

ATKINS FAMILY, LLC (Mortgagor)

to

BBVA USA (Mortgagee)


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**MORTGAGE, SECURITY AGREEMENT,
FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS**

Dated: As of January 31, 2020

PREPARED BY AND UPON
RECORDATION RETURN TO:

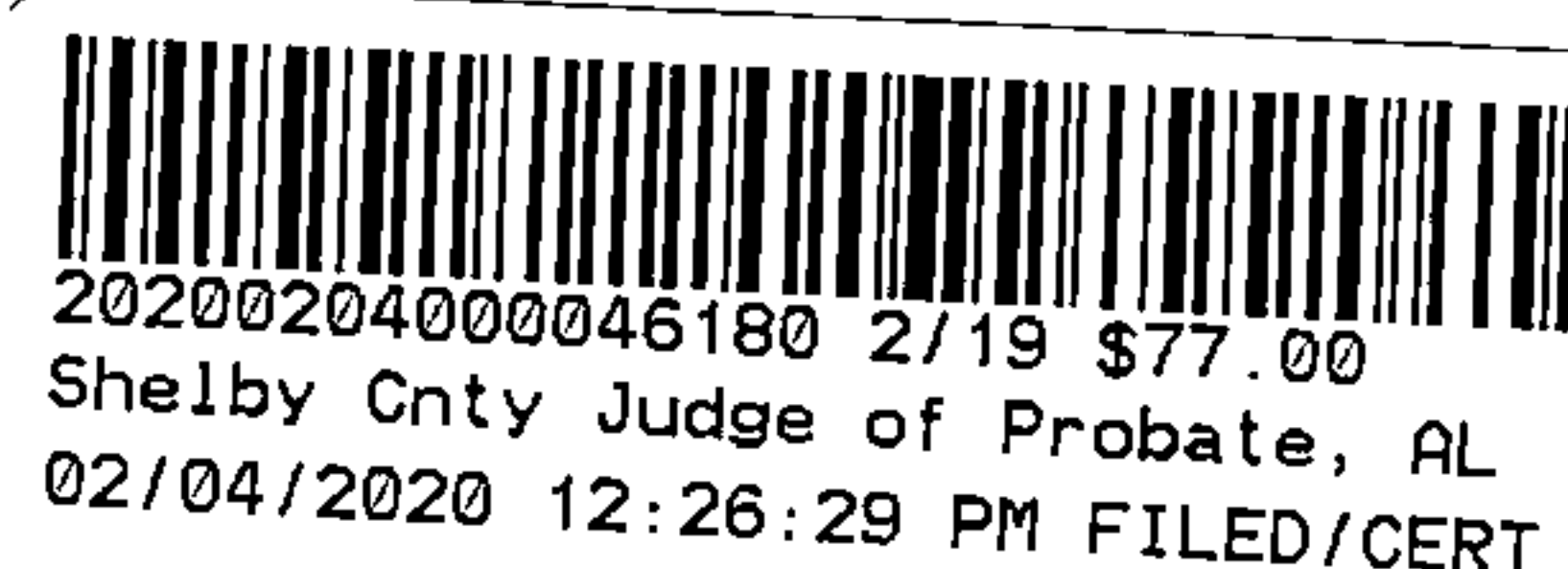
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203
(205) 251-8100
Attention: J. Corbitt Tate

THIS INSTRUMENT IS ALSO A FINANCING STATEMENT FILED AS A FIXTURE FILING, PURSUANT TO THE CODE OF ALABAMA (1975), § 7-9A-502(c) AND IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS UNDER THE NAMES OF MORTGAGOR, AS DEBTOR, AND MORTGAGEE, AS SECURED PARTY. THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE IS \$4,900,000.00.

NOTE TO PROBATE OFFICE: The indebtedness secured by this Mortgage is secured by property located in Jefferson County, Alabama and Shelby County, Alabama (collectively, the "**Alabama Property**"). The value of the property located in Jefferson County, Alabama constitutes 84.9% of the total value of the Alabama Property, and the value of the property located in Shelby County, Alabama constitutes 15.1% of the total value of the Alabama Property. Mortgage recording tax in the amount of \$7,350.00 shall be paid upon the recording of this Mortgage in Jefferson County, Alabama, which is the total amount of mortgage tax due.

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EXHIBITS

Exhibit A Legal Description



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MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS

THIS MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS (as it may be from time to time amended, modified, extended, substituted, and/or supplemented, this "*Mortgage*") is entered into as of the date fully executed, but made effective as of this 31st day of January, 2020, by **ATKINS FAMILY, LLC**, an Alabama limited liability company ("*Mortgagor*"), to and for the benefit of **BBVA USA**, an Alabama banking corporation ("*Mortgagee*").

ARTICLE 1

DEFINITIONS AND TERMS

1.1 Defined Terms. Unless otherwise defined in this Mortgage, or unless the context otherwise requires, each capitalized term used in this Mortgage shall have the meaning given such term in the Credit Agreement (defined below). As used in this Mortgage, the following terms shall have the following meanings:

Credit Agreement means that certain Credit Agreement dated of even date herewith among Mortgagor, as borrower, certain affiliates of Mortgagor from time to time party thereto, and Mortgagee, as lender, together with all schedules, exhibits, and annexes thereto, in each case, as amended, restated, or supplemented from time to time.

Event of Default means an "Event of Default" under, and as defined in, the Credit Agreement.


Fixtures means (a) all materials, supplies, equipment, apparatus, and other items now or hereafter attached to, installed on or in the Land or the Improvements, or which in some fashion are deemed to be fixtures to the Land or Improvements under Applicable Law, other than those owned by tenants under any Lease, and (b) all items of Personal Property to the extent that the same may be deemed fixtures under Applicable Law.

Mortgagor means the above defined Mortgagor and any and all subsequent record or equitable owners of the Mortgaged Property.

Impositions means all real estate and personal property taxes; water, gas, sewer, electricity, and other utility rates and charges; charges for any easement, license, or agreement maintained for the benefit of the Mortgaged Property, and all other taxes, standby fees, charges, and assessments and any interest, costs, or penalties with respect thereto of any kind and or character whatsoever which at any time before or after the execution of this Mortgage may be assessed, levied, or imposed upon the Mortgaged Property or the ownership, use, occupancy, or enjoyment thereof.

Improvements means all buildings, structures, open parking areas, and other improvements, and any and all accessions, additions, replacements, substitutions, or alterations thereof or appurtenances thereto, now or at any time hereafter situated, placed, constructed, or renovated upon the Land or any part of the Land.

Land means the real estate or any interest therein described in *Exhibit A* attached hereto and made a part hereof, together with all Improvements and Fixtures and all rights, titles, and interests appurtenant thereto.


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Lease means (a) any lease, sublease, license, concession, or other agreement (written or oral, now or hereafter in effect) which grants a possessory interest in and to, or the right to extract from, mine, occupy, sell or use the Mortgaged Property, and (b) all other agreements, including, but not limited to, utility contracts, maintenance agreements, and service contracts which in any way relate to the use, occupancy, operations, maintenance, enjoyment, or ownership of the Mortgaged Property, save and except any and all leases, subleases, or other agreements pursuant to which Mortgagor is granted a possessory interest in the Land.

Legal Requirements means (a) any and all present and future Applicable Laws respecting the ownership, use, occupancy, possession, operation, construction, maintenance, alteration, repair, or reconstruction of the Mortgage Property, (b) Mortgagor's Organizational Documents, (c) any and all Leases and other contracts (written or oral) of any nature to which Mortgagor may be bound, and (d) any and all restrictions, reservations, conditions, easements, or other covenants or agreements of record affecting the Mortgaged Property.

Mortgaged Property means all, any portion, or any interest in, the Land, Improvements, Fixtures, Personal Property, Leases, and Rents, together with (a) all rights, privileges, tenements, hereditaments, rights of way, easements, appendages, and appurtenances in anywise appertaining thereto, and all of Mortgagor's right, title and interest in and to any streets, ways, alleys, strips, or gores of land adjoining the Land or any part therein, (b) all betterments, accessions, additions, appurtenances, substitutions, replacements, and revisions thereof and thereto and all reversions and remainders therein, (c) all other interest of every kind and character which Mortgagor now has or at any time hereafter acquires in and to the above described and all property which is used or useful in connection therewith, including rights of ingress and egress, easements, licenses, and all reversionary rights or interests of Mortgagor with respect to such property. To the extent permitted by Applicable Law and the Legal Requirements, all of the Personal Property and Fixtures are to be deemed and held to be a part of and affixed to the Land.

Personal Property means all of Mortgagor's right, title, and interest in and to all tangible and intangible personal property, whether or not Fixtures, including all equipment, inventory, goods, consumer goods, accounts, chattel paper, instruments, money, general intangibles, documents, minerals, crops, and timber which are attached to, installed, placed, or used on or in connection with, or is acquired for such attachment, installation, placement, or use, or which arises out of the improvement, financing, leasing, operation, or use of, the Land, the Improvements, Fixtures, or other goods located on the Land or Improvements, together with all additions, accessions, accessories, amendments, and modifications thereto, extensions, renewals, enlargements, and proceeds thereof, substitutions therefor, and income and profits therefrom.

Rents means all of the rents, revenues, income, proceeds, royalties, profits, and other benefits paid or payable for using, leasing, licensing, possessing, operating from or in, residing in, selling, mining, extracting, or otherwise enjoying or using the Mortgaged Property.

Secured Obligations means (a) the Term Note, (b) the Obligations under and as defined in the Credit Agreement, including, without limitation, amounts that would become due but for operation of any applicable provision of Title 11 of the United States Code (including 11 U.S.C. §§ 502 and 506), together with all pre- and post-maturity interest thereon, which shall include, without limitation, all post-petition interest if Mortgagor voluntarily or involuntarily files for bankruptcy protection, (c) all indebtedness, liabilities, and obligations of Mortgagor arising under this Mortgage, (d) interest accruing on, and reasonable attorneys' fees, court costs, and other costs of collection reasonably incurred in the collection or enforcement of, any of the indebtedness, liabilities, or obligations described in *clauses (a), (b) and (c)* above, and (e) any and all renewals

and extensions of, or amendments to, any of the indebtedness, liabilities, and obligations described in *clauses (a) through (d)* above, together with all funds hereafter advanced by Mortgagee to or for the benefit of Mortgagor as contemplated by any covenant or provision contained in any Loan Document including this Mortgage, it being contemplated that Mortgagor may hereafter become further indebted to Mortgagee in further sum or sums. For the avoidance of doubt, the Secured Obligations shall not include any Excluded Swap Obligation.

Term Note means that certain Term Note dated of even date herewith in the original principal amount of \$4,900,000.00, executed by Mortgagor in favor of Mortgagee.

1.2 Interpretive Provisions. All words, terms and provisions of the Credit Agreement shall be applied to this Mortgage in the same manner as applied in the Credit Agreement.

ARTICLE 2

GRANT OF LIEN; HABENDUM CLAUSE; ASSIGNMENT OF LEASES AND RENTS.

2.1 Grant of Lien; Habendum Clause. To secure the full and timely payment of the Secured Obligations and the full and timely performance and discharge of Mortgagor's obligations under this Mortgage, Mortgagor has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Mortgagee, its successors and assigns, the Mortgaged Property, TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Mortgagee, its successors and assigns forever, with power of sale, and Mortgagor does hereby bind itself, and its successors, legal representatives, and assigns to warrant and forever defend the title to the Mortgaged Property unto the Mortgagee against every Person whomsoever lawfully claiming or to claim the same or any part thereof.

2.2 Subrogation. The Mortgagee is hereby subrogated to the claims and liens of all parties whose claims or liens are fully or partially discharged or paid with the proceeds of the Secured Obligations secured by this Mortgage, notwithstanding that such claims or liens may have been cancelled and satisfied of record.

2.3 Assignment of Leases and Rents.

(a) Mortgagor hereby absolutely, irrevocably and unconditionally grants, transfers, and assigns to Mortgagee all of Mortgagor's right, title, and interest in and to any and all Leases and Rents.

(b) Subject to the terms of the Credit Agreement, if an Event of Default has occurred and is continuing, Mortgagee shall have the right, power, and authority: (i) to notify any and all tenants and other obligors on Leases that the Leases have been assigned to Mortgagee and that all Rents are to be paid directly to Mortgagee whether or not Mortgagee has foreclosed or commenced foreclosure proceedings against the Mortgaged Property and whether or not Mortgagee has taken possession of the Mortgaged Property; (ii) to settle, compromise, or release, on terms acceptable to Mortgagee, in whole or in part, any Rents and any amounts owing on the Leases; (iii) to enforce payment of Rents, prosecute any action or proceeding, and to defend legal proceedings with respect to any and all Rents and Leases; (iv) to extend the time of payment, make allowances, adjustments, and discounts under the Leases; (v) to enter upon, take possession of, and operate the Mortgaged Property; (vi) to lease all or any part of the Mortgaged Property; and (vii) to enforce all other rights of the lessor or sublessor under the Leases.

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(c) Subject to the provisions of *Section 2.3(d)* below granting Mortgagor a revocable, limited license, Mortgagee has the right, power, and authority to use and apply any Rents received hereunder as Mortgagee may in its sole and absolute discretion deem advisable for the payment of (i) any and all costs and expenses incurred in connection with enforcing or defending the terms of this Mortgage or the rights of Mortgagee hereunder, collecting any Rents, for the operation and maintenance of the Property, and the payment of all costs and expenses in connection therewith, and (ii) the Secured Obligations.

(d) Subject to the terms of the Credit Agreement, Mortgagor shall have a revocable license to collect and receive the Rents and to retain, use, and enjoy such Rents subject to the terms and conditions hereof. Such license may be revoked by Mortgagee, without notice to Mortgagor, upon the occurrence of an Event of Default.

(e) Notwithstanding anything herein to the contrary, Mortgagee shall not be obligated to perform or discharge, and Mortgagee does not undertake to perform or discharge, any obligation, duty, or liability with respect to the Leases and the Rents under or by reason of this Mortgage and the assignment of Leases and Rents provided for herein. This assignment shall not operate to place responsibility for the control, care, maintenance, or repair of the Mortgaged Property upon Mortgagee or to make Mortgagee responsible or liable for any liabilities or losses associated with or arising from the Mortgaged Property, including, but not limited to, any waste committed on the Mortgaged Property by any tenant or other Person, for any dangerous or defective condition of the Mortgaged Property, or for the acts or omissions of Mortgagor or any tenant or other Person in the management, upkeep, repair, or control of the Mortgaged Property.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES.

3.1 Mortgage Lien. Mortgagor hereby unconditionally represents and warrants to the Mortgagee that this Mortgage constitutes a valid, subsisting lien on the Land, the Improvements, and the Fixtures, and a valid, subsisting security interest in and to the Personal Property and a valid, subsisting assignment of the Leases and Rents. Mortgagor shall make, execute, acknowledge and deliver all such further or other deeds, documents, instruments, or assurances, and cause to be done all such further acts as may at any time hereafter be reasonably required by Mortgagee to protect fully the lien of this Mortgage.

3.2 Warrant Title. Mortgagor is seized of an indefeasible estate in fee simple in and to the Land and hereby warrants to Mortgagee the title to the Land. Mortgagor hereby covenants that Mortgagor shall preserve such title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same to Mortgagee against all lawful claims whatsoever and the claims of all Persons whomsoever claiming or threatening to claim the same or any part thereof.

ARTICLE 4

AFFIRMATIVE COVENANTS

Mortgagor acknowledges that certain covenants in the Credit Agreement are applicable to it or shall be imposed upon it and Mortgagor covenants and agrees to comply with each of them. Furthermore, Mortgagor hereby unconditionally covenants and agrees with Mortgagee as follows:

4.1 Payment of Impositions. Mortgagor will pay and discharge, or cause to be paid and discharged, the Impositions and Mortgagor's obligations to materialmen, mechanics, carriers,

warehousemen, or other like Persons as and when required to be paid pursuant to the terms of the Credit Agreement unless contested in good faith by appropriate proceedings.

4.2 Repair. Mortgagor will keep the Mortgaged Property in good order and condition and presenting a good appearance and will make all repairs, replacements, renewals, additions, betterments, improvements, and alterations thereof and thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, which are necessary or reasonably appropriate to keep same in such order and condition.

4.3 Defense of Title. If the title of Mortgagee to, or the interest of Mortgagee in, the Mortgaged Property or any part thereof, shall be endangered or shall be attacked, directly or indirectly, Mortgagor shall, at Mortgagor's expense, take all necessary and proper steps for the defense of such title or interest, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against such title or interest in the Mortgaged Property. In the event of Mortgagor's failure or inability to proceed initially as provided above, Mortgagee (whether or not named as a party to legal proceedings with respect thereto) is hereby authorized and empowered to take, at Mortgagor's expense, such additional steps as in its reasonable judgment may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Mortgage and the rights, titles, liens and security interests created or evidenced hereby.

4.4 Security and Priority of Advances. This Mortgage secures future advances. Mortgagee may make additional advances from time to time hereafter and each such advance shall be secured hereby as if made on the date hereof. This Mortgage also secures, and the Credit Agreement evidences, the obligation of Mortgagor to repay the Secured Obligations and (a) all advances made after the date hereof with respect to the Mortgaged Property for the payment of real estate taxes, water and sewer rents, assessments, maintenance charges, insurance premiums or costs incurred for the protection of the Mortgaged Property and the lien of this Mortgage, (b) all costs and expenses incurred by Mortgagee by reason of an Event of Default hereunder, and (c) all advances made by Mortgagee to enable completion of construction of improvements to the Mortgaged Property. This Mortgage shall constitute a lien on the Mortgaged Property from the time this Mortgage is recorded and secures, among other things, all such advances and expenses, plus interest thereon, regardless of the time when such advances are made or such expenses are incurred.


ARTICLE 5

NEGATIVE COVENANTS

Mortgagor acknowledges that certain covenants in the Credit Agreement are applicable to it or shall be imposed upon it and covenants and agrees to comply with each of them. Furthermore, Mortgagor hereby covenants and agrees that:

5.1 Use Violations. Mortgagor will not use, maintain, operate, or occupy, or allow the use, maintenance, operation, or occupancy of the Mortgaged Property in any manner which, in case of any of the following would constitute a Material Adverse Event, (a) violates any Legal Requirement, (b) may be dangerous unless safeguarded as required by Applicable Law, or (c) constitutes a public or private nuisance.

5.2 Prohibition on Transfer. Except as may be permitted by the Credit Agreement, Mortgagor will not sell, trade, transfer, assign, exchange, or otherwise dispose of any of the Mortgaged Property.


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ARTICLE 6

DEFAULT AND FORECLOSURE

6.1 Remedies. If an Event of Default occurs and is continuing, Mortgagee may exercise any or all of the following rights, remedies and recourses to the extent permitted by Applicable Law:

(a) Declare the Secured Obligations immediately due and payable in accordance with the terms of the Credit Agreement whereupon the same shall become immediately due and payable. Mortgagor expressly waives any notice of intent to accelerate, notice of acceleration, or any other notice, presentment, protest, demand or action of any kind or nature whatsoever.

(b) Enter upon the Mortgaged Property and take exclusive possession thereof and of all Mortgagor's books, records, and accounts relating thereto without notice and without being guilty of trespass. If Mortgagor remains in possession of all or any part of the Mortgaged Property, and without Mortgagee's prior written consent thereto, Mortgagee may, without notice to Mortgagor, invoke any and all legal remedies to dispossess Mortgagor, including specifically one or more actions for forcible entry and detainer, trespass to try title, and writ of restitution. Nothing contained in the foregoing sentence shall, however, be construed to impose any greater obligation or any prerequisites to acquiring possession of the Mortgaged Property after an Event of Default than would have existed in the absence of such sentence.

(c) Hold, lease, manage, operate, or otherwise use or permit the use of the Mortgaged Property, either itself or by other Persons, in such manner, for such time and upon such other terms as Mortgagee may deem to be prudent and reasonable under the circumstances (making such repairs thereto and taking any and all other action with reference thereto, from time to time, as Mortgagee shall deem reasonably necessary for the purpose of maintaining the Mortgaged Property in its then current condition but not making any material capital improvements thereto) and apply all Rents and other amounts collected in connection therewith in accordance with the provisions of *Section 6.8* of this Mortgage.

(d) At the option of Mortgagee, this Mortgage may be foreclosed in any manner now or hereafter provided by Applicable Law, and Mortgagee, or its agent, may sell the Mortgaged Property or any part of the Mortgaged Property at one or more public sales before the door of the courthouse of the county or counties between 11:00 a.m. and 4:00 p.m., as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required. If there is no newspaper in the county where the property is located, the notice shall be placed in a newspaper published in an adjoining county for three (3) successive weeks. At any such sale, Mortgagee, or its agent, may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. In the event of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels and in such manner or order as Mortgagee in its sole discretion may elect. Any sale may be adjourned by Mortgagee, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

(e) At any sale of the Mortgaged Property (i) Mortgagee need not have the Mortgaged Property physically present or have constructive possession of the Mortgaged Property; *provided*

that, the title to and right of possession of any such Mortgaged Property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale; (ii) each conveyance instrument executed by Mortgagee shall contain a general warranty of title binding upon Mortgagor; (iii) each and every recital contained in any conveyance instrument executed by Mortgagee shall constitute *prima facie* evidence of the truth and accuracy of the matters recited therein including, nonpayment of the Secured Obligations, notice, filing, posting, and conduct of the sale in the manner provided herein and by Applicable Law; (iv) all prerequisites to the validity of the sale shall be rebuttably presumed to have been performed; (v) the receipt from Mortgagee, or such other party or officer conducting the sale, shall be sufficient to discharge the purchaser for his purchase money, and no purchaser or his assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication, or non-application thereof; (vi) Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, and demand whatsoever, either at law or in equity, in and to the property sold, and such sale shall be a perpetual bar both at law and in equity against Mortgagor and against all other persons claiming or to claim the property sold or any part thereof by, through or under Mortgagor; and (viii) Mortgagee may be a purchaser at any such sale and may credit the bid against the Secured Obligations.

(f) Subject to the terms of the Credit Agreement, Mortgagee may make application to a court of competent jurisdiction, as a matter of strict right and without regard to the adequacy of the Mortgaged Property for the repayment of the Secured Obligations, for appointment of a receiver of the Mortgaged Property. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to sell, rent, maintain, and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply the Rents in accordance with the provisions of **Section 6.8** in this Mortgage.

(g) Except as otherwise prohibited by Applicable Law, in the event Mortgagee is the successful bidder at a foreclosure sale of all or any part of the Mortgaged Property, it shall have the right to cancel any insurance policy covering the property foreclosed upon and collect any unearned premiums from said policy.

(h) Exercise any and all other rights, remedies, and recourses granted under the Loan Documents or now or hereafter existing in equity, at law, by virtue of statute, or otherwise.

6.2 Divestment of Rights, Tenant at Sufferance. After sale of the Mortgaged Property, or any portion thereof, Mortgagor shall be divested of any and all interest and claim thereto, including any interest or claim to all insurance policies, bonds, loan commitments, contracts, and other intangible property covered by this Mortgage. Additionally, with respect to the Land, Improvements, Fixtures, and Personal Property, after a sale of all or any portion thereof, Mortgagor will be considered a tenant at sufferance of the purchaser of the same, and said purchaser shall be entitled to immediate possession thereof, and if Mortgagor shall fail to vacate the Mortgaged Property immediately, said purchaser may and shall have the right, without further notice to Mortgagor, to go into any court of competent jurisdiction in which the Land and Improvements are located and file an action in forcible entry and detainer or forcible detainer, which action shall lie against Mortgagor or its assigns or legal representatives as a tenant at sufferance.

6.3 Separate Sales. If an Event of Default occurs and is continuing, Mortgagee may sell all or any portion of the Mortgaged Property together or in lots or parcels and in such manner and order as Mortgagee, in its sole discretion, may elect. The sale or sales by Mortgagee of less than the whole of the Mortgaged Property shall not exhaust the power of sale granted in this Mortgage, and Mortgagee, or its agent, is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold; and if the proceeds of such sale or sales of less than the whole of such

Mortgaged Property shall be less than the aggregate of the Secured Obligations and the expense of executing this trust, this Mortgage and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale or sales had been made; *provided that*, Mortgagor shall never have any right to require the sale or sales of less than the whole of the Mortgaged Property, but Mortgagee shall have the right, at its sole election, to sell less than the whole of the Mortgaged Property. As among the various counties in which items of the Mortgaged Property may be situated, sales in such counties may be conducted in any order that Mortgagee may deem expedient; and any one or more of such sales may be conducted in the same month, or in successive or different months, as Mortgagee may deem expedient. If an Event of Default occurs as to nonpayment of part of the Secured Obligations, Mortgagee shall have the option to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire Secured Obligations due, and if sale is made because of default of an installment, or a part of an installment, such sale may be made subject to the unmatured part of any Note and the Secured Obligations; and such sale, if so made, shall not in any manner affect the unmatured part of the Secured Obligations but as to such unmatured part, this Mortgage shall remain in full force and effect as though no sale had been made under the provisions of this Mortgage. Any number of sales may be made under this Mortgage without exhausting the right of sale for any unmatured part of the Secured Obligations secured hereby.

6.4 Remedies Cumulative, Concurrent, and Nonexclusive. Mortgagee shall have all rights, remedies, and recourses granted in the Loan Documents and available at law or equity and same (a) shall be cumulative and concurrent; (b) may be pursued separately, successively, or concurrently against Mortgagor or others obligated under any Note, or against the Mortgaged Property, or against any one or more of them at the sole discretion of Mortgagee; (c) may be exercised as often as occasion therefor shall arise, it being agreed by Mortgagor that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy, or recourse; and (d) are intended to be, and shall be, nonexclusive.

6.5 Release of and Resort to Collateral. Any part of the Mortgaged Property may be released by Mortgagee in accordance with the Credit Agreement without affecting, subordinating, or releasing the lien, security interest, and assignment hereof against the remainder of the Mortgaged Property. The lien, security interest, and other rights granted hereby shall not affect or be affected by any other security taken for the Secured Obligations or any part thereof. The taking of additional security or the rearrangement, extension, or renewal of the Secured Obligations, or any part thereof, shall not release or impair the lien, security interest, and other rights granted hereby or affect the liability of any endorser, guarantor, or surety or improve the right of any permitted junior lienholder; and this Mortgage, as well as any instrument given to secure any rearrangement, renewal, or extension of the Secured Obligations secured hereby, or any part thereof, shall be and remain a first and prior lien.

6.6 Waiver of Redemption, Notice, and Marshaling of Assets. To the fullest extent permitted by Applicable Law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to Mortgagor by any present or future Applicable Laws exempting the Mortgaged Property from attachment, levy, or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption, or extension of time for payment, (b) except as may be provided for under the terms of the Loan Documents, all notices of any Event of Default or of Mortgagee's election to exercise or the actual exercise of any right, remedy, or recourse provided for under the Loan Documents, (c) any right to appraisal or marshaling of assets or a sale in inverse order of alienation, (d) the exemption of homestead, and (e) the administration of estates of decedents or other matters whatever to defeat, reduce, or affect the right of Mortgagee under the terms of this Mortgage to sell the Mortgaged Property for the collection of the Secured Obligations secured hereby (without any prior or different resort for collection) or the right of Mortgagee under the terms of this Mortgage, to the payment

of the Secured Obligations out of the proceeds of sale of the Mortgaged Property in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted).

6.7 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to invoke any right, remedy, or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon the same for any reason, Mortgagee shall have the unqualified right to do so, and, in such event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Secured Obligations, the Loan Documents, the Mortgaged Property, and otherwise and the rights, remedies, recourses, and power of Mortgagee shall continue as if same had never been invoked.

6.8 Application of Proceeds, Deficiency Obligation. The proceeds of any sale of, and the Rents and other income generated by the holding, leasing, operating, or other use of, the Mortgaged Property shall be applied by Mortgagee (or the receiver, if one is appointed) to the extent that funds are so available therefrom in accordance with the Credit Agreement with any surplus to be paid, at the option of Mortgagee to the payment of any indebtedness or obligation secured by a subordinate Mortgage or security interest on the Mortgaged Property or to Mortgagor. Any other party liable on the Secured Obligations shall be liable for any deficiency remaining in the Secured Obligations subsequent to the sale referenced in this *Section 6.8*.

6.9 Purchase by Mortgagee. To the extent permitted by Applicable Law, Mortgagee shall have the right to become the purchaser at the sale of the Mortgaged Property under this Mortgage and shall have the right to be credited on the amount of its bid for the Mortgaged Property or any part thereof being sold, all of the Secured Obligations due and owing as of the date of such sale.

6.10 Disaffirmation of Contracts. To the extent permitted by Applicable Law, the purchaser at any foreclosure sale hereunder may disaffirm any easement granted or rental, lease, or other contract made in violation of any provision of this Mortgage or the Credit Agreement and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement or rental, lease, or other contract. With respect to any Lease of real property submitted to and approved by Mortgagee, Mortgagee agrees that the holding of a foreclosure sale or conveyance in lieu thereof by it shall not terminate such Lease nor the rights and obligations of a lessee thereunder, so long as such lessee continues to perform all of its obligations thereunder, including, without limitation, the payment of all rental payments thereunder.

6.11 Deficiency Suit. It is expressly agreed by Mortgagor that (a) the "fair market value" of the Mortgaged Property shall be determined as of the foreclosure date in order to enforce a deficiency against Mortgagor or any other party liable for repayment of the Secured Obligations, and (b) the term "fair market value" shall include those matters required by Applicable Law and, to the extent permitted by Applicable Law, shall also include the additional factors set forth below:

(i) the Mortgaged Property is to be valued "AS IS" and "WITH ALL FAULTS" and there shall be no assumption of restoration of or refurbishment of improvements, if any, after the date of the foreclosure;

(ii) there shall be an assumption that the purchaser desires to resell the Mortgaged Property for an all cash sales price promptly (but no later than twelve (12) months) after the foreclosure sale;

(iii) an offset to the fair market value of the Mortgaged Property, as determined hereunder, shall be made by deducting from such value the reasonable estimated closing costs relating to the sale of the Mortgaged Property, including but not limited to, brokerage commissions,

title policy expenses, tax prorations, escrow fees, and other common charges which are incurred by a seller of property; and

(iv) after consideration of the factors required by Applicable Law and those required above, an additional discount factor shall be calculated based upon the estimated holding costs associated with maintaining the Mortgaged Property for the estimated time it will take to effectuate a sale of the Mortgaged Property including, without limitation, utility expenses, taxes and assessments (to the extent not accounted for in *clause (c)* above) so that the "fair market value" as so determined is discounted to be as of the date of the foreclosure sale of the Mortgaged Property.

ARTICLE 7

CONDEMNATION

If the Mortgaged Property, or any part thereof, shall be condemned or otherwise taken for public or quasi-public use under the power of eminent domain, or be transferred in lieu thereof, all damages or other amounts awarded for the taking, or injury to, the Mortgaged Property shall be paid to Mortgagee, and Mortgagee shall apply and disburse the proceeds as provided in the Credit Agreement.

ARTICLE 8

SECURITY AGREEMENT

8.1 Security Interest. This Mortgage shall be construed as a Mortgage on real property and it shall also constitute and serve as a security agreement on personal property within the meaning of and shall constitute a first and prior security interest under Chapter 9A of the Alabama Uniform Commercial Code with respect to the Personal Property and Fixtures. Mortgagor has granted, bargained, conveyed, assigned, transferred, and set over, and by these presents does grant, bargain, convey, assign, transfer, and set over unto Mortgagee a first and prior security interest in and to all of Mortgagor's right, title, and interest in, to, and under the Personal Property and Fixtures to secure the full and timely payment of the Secured Obligations and the full and timely performance and discharge of the Mortgagor's obligations under this Mortgage.

8.2 Financing Statements. Mortgagor shall execute and deliver to Mortgagee, in Acceptable Form, such financing statements and such further assurances as Mortgagee may, from time to time, consider reasonably necessary to create, perfect, and preserve the security interest herein granted, and Mortgagee may cause such statements and assurances to be recorded and filed at such times and places as may be required or appropriate by Applicable Law to so create, perfect, and preserve such security interest. This Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record covering the Fixtures and Personal Property. The addresses of Mortgagor, as Debtor, and Mortgagee, as Secured Party, are set forth below:

(a)	Name of Mortgagor (Debtor):	Atkins Family, LLC
	Address of Mortgagor:	501 28 th Street South Irondale, Alabama 35210
(b)	Name of Mortgagee (Secured Party):	BBVA USA
	Address of Mortgagee:	15 South 20 th Street, Suite 201 Birmingham, Alabama 35233

Attn: Robert Moore

(c) Record Owner of Real Estate
described on *Exhibit A* hereto: Mortgagor

8.3 Uniform Commercial Code Remedies. Mortgagee shall have all the rights, remedies, and recourses with respect to the Personal Property, Fixtures, Leases, and Rents afforded a secured party by the Applicable Law.

8.4 No Obligation of Mortgagee. The assignment and security interest herein granted shall not be construed to (a) deem or constitute Mortgagee, as trustee in possession of the Mortgaged Property, (b) obligate Mortgagee to operate or attempt to operate the Mortgaged Property, or (c) obligate Mortgagee to take any action, incur any expenses, or perform or discharge any obligation, duty, or liability whatsoever under any of the Leases or otherwise.

ARTICLE 9

MISCELLANEOUS

9.1 Survival of Obligations. All covenants, agreements, representations, and warranties made by Mortgagor in this Mortgage and the other Loan Documents shall survive the execution and delivery of this Mortgage and the other Loan Documents.

9.2 Covenants Running with the Land. All obligations contained in this Mortgage are intended by the parties to be and shall be construed as covenants running with the Land.

9.3 Recording and Filing. Mortgagor will cause the Loan Documents and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded, and refiled in such manner and in such places as Mortgagee shall reasonably request and will pay all such recording, filing, re-recording and re-filing, taxes, fees, and other charges.

9.4 Notices. Any notice, request, or other communication required or permitted to be given hereunder shall be given at the addresses and in accordance with the notice provisions set forth in the Credit Agreement.

9.5 No Waiver. Any failure by Mortgagee to insist, or any election by Mortgagee, not to insist, upon strict performance by Mortgagor of any of the terms, provisions, or conditions of this Mortgage shall not be deemed to be a waiver of the same or of any other term, provision, or condition thereof, and Mortgagee shall have the right at any time or times thereafter to insist upon strict performance by Mortgagor of any and all of such terms, provisions, and conditions.

9.6 Limitation on Effectiveness of Lien. It is the intention of Mortgagor and Mortgagee that the amount of the Secured Obligations secured by this Mortgage shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer or similar laws applicable as to Mortgagor. Accordingly, notwithstanding anything to the contrary contained in this Mortgage or any other agreement or instrument executed in connection with the payment of any of the Secured Obligations, the amount of the Secured Obligations secured by this Mortgage shall be limited to that amount which after giving effect thereto would not (a) render Mortgagor insolvent, (b) result in the fair saleable value of the assets of Mortgagor being less than the amount required to pay its debts and other liabilities (including contingent liabilities) as they mature, or (c) leave Mortgagor with unreasonably small capital to carry out its business as now conducted and as proposed to be conducted, including its capital needs, as such concepts

described in (a), (b), and (c) herein are determined under Applicable Law, if the obligations of Mortgagor hereunder would otherwise be set aside, terminated, annulled or avoided for such reason by a court of competent jurisdiction in a proceeding actually pending before such court.

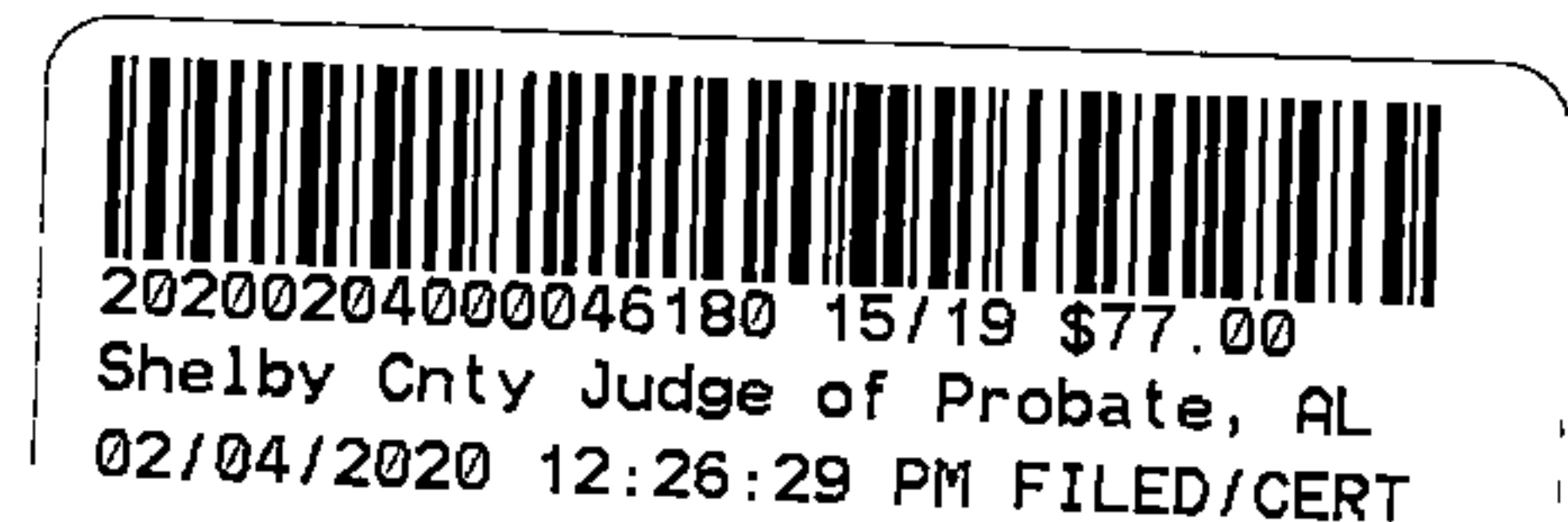
9.7 Governing Law. This Mortgage must be construed, and its performance enforced, under the laws of the State of Alabama.

9.8 Multiple Counterparts and Facsimile and PDF Signatures. This Mortgage may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one and the same instrument. Loan Documents may be signed and transmitted by facsimile, portable document format (PDF), or other electronic means, and shall have the same effect as manually-signed originals and shall be binding on all parties.

9.9 Waiver of Right to Trial by Jury. **MORTGAGOR AND MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND MORTGAGOR AND MORTGAGEE HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.**

9.10 Entirety. **THIS MORTGAGE, THE CREDIT AGREEMENT, AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BY THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

[Signature and acknowledgement appear on following page.]

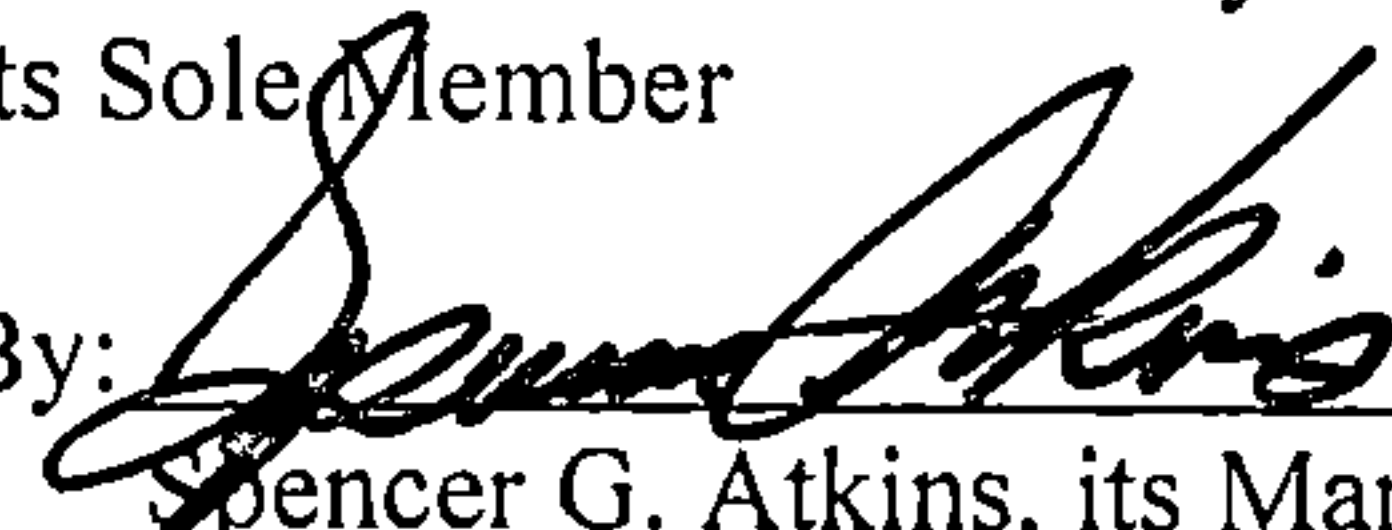


IN WITNESS WHEREOF, this Mortgage is executed on the date set forth in the notary acknowledgment below, but is to be effective for all purposes as of the date first set forth in the preamble to this Mortgage.

MORTGAGOR:

ATKINS FAMILY, LLC,
an Alabama limited liability company

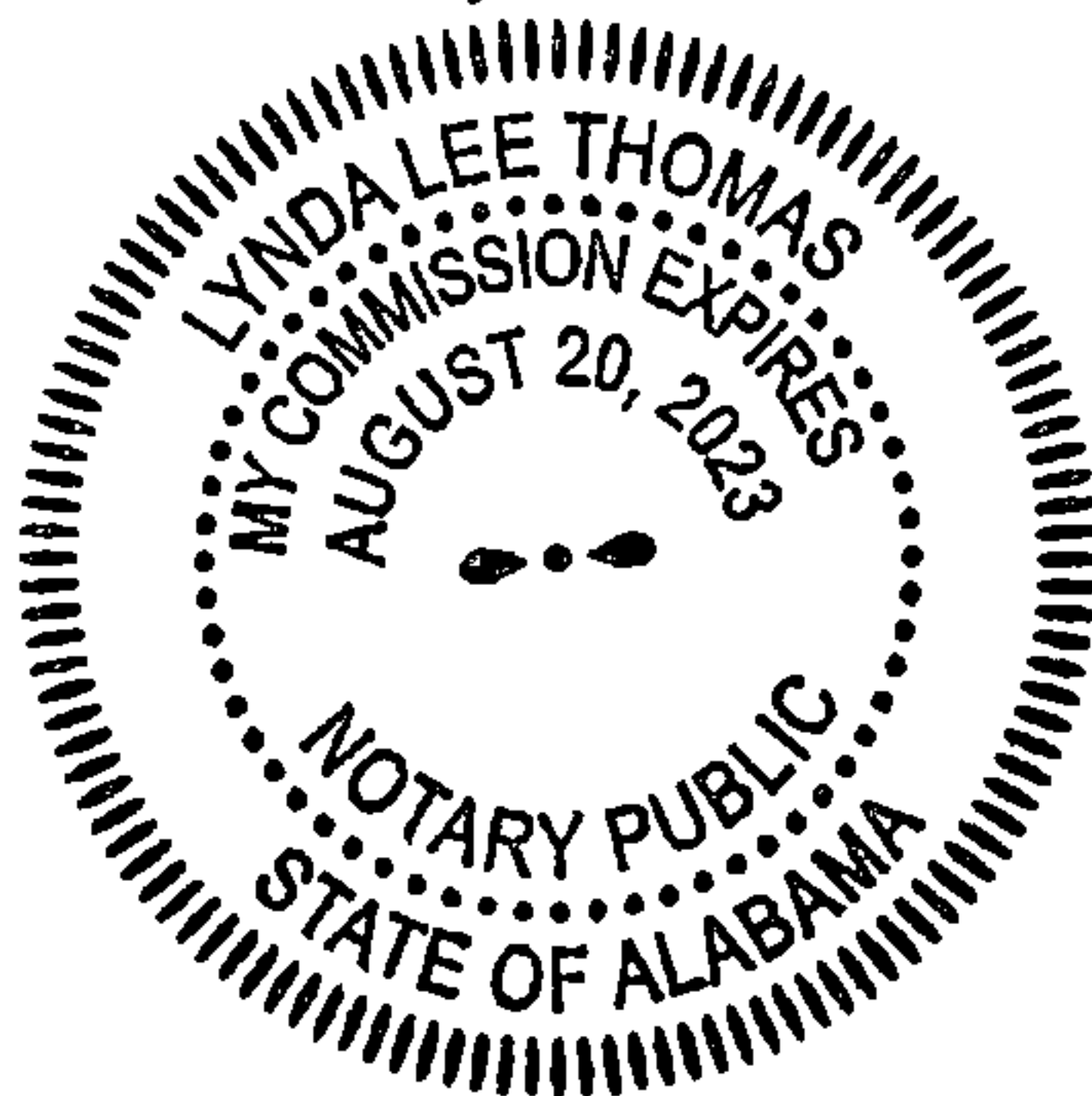
By: ATKINS HOLDINGS, LLC,
an Alabama limited liability company,
its Sole Member

By: 
Spencer G. Atkins, its Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Spencer G. Atkins, whose name as Manager of ATKINS HOLDINGS, LLC, an Alabama limited liability company, the Sole Member of **ATKINS FAMILY, 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 said instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 31st day of January, 2020.




Notary Public

My Commission Expires: 8/20/23

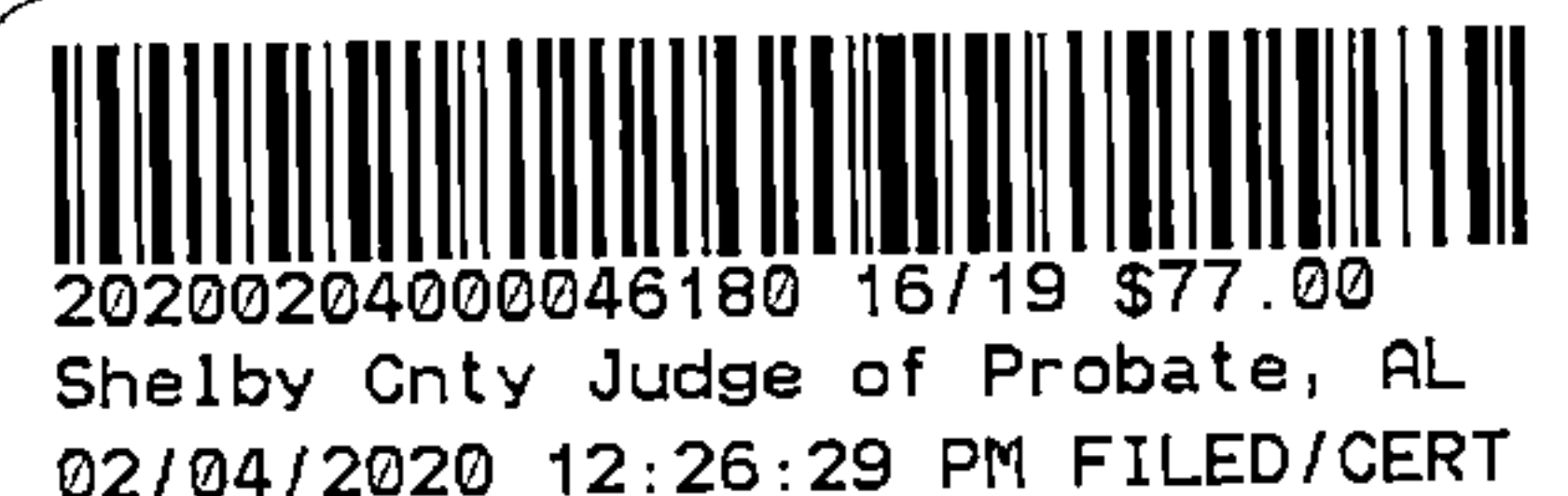


EXHIBIT A

LEGAL DESCRIPTION

PARCEL I

The following real property situated in Jefferson County, Alabama:

Tract (A):

Part of the SW 1/4 of the NE 1/4 of Section 24, Township 17 South, Range 2 West, in Jefferson County, Alabama, more particularly described as follows:

Commence at the Southeast corner of said 1/4 1/4 section, run thence Westwardly along the South line of said 1/4 1/4 section for a distance of 165 feet to the Point of Beginning of the property herein described, from the Point of Beginning thus obtained, turn an angle to the right of 88°08' and run Northwardly for a distance of 527.65 feet to intersection with the Southeasterly right of way line of the Seaboard Airline Railroad; thence turn an angle to the left of 125°11' and run Southwestwardly along the Southeasterly right of way line of said Railroad for a distance of 875.54 feet to point on the South line of said 1/4 1/4 section; thence turn an angle to the left of 142°57' and run Eastwardly along the South line of said 1/4 1/4 section for a distance of 716.30 feet to the Point of Beginning.

Tract (B):

Part of the SE 1/4 of the NE 1/4 and part of the SW 1/4 of the NE 1/4 of Section 24, Township 17 South, Range 2 West, situated in Jefferson County, Alabama, more particularly described as follows:

Begin at the Northwest corner of Lot 6, according to the First Addition "Irondale Industrial Park", as recorded in Map Book 80, page 96, in the Probate Office of said County, run thence Southwardly along the Westerly line of said Lot 6 for a distance of 464.79 feet to the Southwest corner of said Lot 6; thence turn an angle to the left of 125°09'25" and run Northeastwardly along the Southeasterly line of said Lot 6, for a distance of 97.85 feet to intersection with the Westerly line of 5th Avenue South; thence turn an angle to the right of 125°09'25" and run Southwardly along the Westerly line of said 5th Avenue, South, for a distance of 73.39 feet to a point on the Northwesterly line of Lot 5 of said survey of First Addition "Irondale Industrial Park"; thence turn an angle to the right of 54°50'35" and run Southwestwardly along the Northwesterly line of said Lot 5 for a distance of 97.85 feet; thence turn an angle to the left of 54°50'35" and run Southwardly along the Westerly line of said Lot 5 for a distance of 182.73 feet to a point on the South line of said 1/4 1/4 section; thence turn an angle to the right of 91°52' and run Westwardly along the South line of said 1/4 1/4 section for a distance of 261.98 feet; thence turn an angle to the right of 88°08' and run Northwardly for a distance of 527.97 feet to intersection with the Southeasterly right of way line of the Seaboard Coastline Railroad; thence turn an angle to the right of 54°50'35" and run Northeastwardly along the Southeasterly right of way line of said Railroad for a distance of 320.26 feet to the Point of Beginning.

Tract (C):

A part of Lot 6, according to the First Addition "Irondale Industrial Park" Subdivision as recorded in Map Book 80, page 96, more particularly described as follows:



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That portion of Lot 6 located South of a line extended Westerly at right angles to the Easterly line of the easement for Shades Creek, from the point of intersection of the East line of the easement for Shades Creek with the North line of 5th Avenue South, in Irondale, Alabama.

Tract (D):

Part of the SE 1/4 of Section 24, Township 17 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

From the Southwest corner of the North half of the Northwest 1/4 of the Southeast 1/4 of said Section 24, run in a Northerly direction along the West line of said Northwest 1/4 of the Southeast 1/4 for a distance of 333.69 feet to a point of intersection with the Southeast right of way of Seaboard Airline Railroad right of way; thence turn an angle to the right of 54°43'52" and run in a Northeasterly direction along said Southeast right of way line of said Seaboard Airline Railroad right of way for a distance of 551.80 feet; thence turn an angle to the right of 37°03'03" and run in an Easterly direction for a distance of 808.81 feet to an existing iron pin being the Point of Beginning; thence turn an angle to the right of 90° and run in a Southerly direction for a distance of 7.63 feet to an existing iron pin; thence turn an angle to the left of 90° and run in an Easterly direction for a distance of 169.47 feet to an existing iron pin; thence turn an angle to the left of 91°51'16" and run in a Northwesterly direction for a distance of 7.63 feet to an existing iron pin; thence turn an angle to the left of 88°08'44" and run in a Westerly direction for a distance of 169.22 feet, more or less, to the Point of Beginning.

Less and Except from the above Parcels:

Part of the Northeast 1/4 of Section 24, Township 17 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

From the Southwest corner of the North half of the Northwest 1/4 of the Southeast 1/4 of said Section 24, run in a Northerly direction along the West line of said Northwest 1/4 of the Southeast 1/4 for a distance of 333.69 feet to a point of intersection with the Southeast right of way of Seaboard Airline Railroad right of way; thence turn an angle to the right to the right of 54 degrees 43 minutes 57 seconds and run in a Northeasterly direction along said Southeast right of way line of said Seaboard Airline Railroad right of way for a distance of 551.80 feet; thence turn an angle to the right of 37 degrees 03 minutes 03 seconds and run in an Easterly direction for a distance of 550.33 feet to an existing iron pin being the point of beginning; thence turn an angle to the left of 90 degrees and run in a Northerly direction for a distance of 5.0 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in an Easterly direction for a distance of 258.48 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in a Southerly direction for a distance of 5.0 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in a Westerly direction for a distance of 258.48 feet, more or less, to the point of beginning.

Also:

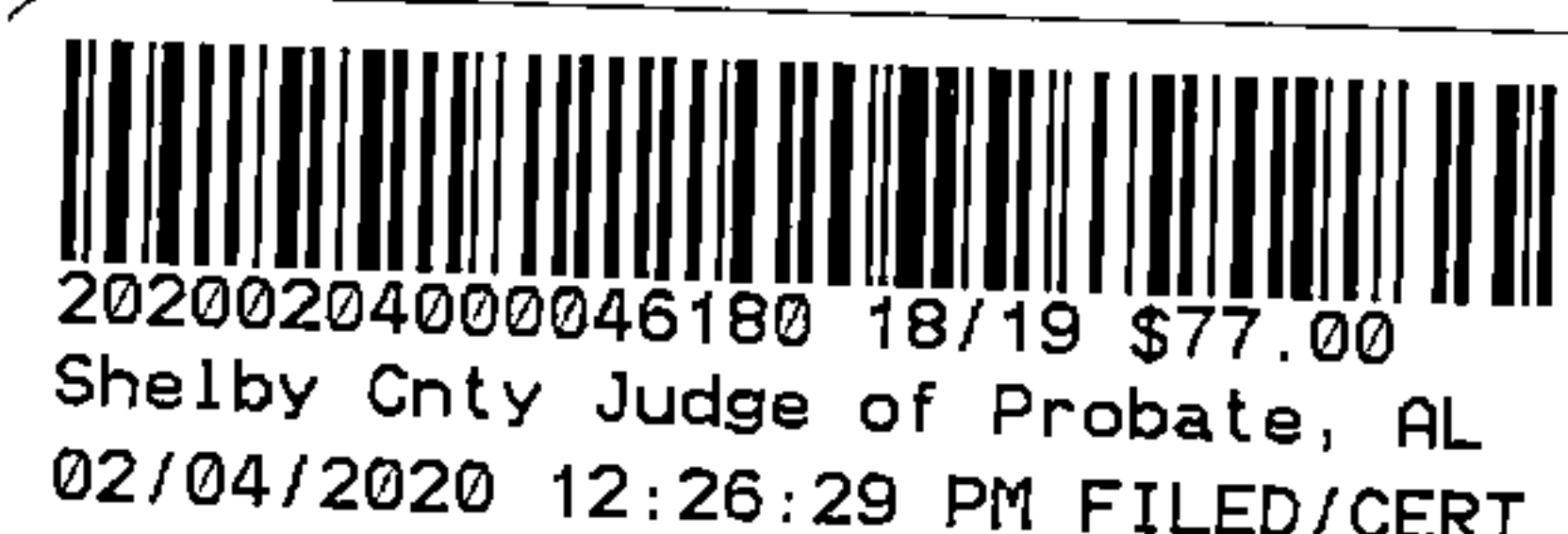
Together with those beneficial rights and easements in real estate, if any, created in that Instrument recorded in Real Volume 398, page 559.

PARCEL II:

The following real property situated in Shelby County, Alabama:

A part of Lot 7, Oak Mountain Commerce Place as recorded in Map Book 18, Page 58 in the Office of the Judge of Probate in Shelby County, Alabama. Being located in the Northwest ¼ of Section 6, Township 20

Exhibit A



South, Range 2 West, more particularly described as follows: Commence at the Northeast corner of Section 1, Township 19 South, Range 3 West said point also being the Northwest corner of Section 6, Township 20 South, Range 2 West and lying on the Westerly line of said Lot 7; thence in a Southerly direction along the Westerly line of said Lot 7 and said Section 6, a distance of 20.15 feet to the point of beginning; thence continue along last described course a distance of 298.00 feet; thence 90 degrees, left in an Easterly direction a distance of 171.64 feet to the Westerly right-of-way line of Commerce Court; thence 90 degrees left in a Northerly direction, along said right-of-way line a distance of 85.00 feet; to the beginning of a curve to the right having a radius of 414.93 feet and a central angle of 8 degrees 12 minutes 52 seconds; thence in a Northeasterly direction along the arc of said curve and right-of-way line a distance of 59.59 feet to the end of said curve; thence in a Northeasterly direction along a line tangent to said curve and along said right-of-way line a distance of 133.00 feet; thence 91 degrees 45 minutes 07 seconds left in a Westerly direction 196.15 feet to the point of beginning; being situated in Shelby County, Alabama.



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