every right, power and remedy granted herein or by law or equity to Lender may be exercised from time to time as often as Lender deems expedient.

Lender may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the Obligations, in whole or in part, and in such portions and in such order as may seem best to Lender in its sole discretion, and any such action shall not be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force pertaining to the rights and remedies of sureties or providing for any appraisal, valuation, stay, extension or redemption, and Grantor, for Grantor and Grantor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of intention to mature or declare due the whole of the secured indebtedness, notice of election to mature or declare due the whole of the secured indebtedness and all rights to a marshaling of the assets of Grantor, and/or Grantor including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created. Grantor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of Lender under the terms of this Mortgage to a sale of the Property for the collection of the secured indebtedness without any prior

or different resort for collection, or the right of Lender under the terms of this Mortgage to the payment of such indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. If any law referred to in this Section and now in force, of which Grantor or Grantor's heirs, devisees, representatives, successors and assigns and such other persons claiming any interest in the Property might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

22. MODIFICATION NOT AN IMPAIRMENT OF SECURITY. Lender, without notice and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior mortgages, deeds of trust, or other liens thereon, may release any part of the security described herein, or may release any person or entity liable for the Obligations secured hereby without in any way affecting the priority of this Mortgage, to the full extent of the Obligations remaining unpaid hereunder, upon any part of the security not expressly released. Lender may, at its option and within Lender's sole discretion, also agree with any party obligated on the Obligations, or having any interest in the security described herein, to extend the time for payment of any part or all of the Obligations, and such agreement shall not, in any way, release or impair this Mortgage, but shall extend the same as against the title of all parties having any interest in said security, which interest is subject to this Mortgage.

23. FURTHER ENCUMBRANCE PROHIBITED; SUBROGATION. So long as the Obligations remain unpaid, Grantor shall not, either voluntarily or involuntarily, permit the Property or any part thereof to become subject to any secondary or subordinate lien, mortgage, deed of trust, security interest or encumbrance of any kind whatsoever without the prior written consent of Lender.

24. FUTURE ADVANCES SECURED. 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. Upon the request of Grantor, and at Lender's option prior to release of this Mortgage, Lender may make future advances to Grantor. All future advances with interest thereon shall be secured by this Mortgage to the same extent as if such future advances were made on the date of the execution of this Mortgage unless the parties shall agree otherwise in writing. Any advances or disbursements made for the benefit or protection of or the payment of taxes, assessments, levies or insurance upon the Property, with interest on such disbursements as provided herein, shall be added to the principal balance of the Obligations and collected as a part thereof.

25. EFFECT OF SECURITY AGREEMENT; FIXTURE FILING. Grantor agrees to, and shall upon the request of Lender, execute and deliver to Lender, in form and content satisfactory to Lender, such financing statements, descriptions of property and such further assurances as Lender, in Lender's sole discretion, may from time to time consider necessary to create, perfect, continue and preserve the lien and encumbrances hereof, and the security interest granted herein, upon and in the Property.

This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Grantor is the "Debtor" and its name and mailing address are set forth below in this Section. Lender is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth below in this Section. A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in the Witnesseth Sections of this Mortgage.

FIXTURE FILING: THIS MORTGAGE SHALL BE EFFECTIVE AS A FIXTURE FILING AND IS TO BE FILED IN THE COUNTY RECORDING OFFICE. FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE THE FOLLOWING INFORMATION IS FURNISHED:

- (a) the name and address of the debtor (Grantor) and owner of the Real Property described in this Mortgage is:

Blue Rain Express Car Wash, LLC
2109 Natalie Lane,
Hoover, Alabama 35244

- (b) the name and address of the secured party is:

CenterState Bank, N.A.
1951 8th Street NW
Winter Haven, Florida 33881

- (c) Information concerning the security interest evidenced by this instrument may be obtained from the secured party at its address above.

- (d) This document covers goods which are or are to become fixtures.

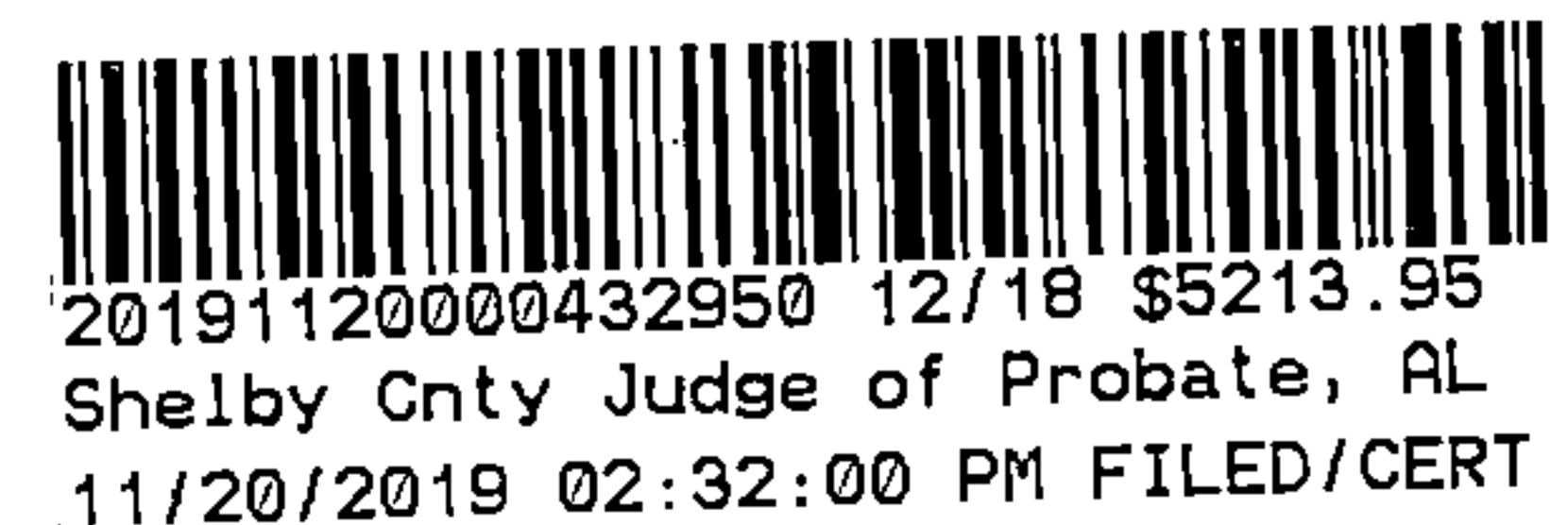
26. SUCCESSORS AND ASSIGNS; TERMINOLOGY. The provisions hereof shall be binding upon Grantor and the heirs, personal representatives, trustees, successors and assigns of Grantor, and shall inure to the benefit of Lender and its respective successors and assigns. Where more than one Grantor is named herein, the obligations and liabilities of said Grantor shall be joint and several.

Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein: (a) the word "Grantor" shall mean Grantor and/or any subsequent owner or owners of the Property; (b) the word "Lender" shall mean Lender or any subsequent holder or holders of the Obligations secured by this Mortgage; and (c) the word "person" shall mean an individual, trustee, trust, corporation, partnership, limited liability corporation, limited liability partnership, joint venture or unincorporated association. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean fees charged by attorneys selected by Lender based upon such attorneys' then prevailing hourly rates as opposed to any statutory presumption specified by any statute then in effect in the State. As used herein words of any gender shall include all other genders.

27. NOTICES. All notices, reports, requests or other written instruments required or permitted hereunder, shall be in writing, signed by the party giving or making the same, and shall be sent hand-delivered, effective upon receipt, sent by United States Express Mail or by a nationally recognized overnight courier, effective upon receipt, or sent by United States registered or certified mail, postage prepaid, with return receipt requested, deemed effective on the earlier of the day of actual delivery as shown by the addressee's return receipt or the expiration of three business days after the date of mailing, addressed to the party intended to receive the same at the address set forth below or at such other address as shall be given in writing by any party to another ("Written Notice"):

If to Grantor: Blue Rain Express Car Wash, LLC
2109 Natalie Lane
Hoover, Alabama 35244

If to Lender: CenterState Bank, N.A.
1951 8th Street NW
Winter Haven, Florida 33881



28. GOVERNING LAW; WAIVER OF JURY TRIAL; SEVERABILITY. GRANTOR, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES,

RELINQUISHES AND FOREVER FORGOES HEREBY THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY TORT ACTION, AGAINST ANY OF LENDER, AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO OR IN CONNECTION WITH ANY OF THE NOTE, THIS MORTGAGE, THE OBLIGATIONS OR ANY COURSE OF CONDUCT, ACT, OMISSION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, LENDER'S DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDER), IN CONNECTION WITH THE OBLIGATIONS, INCLUDING, WITHOUT LIMITATION, IN ANY COUNTERCLAIM WHICH ANY PARTY MAY BE PERMITTED TO ASSERT THEREUNDER, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL LENDER OR ITS RESPECTIVE SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS PROFITS OR OPPORTUNITY) AND BY ITS EXECUTION HEREOF, GRANTOR WAIVES ANY RIGHT TO CLAIM OR SEEK ANY SUCH DAMAGES. This Mortgage and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the internal laws of the State, without regard to principles of conflicts of laws. The parties hereto irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Mortgage may be brought in a court of record in the State or in the courts of the United States of America located in such State, (b) consent to the non-exclusive jurisdiction of each such court in any suit, action or proceeding, and (c) waive any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. If any clauses or provisions herein contained operate, or would prospectively operate, to invalidate this Mortgage, then such clauses or provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

29. RIGHTS OF LENDER CUMULATIVE. The rights of Lender arising under the terms, covenants, conditions and agreements contained in this Mortgage shall be separate, distinct and cumulative, and none of them shall be in exclusion of the others. No act of the Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding. If Grantor is comprised of more than one person or entity, then the liability of each such person and entity hereunder shall be joint and several.

30. MODIFICATIONS. This Mortgage cannot be changed, altered, amended or modified except by an agreement in writing and in recordable form, executed by both Grantor and Lender.

31. CAPTIONS. The captions set forth at the beginning of the various Sections of this Mortgage are for convenience only, and shall not be used to interpret or construe the provisions of this Mortgage.

32. WAIVER OF HOMESTEAD. Grantor hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Mortgaged Property as against the collection of the Obligations, or any part thereof.

33. Small Business Administration. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations.

(a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.


(b) Lender or SBA may use local or state procedures for purposes such as filing

papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument. The term "Guarantor" as used herein shall mean any guarantor of the Loan.

34. ARC Fixed Rate. CenterState Bank, N.A. d/b/a ARC Fixed Rate Provider (including its successors and assigns) ("Fixed Rate Provider"), is an additional secured party under this Mortgage. Any of the terms "Mortgagee", "Beneficiary", "Secured Party", "Lender" or other term intended to reference the entity benefiting from the security interest or lien created hereunder to secure Borrower's obligations is deemed to include Fixed Rate Provider. Any of the terms "Obligations", "Secured Obligations", "Debt", "Secured Debt" or other terms intended to reference Borrower's obligations secured hereunder is deemed to include obligations owed by Borrower to Fixed Rate Provider under the Rate Conversion Agreement between Fixed Rate Provider and Borrower, dated on or about the date hereof (such agreement, as the same may be amended or modified, the "Rate Conversion Agreement"). As additional security for Borrower's obligations to Lender secured hereunder, Borrower pledges to Lender and grants Lender a first priority lien and security interest in any Early Unwind Amount (as defined in the Rate Conversion Agreement) owed to Borrower under the Rate Conversion Agreement.

[SIGNATURES ON FOLLOWING PAGE]


20191120000432950 14/18 \$5213.95
Shelby Cnty Judge of Probate, AL
11/20/2019 02:32:00 PM FILED/CERT

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

GRANTOR:

BLUE RAIN EXPRESS CAR WASH, LLC, a Delaware limited liability company

By: David Warren Bailey (SEAL)
David Warren Bailey, Manager

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DAVID WARREN BAILEY, whose name as Manager of Blue Rain Express Car Wash, LLC, a Delaware limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and seal on this the 14 day of November, 2019.



Paul Ehrhardt

Notary Public

My Commission Expires:

7/10/23

[SEAL]

THIS INSTRUMENT PREPARED BY:

Amy L. Baker
STITES & HARBISON, PLLC
303 Peachtree Street, NE, Suite 2800
Atlanta, Georgia 30308
Telephone: (404) 739-8800

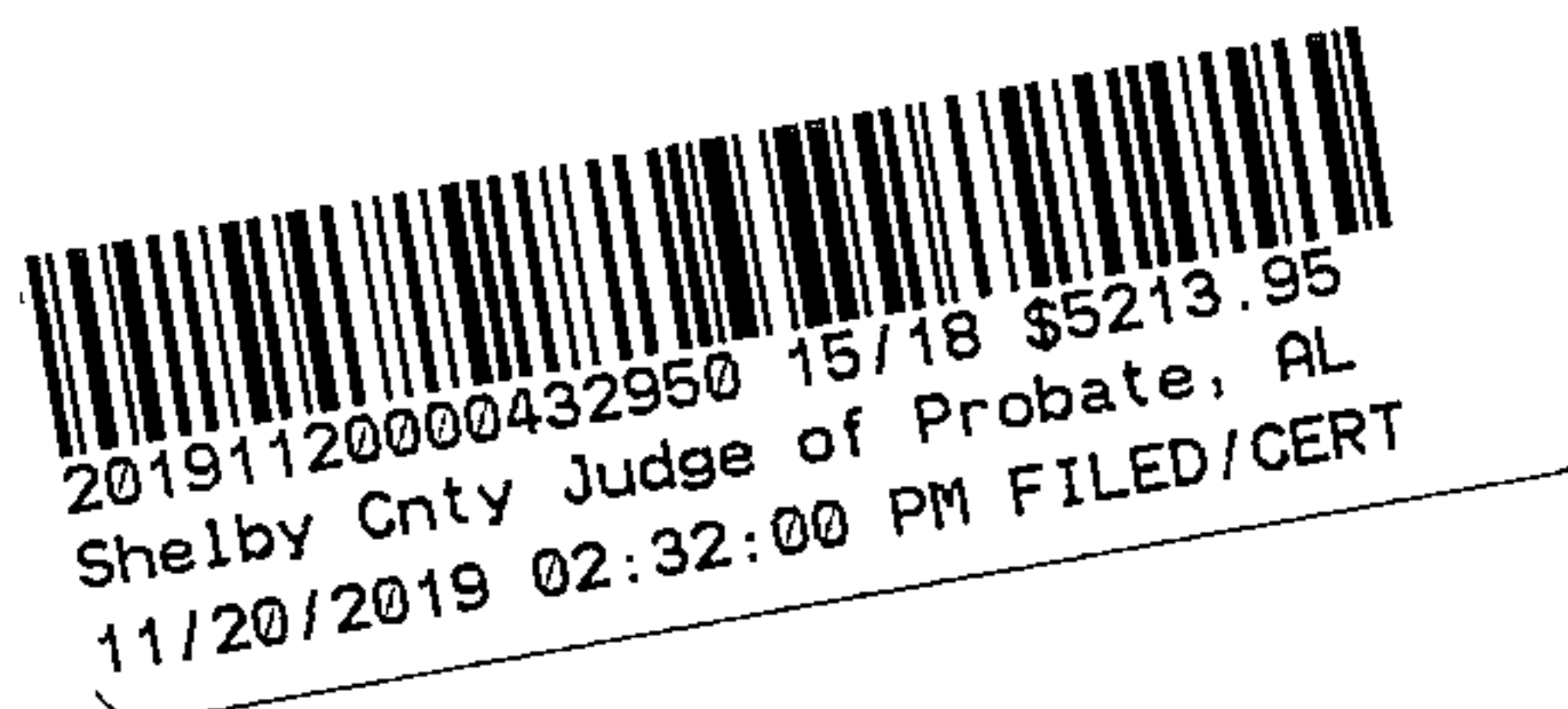


EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Shelby County, Alabama and being more particularly described as follows:

Lot 1, Tattersall Park Survey No. 1, as recorded in Map Book 46, Page 85, in the Probate Office of Shelby County, Alabama.

Being the same property conveyed from Ebsco Industries, Inc., a Delaware corporation, to Blue Rain Express Car Wash, LLC, a Delaware limited liability company, by Statutory Warranty Deed dated December 13, 2016 and recorded as Instrument No. 20161214000455530 in the Probate Office of Shelby County, Alabama.

Tax Parcel No. 03-9-32-0-001-006.010

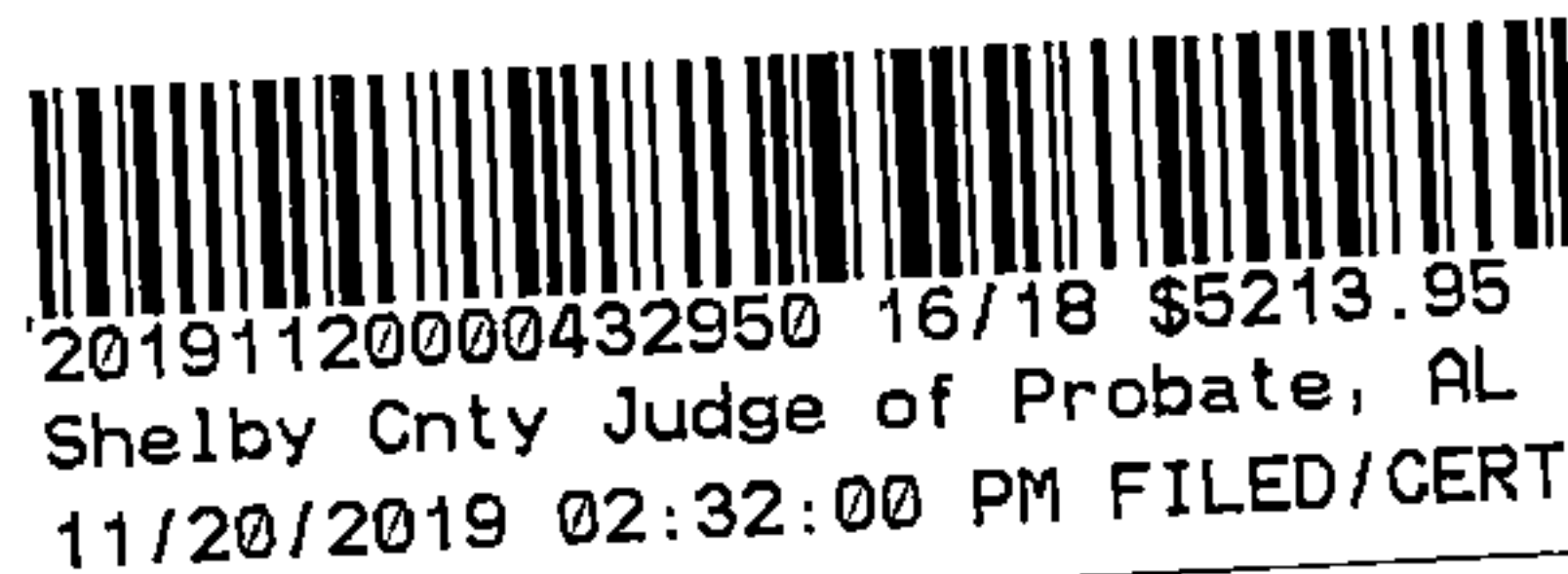


EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Taxes for the year 2020 and subsequent years, which are not yet due and payable.
2. All matters shown by plat of Tattersall Park No. 1, as recorded in Map Book 46, Page 85, of the Probate Records of Shelby County, Alabama.
3. Transmission line permit to Alabama Power Company, recorded in Volume 109, Page 499, and Volume 239, Page 214, aforesaid records.
4. Restrictive Use and Reciprocal Easement Agreement recorded in Instrument No. 2015021300004817 and Instrument No. 20161214000455550, aforesaid records.
5. Right of Way granted to Alabama Power Company recorded in Instrument No. 20170922000346180, aforesaid records.
6. Right of Way granted to Alabama Power Company recorded in Instrument No. 20160209000042020, aforesaid records.

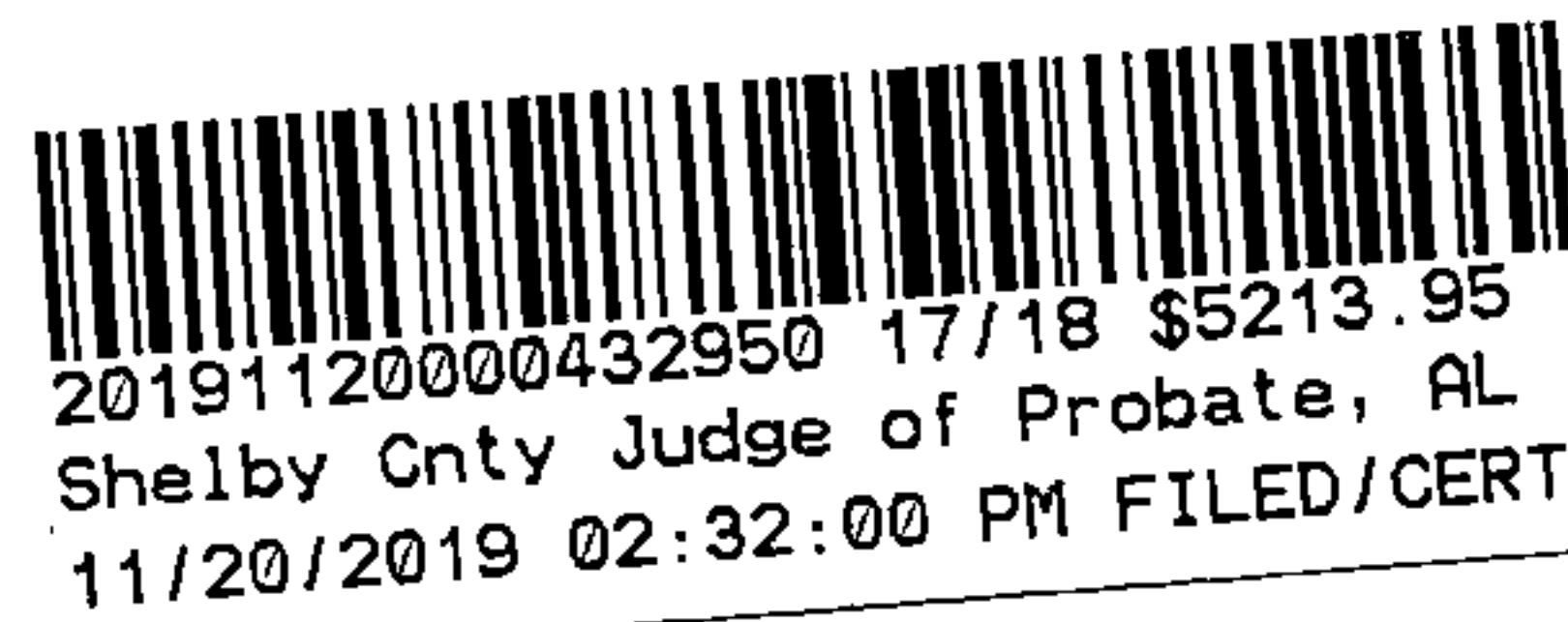


EXHIBIT "A"
LEGAL DESCRIPTION

Land located in Tallapoosa County, Alabama, as more particularly described as follows:

Unit 507, Phase IV, of Villas on the Harbor, a Condominium located in Still Waters, Tallapoosa County, Alabama, as established by the Declaration of Condominium of Villas on the Harbor, dated 4-13-89, recorded on Card No. 054226, and First Amendment to Declaration of Condominium of Villas on the Harbor, a Condominium (Phase II), dated 7-15-90, recorded on Card No. 062862; and Second Amendment to Declaration of Condominium of Villas on the Harbor, a Condominium (Phase III) dated 6-13-91, recorded in Card No. 069241, as amended and corrected by amendments and corrections to Second Amendment Declaration of Condominium of Villas on the Harbor, a Condominium (Phase III) dated 8-16-91, recorded on Card No. 070392 and dated 9-3-91, recorded on Card No. 070709; and Third Amendment to Declaration of Condominium of Villas on the Harbor, a Condominium (Phase IV) dated 4-7-92, recorded on Card No. 074959, in the Office of the Judge of Probate of Tallapoosa County, Alabama, to which Declaration the By-Laws of Villas on the Harbor Owner's Association, Inc., recorded in Card No. 054228, in said Probate Office; and as shown on the Plans and Architectural drawings attached to said Third Amendment to Declaration of Condominium (Phase IV), recorded on Card Na. 074959, and as shown on the survey plat of Condominium Phase IV property recorded in Plat Book 7, Page 156, in said Probate Office; together with an undivided one thirty-fifth (1/35th) interest in the common elements assigned to said Unit by the said Third Amendment to the Declaration of Condominium.

Being the same property conveyed by William R. Maxey and Patricia L. Maxey, as Trustees, to Sandra Faye Bailey pursuant to the Warranty Deed dated April 30, 1999 and recorded on Card No. 141234 of the Probate Records of Tallapoosa County, Alabama.

Tax Parcel No. 20-01-12-0-001-507.000

