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LAURIE D. FIELDS
Mortgagor

and

AXOS BANK
Mortgagee

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS
AND SECURITY AGREEMENT
\$150,000.00**

Dated: As of 3/23/2020

Property Location: 3241 Brook Highland Trce, Birmingham, AL 35242
Lot: 11
County: Shelby

DOCUMENT PREPARED BY ~~AND WHEN RECORDED, RETURN TO:~~

World Business Lenders, LLC
101 Hudson Street, 33rd Floor
Jersey City, New Jersey 07302

Borrower: Phase Four, Inc

Return to:
Res/Title, Inc
175 Metro Center Blvd.
Suite 4
Warwick, RI 02886

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

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (this "Mortgage"), made as of March 26, 2020 (the "Effective Date"), by Laurie D. Fields, having an address at 3241 Brook Highland Tree, Birmingham, AL 35242 ("Mortgagor"), to Axos Bank, a federal savings bank, with its address at 9205 West Russell Road, Suite 400, Las Vegas, NV 89148 (together with its successors and assigns, "Mortgagee").

WHEREAS, pursuant to a certain business promissory note and security agreement dated as of the Effective Date (as amended, modified, restated, consolidated or supplemented from time to time, the "Loan Agreement") by Phase Four, Inc, respectively ("Borrower") in favor of Mortgagee, the Mortgagee is making a secured commercial loan to Borrower (the "Loan"). Certain capitalized terms are defined in Article V of this Mortgage. All other capitalized terms used herein without definition are used as defined in the Loan Agreement.

WHEREAS, in consideration for the Loan to its affiliate, Borrower, Mortgagor has guaranteed Borrower's payment of the Obligations.

NOW, THEREFORE, in consideration of the mutual premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

To secure the payment of all Obligations which may or shall become due under the Loan Agreement and/or under any of the other documents evidencing, securing or executed in connection with the Loan (this Mortgage, the Loan Agreement, and such other documents, as any of the same may, from time to time, be amended, modified, restated, consolidated or supplemented, being hereinafter referred to, each, as a "Loan Document", and collectively as the "Loan Documents"), including interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy (whether or not a claim is allowed against Mortgagor for such interest or other amounts in any such bankruptcy proceeding) or the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code (as amended from time to time, the "Bankruptcy Code"), and the costs and expenses of enforcing any provision of any Loan Document (all such sums, together with the Obligations, being hereinafter collectively referred to as the "Debt"), Mortgagor hereby irrevocably mortgages, grants, bargains, sells, conveys, transfers, pledges, sets over and assigns, and grants a security interest, to and in favor of Mortgagee, **WITH POWER OF SALE**, all of Mortgagor's right, title and interest in and to the following property, rights, interests and estates (the Premises (as hereinafter defined), the Improvements (as hereinafter defined), and the property, rights, interests and estates hereinafter described being collectively referred to herein as the "Mortgaged Property");

- (a) the land described in Schedule A attached hereto (the "Premises");
- (b) all of the building, structures, fixtures and other improvements now or hereafter located thereon (the "Improvements");

(c) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, to the center line thereof; and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "***Equipment***"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Mortgagor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect from time to time in the state where the Mortgaged Property is located (the "***UCC***"), superior to the Lien of this Mortgage;

(e) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(f) all leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter each referred to as a "***Lease***" and collectively referred to as "***Leases***") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account or benefit of Mortgagor or its, his or her agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, or rendering of services by Mortgagor or any of its, his or her agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as "***Rents***"), together with all proceeds from the sale or other

disposition of the Leases and the right to receive and apply the Rents to the full and indefeasible payment of the Debt;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(h) the right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property;

(i) all deposit accounts and securities accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, franchise agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Mortgaged Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Mortgaged Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "*Intangibles*"); and

(j) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from the sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

Without limiting the generality of any of the foregoing, in the event that a Bankruptcy Proceeding is commenced by or against Mortgagor, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted by this Mortgage shall automatically extend to all Rents acquired by Mortgagor after the commencement of the proceeding and shall constitute cash collateral under Section 363(a) of the Bankruptcy Code.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee and its successors and assigns, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, upon the indefeasible satisfaction in full of the Debt provided in the Loan Documents in a timely manner, these presents and the estate hereby granted shall cease, terminate and be void;

AND Mortgagor represents and warrants to and covenants and agrees with Mortgagee as follows:

ARTICLE I. MORTGAGOR COVENANTS

1. Payment of Debt and Incorporation of Covenants, Conditions and Agreements. Mortgagor shall pay the Debt at the time and in the manner provided in the Loan Documents to

which it is a party. All the covenants, conditions and agreements contained in the Loan Documents are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein. No portion of any principal advanced under the Loan is to be used (i) for the purpose of purchasing or carrying any "margin security" or "margin stock" as such terms are used in Regulations U and X of the Board of Governors of the United States Federal Reserve System, 12 C.F.R. 221 and 224, as amended from time to time, or (ii) for any purpose other than the conduct of the Mortgagor's business in the ordinary course. All sums advanced by Mortgagee under the Loan, including sums advanced to protect or enhance collateral pledged by Mortgagor or any other Person, including any individual, as security for the Debt, are advanced solely for the lawful business purposes of the Mortgagor.

2. Leases and Rents.

(a) Mortgagor does hereby absolutely, unconditionally, and irrevocably assign to Mortgagee all of Mortgagor's right, title and interest in all current and future Leases and Rents, it being intended by Mortgagor that this assignment constitutes a present, absolute assignment, and not an assignment for additional security only. Such assignment shall not be construed to bind Mortgagee to the performance of any of the covenants or provisions contained in any Lease or otherwise impose any obligation upon Mortgagee. Nevertheless, subject to the terms of this paragraph, Mortgagee grants to Mortgagor a revocable license to operate and manage the Mortgaged Property and to collect and receive the Rents. Upon an Event of Default, without the need for notice or demand, the license granted to Mortgagor herein shall automatically be revoked, and Mortgagee shall immediately be entitled to possession of all Rents in Mortgagor's possession or control and all Rents collected thereafter (including Rents past due and unpaid), whether or not Mortgagee enters upon or takes control of the Mortgaged Property. Mortgagor hereby grants and assigns to Mortgagee the right, at its option, upon revocation of the license granted herein, to enter upon the Mortgaged Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected and received after the revocation of such license may be applied toward payment of the Debt in such priority and proportions as Mortgagee in its sole discretion may deem proper.

(b) Mortgagor shall not enter into, modify, amend, replace, cancel, terminate or renew any Lease without the prior written consent of Mortgagee.

3. Use of the Mortgaged Property. Mortgagor shall not initiate, join in, acquiesce in or consent to any change in any public or private restrictive covenant, zoning law or other public or private restriction limiting or defining the uses which may be made of the Mortgaged Property (or any portion thereof). If, under applicable zoning provisions, the use of the Mortgaged Property (or any portion thereof) is or shall become a nonconforming use, Mortgagor shall not cause or permit such nonconforming use to be discontinued or abandoned without the consent of Mortgagee. Mortgagor shall not (i) change, or permit or suffer to occur any change to, the use of the Mortgaged Property, (ii) permit or suffer to occur any waste on or to the Mortgaged Property, or (iii) take any steps to convert the Mortgaged Property to a condominium or cooperative form of ownership. Mortgagor has, and at all times shall have obtained, all permits, licenses, exemptions, and approvals necessary to occupy, operate, and market the Mortgaged Property, and shall maintain compliance with all Legal Requirements applicable to the Mortgaged Property and necessary for the transaction of its business and operations. No portion of the Mortgaged

Property has been or will be purchased, improved, equipped or fixtured with or from proceeds of any illegal activity, and no part of the proceeds of the Loan will be used in connection with any illegal activity.

4. Transfer or Encumbrance of the Mortgaged Property.

(a) Mortgagor acknowledges that (i) Mortgagee has examined and relied on the creditworthiness and experience of Mortgagor and its Affiliates in owning, operating, and maintaining properties such as the Mortgaged Property in agreeing to make the Loan, (ii) Mortgagee will continue to rely on Mortgagor's ownership of the Mortgaged Property as a means of maintaining the value of the Mortgaged Property as security for the Debt, and (iii) Mortgagee has a valid interest in maintaining the value of the Mortgaged Property so as to ensure that, should Mortgagor default in the repayment or other satisfaction of the Debt, Mortgagee can recover the Debt by a sale or other Transfer of the Mortgaged Property. Mortgagor shall not sell, convey, alienate, mortgage, encumber, pledge or otherwise Transfer the Mortgaged Property or any portion thereof, or suffer or permit any Transfer to occur.

(b) Mortgagee shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder or under the Loan Documents in order to declare the Debt immediately due and payable upon a Transfer in violation of this Paragraph 4. This provision shall apply to every sale, conveyance, alienation, mortgage, encumbrance, pledge or other Transfer of the Mortgaged Property (and every other Transfer) regardless of whether voluntary or not. Any Transfer made in contravention of this Paragraph 4 shall be null and void and of no force and effect. Mortgagor agrees to bear and shall pay or reimburse Mortgagee on demand for all reasonable expenses (including reasonable attorneys' fees and disbursements, title search costs, title insurance endorsement premiums, and other related costs) incurred by Mortgagee in connection with the review, approval and documentation of any Transfer.

5. Taxes. Mortgagor shall pay prior to delinquency all Taxes that are or which may become a Lien upon or cause a loss in value of the Mortgaged Property or any interest therein. Mortgagor shall also pay prior to delinquency all taxes, assessments, levies and charges imposed by any Governmental Authority upon Mortgagee by reason of its interest in the Debt or in the Mortgaged Property, or by reason of any payment made to Mortgagee on account of the Debt or any portion thereof; provided, however, Mortgagor shall have no obligation to pay any taxes or other charges which may be imposed by any Governmental Authority from time to time upon Mortgagee and which are measured by and imposed upon Mortgagee's net income.

6. Changes in Legal Requirements Regarding Taxation. If any Legal Requirement is enacted, adopted, or amended after the Effective Date which deducts the Debt from the value of the Mortgaged Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Mortgagee's interest in the Mortgaged Property, Mortgagor will pay such tax, with interest and penalties thereon, if any. If Mortgagee determines that the payment of such tax or interest and penalties by Mortgagor would be unlawful, taxable to Mortgagee or unenforceable, or would provide the basis for a defense of usury, then Mortgagee shall have the option, by notice of not less than ninety (90) days, to declare the Debt immediately due and payable.

7. No Credits on Account of the Debt. Mortgagor shall not claim or demand or be entitled to any credit on account of the Debt for any part of the Taxes or Other Charges assessed against the Mortgaged Property, and no deduction shall otherwise be made or claimed from or against the assessed value of the Mortgaged Property for tax purposes by reason of this Mortgage or the Debt. If such claim, credit or deduction shall be required by any Legal Requirement, Mortgagee shall have the option, by notice of not less than ninety (90) days, to declare the Debt immediately due and payable.

8. Further Acts, Etc. Mortgagor shall, at its sole cost and expense, perform, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances (each, an "Act or Instrument of Further Assurance") as Mortgagee shall, from time to time, require, for the better assuring, conveying, assigning, transferring, and confirming unto Mortgagee the Mortgaged Property and rights hereby mortgaged, given, granted, bargained, sold, alienated, enfeoffed, conveyed, confirmed, pledged, assigned and hypothecated or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage or for facilitating the sale and Transfer of the Loan and the Loan Documents. Upon foreclosure, the appointment of a receiver or any other relevant action, Mortgagor shall, at its sole cost and expense, cooperate fully and completely to effect the assignment or other Transfer of any license, permit, agreement or any other right necessary or useful to the ownership, operation, or marketing of the Mortgaged Property. Mortgagor grants to Mortgagee during the continuance of an Event of Default, an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Mortgagee at law and in equity, including such rights and remedies available to Mortgagee pursuant to this paragraph. Said power of attorney will terminate upon the full and final indefeasible payment of the Debt.

9. Recording of Mortgage, Etc. Mortgagor forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, shall cause this Mortgage, and any security instrument creating a Lien or security interest or evidencing the Lien hereof upon the Mortgaged Property and each Act or Instrument of Further Assurance pursuant to Paragraph 8 hereof to be filed, registered or recorded in such manner and in such places as may be required by any present or future Legal Requirement in order to publish notice of, and fully to protect, the Lien hereof upon, and the interest of Mortgagee in, the Mortgaged Property. Mortgagor shall pay all filing, registration and recording fees, all expenses incident to the preparation, execution and acknowledgment of, and all federal, state, county and municipal, taxes, duties, imposts, documentary stamps, assessments and charges arising out of or in connection with the execution and delivery of, this Mortgage, any Mortgage supplemental hereto, any security instrument or evidence of Lien with respect to the Mortgaged Property or any Act or Instrument of Further Assurance pursuant to Paragraph 8 hereof, except where prohibited by any Legal Requirements to do so. Mortgagor shall hold harmless and indemnify Mortgagee, its successors and assigns, from and against any liability incurred by reason of the imposition of any Tax on the making or recording of this Mortgage. The provisions of this Paragraph 9 shall survive the repayment of the Debt and the full or partial release or satisfaction of this Mortgage.

10. Maintenance. Mortgagor covenants: (a) to insure the Mortgaged Property against such risks as Mortgagee may require as set forth herein and in the Loan Documents, and to comply with the requirements of any insurance companies providing such insurance; (b) to keep the Mortgaged Property in good condition and repair; (c) not to remove or demolish the Mortgaged Property or any portion thereof, not to alter or add to the Mortgaged Property; (d) to complete or restore promptly and in good and workmanlike manner the Mortgaged Property, or any portion thereof which may be damaged or destroyed, without regard to whether Mortgagee elects to require that insurance proceeds be used to reduce the Debt; (e) to comply with all Legal Requirements and all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character which affect the Mortgaged Property and pertain to acts committed or conditions existing thereon, including any work, alteration, improvement or demolition mandated by such Legal Requirements and covenants; (f) not to commit or permit waste of the Mortgaged Property; and (g) to do all other acts which from the character, use, or operation of the Mortgaged Property may be reasonably necessary to maintain and preserve its value.

11. Alterations. None of the Improvements or any portion thereof, shall be removed, altered or demolished without prior written consent of the Mortgagee in each instance, provided, however, that the Mortgagor shall have the right, without consent of the Mortgagee, to remove and dispose of, free from the Lien of this Mortgage, such personal property as from time to time may become worn out or obsolete, provided, that, simultaneously therewith or prior to such removal, any such personal property shall be replaced by personal property of like kind and value at least equal to that of the replaced personal property and free of any title retention, security interest or other encumbrance or Lien.

12. Purchase Options. Mortgagor represents and warrants to Mortgagee as of the Effective Date that neither the Mortgaged Property nor any portion thereof is subject to any purchase options, rights of first refusal, rights of first offer or other similar rights in favor of any Person.

13. Title to the Mortgaged Property. Mortgagor is the sole owner of the Mortgage Property and hereby warrants to and shall defend its title to the Mortgaged Property, and the validity and priority of all Liens granted or otherwise given to Mortgagee hereunder and/or under the Loan Documents, against the claims of all Persons.

14. Liens. Without Mortgagee's prior written consent, Mortgagor shall not create, incur, assume, permit or suffer to exist any Lien on all or any portion of the Mortgaged Property, except Liens in favor of Mortgagee.

15. Insurance.

(a) Coverage. Mortgagor shall, while all or any portion of the Debt (including any Obligation) remains outstanding, maintain at Mortgagor's sole cost and expense, with licensed insurers acceptable to Mortgagee, the following Policies in form and substance reasonably satisfactory to Mortgagee (capitalized terms used in this Paragraph 15 shall have the same meaning as such terms are commonly and presently defined in the insurance industry):

(i) Property Insurance. An All Risk/Special Form Property Insurance Policy, including theft coverage and such other coverages and endorsements as Mortgagee may require, insuring Mortgagee against damage to the Mortgaged Property in an amount not less than 100% of the full replacement cost of the Improvements. Such coverage should adequately insure the Mortgaged Property, whether such Mortgaged Property or any portion thereof is onsite, stored offsite or otherwise. During times of construction on the Mortgaged Property, Mortgagor shall further maintain, or cause each applicable contractor(s), or subcontractor(s), as applicable, to maintain, a Builders All Risk/Special Form Completed Value (Non-Reporting Form) Hazard Insurance Policy.

(ii) Flood Hazard Insurance. If any portion of the Improvements is located within a special flood zone or flood-prone area, a Policy of flood insurance, as deemed necessary by Mortgagee, in an amount required by Mortgagee, but in no event less than the amount sufficient to meet the requirements of any Legal Requirement.

(iii) Liability Insurance. A Policy of Commercial General Liability Insurance on an occurrence basis, with coverages and limits as required by Mortgagee, insuring against liability for injury and/or death to any Person and/or damage to any property occurring on the Mortgaged Property and/or in the Improvements. During the period of any approved construction, Mortgagor may cause its contractors and/or subcontractors to maintain in full force and effect any or all of the liability insurance required hereunder. Whether Mortgagor employs a general contractor or performs as owner-builder, Mortgagee may require that coverage include statutory workers' compensation insurance.

(b) Other Coverage. Mortgagor shall promptly provide to Mortgagee evidence of such other Policies in such reasonable amounts as Mortgagee may from time to time request against such other insurable hazards which at the time are commonly insured against for property similar to the Mortgaged Property located in or around the region in which the Mortgaged Property is located. Such coverage requirements may include, but are not limited to, coverage for earthquake, acts of terrorism, toxic mold or fungus of a type that may pose a risk to human health or the environment or would negatively impact the value of the Property ("**Toxic Mold**"), loss of business income, delayed business income, rental loss, sink hole, soft costs, tenant improvements, or environmental liabilities.

(c) Generally. Mortgagor shall, upon request, promptly provide to Mortgagee insurance certificates or other evidence of coverage in form acceptable to Mortgagee, with coverage amounts, deductibles, limits and retentions as required by Mortgagee. All insurance policies shall provide that the coverage shall not be cancelable without ten (10) days prior written notice to Mortgagee of any cancellation for nonpayment of premiums, and not less than thirty (30) days prior written notice (or such longer period as may be required by Legal Requirements) to Mortgagee of any other cancellation. With respect to any material change or modification of any Policy (including any reduction in coverage) which change or modification is not provided to Mortgagee by Mortgagor's insurance company, Mortgagor shall provide not less than thirty (30) days (or such longer period as may be required by Legal Requirements) prior written notice to Mortgagee of such material change or modification. Mortgagee shall be a named additional insured and shall be named under a Mortgagee's Loss Payable Endorsement or

a Standard Mortgagee Clause Endorsement (in form acceptable to Mortgagee) on all Policies required to be maintained by Mortgagor hereunder. All insurance Policies shall be issued and maintained by insurers approved to do business in the state in which the Mortgaged Property is located and must have an A.M. Best Company financial rating and policyholder surplus acceptable to Mortgagee.

16. Hazardous Substances.

(a) (i) The Mortgaged Property is not in violation of any Environmental Laws, (ii) the Mortgaged Property is not subject to any private or governmental Lien or judicial or administrative notice or action or inquiry, investigation or claim relating to Hazardous Materials, (iii) to the best of Mortgagor's knowledge, after due inquiry, no Hazardous Materials are or have been (including the period prior to Mortgagor's acquisition of the Mortgaged Property), discharged, generated, treated, disposed of or stored on, incorporated in, or removed or transported from the Mortgaged Property other than in compliance with all Environmental Laws, (iv) to the best of Mortgagor's knowledge, after due inquiry, no Hazardous Materials are present in, on or under any nearby real property which could migrate to or otherwise affect the Mortgaged Property, (v) no underground storage tanks exist on the Mortgaged Property and the Mortgaged Property has never been used as a landfill, and (vi) there have been no environmental investigations, studies, audits, reviews or other analyses conducted by or on behalf of Mortgagor which have not been provided to Mortgagee.

(b) Mortgagor shall give prompt written notice to Mortgagee of (i) any proceeding or inquiry by any Person (including any Governmental Authority) with respect to the presence of any Hazardous Material on, under, from or about the Mortgaged Property, (ii) all notices given or claims made or threatened by any Person (including any Governmental Authority) against Mortgagor or the Mortgaged Property or any Person occupying the Mortgaged Property relating to any loss or injury resulting from any Hazardous Material; and (iii) Mortgagor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Property that could cause the Mortgaged Property to be subject to any investigation or cleanup pursuant to any Environmental Law. Upon becoming aware of the presence of Toxic Mold at the Mortgaged Property, Mortgagor shall (i) undertake an investigation to identify the source(s) of such Toxic Mold and shall develop and implement an appropriate remediation plan to eliminate the presence of any Toxic Mold, (ii) perform or cause to be performed all acts reasonably necessary for the remediation of any Toxic Mold (including taking any action necessary to clean and disinfect any portion of the Mortgaged Property affected by Toxic Mold, including providing any necessary moisture control systems at the Mortgaged Property), and (iii) provide evidence reasonably satisfactory to Mortgagee of the foregoing. Mortgagor shall permit Mortgagee to join and participate in, as a party if it so elects, any legal or administrative action or other proceeding initiated with respect to the Mortgaged Property in connection with any Environmental Laws or Hazardous Materials, and Mortgagor shall pay or reimburse, as applicable, all reasonable attorneys' fees and disbursements incurred by Mortgagee in connection therewith.

(c) Upon Mortgagee's request, at any time and from time to time, Mortgagor shall provide an inspection or audit of the Mortgaged Property prepared by a licensed hydrogeologist, licensed environmental engineer or qualified environmental consulting firm

approved by Mortgagee assessing the presence or absence of Hazardous Materials on, in or near the Mortgaged Property. The costs and expenses of such audit or inspection shall be paid by Mortgagor. Such inspections and audit may include soil borings and ground water monitoring. If Mortgagor fails to provide any such inspection or audit within thirty (30) days after such request, Mortgagee may but shall not be obligated to order same at Mortgagor's sole cost and expense, and Mortgagor hereby grants to Mortgagee and its employees and agents access to the Mortgaged Property and a license to undertake such inspection or audit.

(d) If any environmental site assessment report prepared in connection with such inspection or audit recommends that an operations and maintenance plan be implemented for any Hazardous Material, whether such Hazardous Material existed prior to the ownership or acquisition of the Mortgaged Property by Mortgagor, or presently exists or is reasonably suspected of existing, Mortgagor shall cause such operations and maintenance plan to be prepared and implemented at its expense upon request of Mortgagee, and with respect to any Toxic Mold, Mortgagor shall take all action necessary to clean and disinfect any portion of the Improvements affected by Toxic Mold in or about the Improvements, including providing any necessary moisture control systems at the Mortgaged Property. If any investigation, site monitoring, containment, cleanup, removal, restoration or other work of any kind is reasonably necessary under an applicable Environmental Law ("Remedial Work"), Mortgagor shall commence all such Remedial Work within thirty (30) days after demand by Mortgagee and thereafter diligently prosecute to completion all such Remedial Work within such period of time as may be required under any Legal Requirement. All Remedial Work shall be performed by licensed contractor(s) or subcontractor(s) approved in advance by Mortgagee and under the supervision of a consulting engineer approved by Mortgagee. All costs of such Remedial Work shall be paid by Mortgagor, including Mortgagee's reasonable attorneys' fees and disbursements incurred in connection with the monitoring and review of such Remedial Work. If Mortgagor does not timely commence and diligently prosecute to completion the Remedial Work, Mortgagee may (but shall not be obligated to) cause such Remedial Work to be performed at Mortgagor's cost and expense. Notwithstanding the foregoing, Mortgagor shall not be required to commence such Remedial Work within the above specified time period: (x) if prevented from doing so by any Governmental Authority, (y) if commencing such Remedial Work within such time period would result in Mortgagor or such Remedial Work violating any Environmental Law, or (z) if Mortgagor, at its expense and after prior written notice to Mortgagee, is contesting by appropriate legal, administrative or other proceedings, conducted in good faith and with due diligence, the need to perform Remedial Work. Mortgagor shall have the right to contest the need to perform such Remedial Work, provided that, (1) Mortgagor is permitted by Environmental Laws to delay performance of the Remedial Work pending such proceedings, (2) neither the Mortgaged Property nor any portion thereof or interest therein will be sold, forfeited or lost if Mortgagor fails to promptly perform the Remedial Work being contested, and if Mortgagor fails to prevail in such contest, Mortgagor would thereafter have the opportunity to perform such Remedial Work, (3) Mortgagee would not, by virtue of such contest, be exposed to any risk of any civil liability for which Mortgagor has not furnished additional security, as provided in clause (4) below, or to any risk of criminal liability, and neither the Mortgaged Property nor any interest therein would be subject to the imposition of any Lien for which Mortgagor has not furnished additional security as provided in clause (4) below, as a result of the failure to perform such Remedial Work and (4) Mortgagor shall have furnished to Mortgagee additional security in respect of the Remedial Work being contested and the loss or damage that

may result from Mortgagor's failure to prevail in such contest in such amount as may be reasonably requested by Mortgagee but in no event less than 125% of the cost of such Remedial Work as estimated by Mortgagee and any loss or damage that may result from Mortgagor's failure to prevail in such contest.

(e) Mortgagor shall not install or permit to be installed on the Mortgaged Property any underground storage tank.

(f) In the event any environmental report delivered to Mortgagee in connection with the Loan recommends the development of or continued compliance with an operation and maintenance program for the Mortgaged Property (including with respect to the presence of asbestos and/or lead-based paint) ("***O & M Program***"), Mortgagor shall develop (or continue to comply with, as the case may be) such O & M Program and shall comply in all material respects with the terms and conditions of the O & M Program.

17. Casualty and Condemnation.

(a) In case of loss or damage by fire or other casualty to the Mortgaged Property, Mortgagee may, in its sole discretion, settle and adjust any claim under any applicable Policy or allow Mortgagor to settle such claim. In either event, the Mortgagee shall collect all Proceeds paid by reason of such loss or damage, and will make such Proceeds available to Mortgagor for the purpose of restoring, repairing, replacing or rebuilding the Mortgaged Property (each, following such loss or damage or following any Taking, a "***Restoration***"; and "***Restore***" shall have the correlative meaning) of the Mortgaged Property, subject to the following conditions:

(i) the plans and specifications for the Restoration of the Mortgaged Property shall be subject to the prior written approval of Mortgagee; and

(ii) in the event Mortgagee determines, in its sole discretion, that the insurance proceeds are insufficient to complete the Restoration of the Mortgaged Property in accordance with the plans and specifications approved by Mortgagee, Mortgagor shall deposit with Mortgagee, within a period of forty-five (45) days after written demand therefor, such additional funds as shall be deemed necessary by Mortgagee to so complete the Restoration of the Mortgaged Property; and

(iii) the Proceeds disbursed do not exceed 100% of the costs incurred in the Restoration of the Mortgaged Property;

(iv) the Proceeds will be disbursed under procedures established by Mortgagee for disbursement of construction loans, and Mortgagee shall be entitled to a reasonable and customary administrative fee for every disbursement or partial disbursement of Proceeds made;

(v) Mortgagor shall be responsible for the payment of, and shall reimburse Mortgagee for, all documented Third Party costs and expenses incurred by Mortgagee, including, but not limited to, reasonable consulting, engineering, architectural and legal fees and travel expenses;

(vi) the net operating income from the Mortgaged Property shall, in Mortgagee's sole discretion, be sufficient to continue to service the Loan; and

(vii) at the time of the occurrence of such casualty, and at the time any such disbursement of Proceeds is sought, neither Mortgagor nor any other Loan Party is in default hereunder or under the Loan Agreement or under any other Loan Documents.

(b) If in the opinion of Mortgagee, the Proceeds together with any additional funds deposited by Mortgagor, are insufficient to permit Restoration of the Mortgaged Property, Mortgagee may apply the Proceeds to the reduction of the Debt. If (i) the Proceeds are used for the Restoration of the Mortgaged Property and (ii) any surplus shall exist after such Restoration, such surplus may, at the option of Mortgagee, be held and applied to the reduction of the Debt.

(c) In the event of a Taking, Mortgagor hereby assigns to Mortgagee all Awards and authorizes Mortgagee to collect and receive such Awards and to give receipts and acquittances therefor. Mortgagor hereby agrees, upon request, to make, execute and deliver any and all additional assignments and other instruments sufficient, necessary or proper for the purpose of assigning said Awards to Mortgagee free and clear of any Liens or encumbrances of any kind or nature whatsoever. In the event that all or substantially all of the Mortgaged Property is Taken or in the event that less than all of the Mortgaged Property is Taken and Mortgagee determines, in its sole discretion, that the Mortgaged Property cannot be Restored to a condition which does not impair the Mortgaged Property, then all Awards shall be applied by the Mortgagee to the payment and satisfaction of the Debt, including the reimbursement of all expenses incurred by the Mortgagee, and the balance of any remaining Awards, if there are any, shall be released to Mortgagor.

(d) If, prior to the receipt by Mortgagee of any Award, the Mortgaged Property shall have been Transferred as a result of any foreclosure of this Mortgage, Mortgagee shall have the right to receive such Award to the extent of any deficiency found to be due upon such Transfer, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought, recovered or denied.

18. Right to Cure Defaults. Upon the occurrence of any Event of Default, Mortgagee may, but without any obligation to do so and without notice to or demand on Mortgagor and without releasing Mortgagor from any obligation hereunder, perform the obligations of Mortgagor and any other Loan Party under the Loan Documents in default in such manner and to such extent as Mortgagee may deem necessary to protect the Lien and security interest created hereby. Mortgagee is authorized to enter upon the Mortgaged Property for such purposes or appear in, defend or bring any action or proceeding to protect its interests in and to the Mortgaged Property or to foreclose this Mortgage or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees and disbursements to the extent permitted by applicable Legal Requirements), with interest thereon at the then applicable default rate from the date on which such cost or expense was incurred by Mortgagee under this Paragraph 18 to the date of payment to Mortgagee, shall: (i) constitute a portion of the Debt, (ii) be secured by this Mortgage and the other Loan Documents, and (iii) be due and payable to Mortgagee upon demand.

19. Remedies.

(a) Upon the occurrence of any Event of Default, under the Loan Agreement, or under any other Loan Document, in addition to any other rights, remedies and powers that Mortgagee may have under the Loan Documents or as permitted by Legal Requirements. Mortgagee may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, by Mortgagee itself or otherwise, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee, whether under the Loan Agreement, the other Loan Documents or any Legal Requirement:

(i) declare the entire Debt to be immediately due, payable and collectible regardless of maturity;

(ii) institute a proceeding or proceedings, judicial or nonjudicial, to the extent permitted by Legal Requirements, by advertisement or otherwise, for the complete foreclosure of this Mortgage, in which case the Mortgaged Property may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(iii) with or without entry, to the extent permitted and pursuant to the procedures provided by Legal Requirements, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Debt then due and payable, subject to the continuing Lien of this Mortgage for the balance of the Debt not then due;

(iv) sell for cash or upon credit the Mortgaged Property and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to the power of sale, to the extent permitted by Legal Requirements, or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by Legal Requirements;

(v) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage, the Loan Agreement, or any other Loan Document;

(vi) recover judgment on the Loan Agreement and other Loan Documents either before, during or after any proceeding for the enforcement of this Mortgage;

(vii) if permitted by Legal Requirements, obtain a judgment for any deficiency remaining in the Debt after application of amounts received from the exercise of the rights provided in this Paragraph 19;

(viii) apply for the appointment of a trustee, receiver, liquidator or conservator of the Mortgaged Property, without notice and without regard for the adequacy of any security for the Debt and without regard for the solvency of the Mortgagor or of any Person liable for the payment of the Debt;

(ix) enforce Mortgagee's interest in the Leases and Rents and enter into or upon the Mortgaged Property, either personally or by its agents, nominees or attorneys and dispossess Mortgagor and its, his, or her agents and employees therefrom, and thereupon Mortgagee may (A) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with the Mortgaged Property and conduct the business thereat; (B) complete any construction on the Mortgaged Property in such manner and form as Mortgagee deems advisable; (C) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Property; (D) exercise all rights and powers of Mortgagor with respect to the Mortgaged Property, whether in the name of Mortgagor or otherwise, including the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive Rents; and (E) apply the receipts from the Mortgaged Property to the payment of the Debt, after deducting therefrom all expenses (including reasonable attorneys' fees and disbursements) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Policies, and Other Charges in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of Mortgagee, and its counsel, agents and employees;

(x) require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of any portion of the Mortgaged Property occupied by Mortgagor, and require Mortgagor to vacate and surrender possession of the Mortgaged Property to Mortgagee or to such receiver, and, in default thereof, evict Mortgagor by summary proceedings or otherwise; or

(xi) pursue such other rights and remedies as may be available at law or in equity or under the UCC or other applicable Legal Requirements, including the right to receive and/or establish a lock box for all Rents and proceeds from the Intangibles and any other receivables or rights to payments of Mortgagor relating to the Mortgaged Property.

In the event of a sale or other Transfer, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a Lien on the remaining portion of the Mortgaged Property.

(b) The proceeds of any sale or other Transfer made under or by virtue of this Paragraph 19, together with any other sums which then may be held by Mortgagee under this Mortgage, whether under the provisions of this paragraph or otherwise, shall be applied by Mortgagee to the payment of the Debt in such priority and proportion as Mortgagee in its sole discretion shall determine.

(c) Mortgagee may adjourn from time to time any sale or other Transfer by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed

for such sale or other Transfer for such adjourned sale or other Transfer; and, except as otherwise provided by any Legal Requirements, Mortgagee, without further notice or publication, may make such sale or other Transfer at the time and place to which the same shall be so adjourned.

(d) Upon the completion of any sale(s) or other Transfer(s) pursuant hereto, Mortgagee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, Transferring all estate, right, title and interest in and to the Mortgaged Property and rights sold. Mortgagee is hereby irrevocably appointed the true and lawful attorney of Mortgagor, in its name and stead, to make all necessary Transfers of the Mortgaged Property and rights so sold and for that purpose Mortgagee may execute all necessary instruments of Transfer, and may substitute one or more Persons with like power, Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Any sale(s) or Transfer(s) made under or by virtue of this Paragraph 19, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all Persons claiming or who may claim the same, or any portion thereof, from, through or under Mortgagor.

(e) Upon any sale(s) or other Transfer(s) made under or by virtue of this Paragraph 19, whether made under a power of sale or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any portion thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Debt the net sales price after deducting therefrom the expenses of the sale or other Transfer and costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage or any other Loan Document.

(f) No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect in any manner or to any extent the Lien of this Mortgage upon the Mortgaged Property or any portion thereof, or any Liens, rights, powers or remedies of Mortgagee hereunder, but such Liens, rights, powers and remedies of Mortgagee shall continue unimpaired as before.

(g) Mortgagee may terminate or rescind any proceeding or other action brought in connection with its exercise of the remedies provided in this Paragraph 19 at any time before the conclusion thereof, as determined in Mortgagee's sole discretion and without prejudice to Mortgagee.

(h) In any action to foreclose this Mortgage or upon the occurrence of an Event of Default, the Mortgagee shall have the right to apply for the appointment of receiver, trustee, liquidator or conservator of the rents and profits of the Mortgaged Property, and shall be entitled to the appointment of such receiver as a matter of right. Mortgagor hereby consents to such appointment and waives notice of any application thereof.

(i) Mortgagee may resort to any remedies and the security given by this Mortgage or in any other Loan Document in whole or in part, and in such portions and in such order as determined by Mortgagee in its sole discretion. No such action shall in any way be considered a waiver of any rights, benefits or remedies evidenced or provided by any Loan Document. The failure of Mortgagee to exercise any right, remedy or option provided in any Loan Document shall not be deemed a waiver of such right, remedy or option or of any covenant or obligation secured by any Loan Document. No acceptance by Mortgagee of any payment after the occurrence of any Event of Default and no payment or performance by Mortgagee of any obligation for which Mortgagor or any other Loan Party, as applicable, is liable hereunder shall be deemed to waive or cure any Event of Default, or Mortgagor's liability to pay such obligation. No sale or other Transfer of all or any portion of the Mortgaged Property, no forbearance on the part of Mortgagee, and no extension of time for the payment of the whole or any portion of the Debt or any other indulgence given by Mortgagee to Mortgagor, shall operate to release or in any manner affect the interest of Mortgagee in the remaining Mortgaged Property or the liability of Mortgagor to pay the Debt. No waiver by Mortgagee shall be effective unless it is in writing and then only to the extent specifically stated. All costs and expenses of Mortgagee in exercising its rights and remedies under this Paragraph 19 (including reasonable attorneys' fees and disbursements to the extent permitted by Legal Requirements), shall be paid by Mortgagor within five (5) days after notice from Mortgagee, with interest at the then applicable default rate for the period after notice from Mortgagee, and such costs and expenses shall constitute a portion of the Debt and shall be secured by this Mortgage.

(j) The interests and rights of Mortgagee under the Loan Documents shall not be impaired by any indulgence or forbearance, including (i) any renewal, extension or modification which Mortgagee may grant with respect to any of the Debt, (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Mortgagee may grant with respect to the Mortgaged Property or any portion thereof or (iii) any release or indulgence granted to any maker, endorser, guarantor, pledgor, or surety of any of the Debt.

20. Right of Entry. In addition to any other rights or remedies granted under this Mortgage, Mortgagee and its agents and employees shall have the right to enter and inspect or audit the Mortgaged Property at any reasonable time during the term of this Mortgage. Subject to the next sentence, the cost of such inspections or audits shall be borne by Mortgagor should Mortgagee determine that an Event of Default exists, including the cost of all follow up or additional investigations, audits, or inquiries deemed reasonably necessary by Mortgagee. The cost of such inspections and audits, if not paid for by Mortgagor within five (5) days after demand, may be added to the principal balance of the Loan and this Mortgage and shall bear interest thereafter until paid at the then applicable default rate.

ARTICLE III. MISCELLANEOUS

21. Notices. All notices, consents, approvals, demands, and requests required or permitted hereunder or under any other Loan Document (each, a "*Notice*") shall be given in writing and shall be effective for all purposes if either hand delivered with receipt acknowledged, or by a nationally recognized overnight delivery service (such as Federal Express), or by certified or registered United States mail, return receipt requested, postage prepaid, in each case

addressed as follows (or to such other address or Person as a party shall designate from time to time by Notice to the other party):

If to Mortgagee: **AXOS BANK**
c/o World Business Lenders, LLC
101 Hudson St., 33rd Floor
Jersey City, NJ 07302
Attn: Robert M. Pardes, Managing Director

with a copy to: **WORLD BUSINESS LENDERS, LLC**
101 Hudson St., 33rd Floor
Jersey City, NJ 07302
Attn: Andy Occhino, General Counsel

If to Mortgagor: **LAURIE D. FIELDS**
3241 Brook Highland Trce
Birmingham, AL 35242

If to Mortgagor: **PAUL ALAN FIELDS**
3241 Brook Highland Trce
Birmingham, AL 35242

A Notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery on a business day; or in the case of overnight delivery, upon the first attempted delivery on a business day.

22. Security Agreement. This Mortgage is both a real property Mortgage and a “security agreement” within the meaning of the UCC. The Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Mortgaged Property. In addition, in order to secure the prompt payment and performance of the Debt, Mortgagor hereby grants to Mortgagee a security interest in all of Mortgagor’s right, title and interest, whether now owned or hereafter acquired or arising, in and to the following (each item having the meaning ascribed to such term in the UCC): (a) all accounts, (b) all chattel paper, (c) all equipment, (d) all fixtures, (e) all general intangibles, (f) all goods, (g) all instruments, (h) all inventory, (i) all deposit accounts and securities accounts, (j) all other portions of the Mortgaged Property which may be subject to the UCC, and (k) all proceeds of any and all of the foregoing (collectively, the “*UCC Collateral*”). This Mortgage shall also constitute a “fixture filing” for the purposes of the UCC. As such, this Mortgage covers all items of the UCC Collateral that are or are to become fixtures. Information concerning the security interest herein granted may be obtained from the parties at the addresses of the parties set forth in the first paragraph of this Mortgage. If an Event of Default shall occur, Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the UCC, including, without limiting the generality of the foregoing, the right to take possession of the UCC Collateral or any portion thereof, and to take such other measures as

Mortgagee may deem necessary for the care, protection and preservation of the UCC Collateral. Upon request or demand of Mortgagee, Mortgagor shall at its expense assemble the UCC Collateral and make it available to Mortgagee at a place acceptable to Mortgagee. Mortgagor shall pay to Mortgagee on demand any and all reasonable expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Mortgagee in protecting its interest in the UCC Collateral and in enforcing the rights hereunder with respect to the UCC Collateral. Any notice of sale, disposition, other Transfer, or other intended action by Mortgagee with respect to the UCC Collateral, sent to Mortgagor in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Mortgagor. The proceeds of any disposition of the UCC Collateral, or any part thereof, may be applied by Mortgagee to the payment of the Debt in such priority and proportions as Mortgagee in its sole discretion shall determine. In the event of any change in name, identity or structure of Mortgagor, Mortgagor shall promptly notify Mortgagee thereof in writing and promptly after request shall prepare, execute, file and/or record or authorize Mortgagee to prepare, file and/or record, as applicable, such UCC forms as are necessary to maintain the priority of Mortgagee's Lien upon and security interest in the UCC Collateral, and shall pay all expenses and fees in connection with the filing and recording thereof. If Mortgagee shall require the preparation, filing and/or recording of additional UCC financing or continuation statements, Mortgagor shall, promptly after request, file and record such UCC forms or continuation statements as Mortgagee shall deem necessary, and shall pay all reasonable expenses and fees in connection with the filing and recording thereof, it being understood and agreed, however, that no such additional documents shall increase Mortgagor's obligations under the Loan Documents. Mortgagor hereby authorizes Mortgagee at any time and from time to time to file any financing or continuation statements in any jurisdiction and with such filings offices as is necessary or desirable to establish or maintain the perfection and priority of the security interests granted in this Mortgage. Any such financing statements may indicate the collateral as "all assets of the debtor, including all goods that are or to become fixtures, whether now owned or hereafter acquired or arising" or using words of similar effect. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, coupled with an interest, to file with the appropriate public office on its behalf any financing or other statements signed or authorized only by Mortgagee, as secured party, in connection with the UCC Collateral covered by this Mortgage.

23. Actions and Proceedings. Mortgagee has the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of Mortgagor, which Mortgagee, in its sole discretion, decides should be brought to protect its or their interest in and Lien on the Mortgaged Property. Mortgagee shall, at its option, be subrogated to the Lien of any mortgage or other security instrument discharged in whole or in part by the Debt, and any such subrogation rights shall constitute additional security for the full and indefeasible payment of the Debt.

24. Marshalling and Other Matters. Mortgagor hereby waives, to the extent permitted by Legal Requirements, the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale or other Transfer hereunder of the Mortgaged Property or any portion thereof or any interest therein. Further, Mortgagor hereby expressly waives any and all rights of redemption from the sale or other Transfer under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, and on behalf of each and every Person acquiring any interest in or title to the

Mortgaged Property subsequent to the Effective Date and on behalf of all Persons to the extent permitted by applicable Legal Requirements. The Lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee and, without limiting the generality of the foregoing, the Lien hereof shall not be impaired by (i) any acceptance by Mortgagee of any other security for any portion of the Debt, (ii) any failure, neglect or omission on the part of Mortgagee to realize upon or protect any portion of the Debt or any collateral security therefor or (iii) any release (except as to the property released), sale, Transfer, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any portion of the Debt or of any of the collateral security therefor (including, the Mortgaged Property and any other collateral, including the Collateral (as defined in the Loan Agreement); and Mortgagee may foreclose, or exercise any other remedy available to Mortgagee under other Loan Documents without first exercising or enforcing any of its remedies under this Mortgage, and any exercise of the rights and remedies of Mortgagee hereunder shall not in any manner impair the Debt, the Liens created hereby or by any other Loan Document, or any of Mortgagee's rights and remedies thereunder.

25. Inapplicable Provisions. If any term, covenant or condition of this Mortgage is held to be invalid, illegal or unenforceable in any respect, this Mortgage shall be construed without such provision.

26. Headings. The paragraph headings in this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

27. Duplicate Originals. This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

28. Homestead. Mortgagor hereby waives and renounces all homestead and exemption rights provided by the Constitution and the laws of the United States or by any other Legal Requirement, in and to the Mortgaged Property as against the collection of the Debt, or any portion thereof.

29. Assignments. Mortgagee shall have the right to assign or Transfer its rights under this Mortgage without limitation. Any assignee or Transferee shall be entitled to all the benefits afforded Mortgagee under this Mortgage including all rights contained in this Paragraph 29.

30. Waiver of Jury Trial. **MORTGAGOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY IRREVOCABLY AND UNCONDITIONALLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY MORTGAGOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. MORTGAGEE IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH**

31. Consents. Any consent or approval by Mortgagee in any single instance shall not be deemed or construed to be Mortgagee's consent or approval in any like matter arising at a subsequent date, and the failure of Mortgagee to promptly exercise any right, power, remedy, consent or approval provided herein or at law or in equity shall not constitute or be construed as a waiver of the same nor shall Mortgagee be estopped from exercising such right, power, remedy, consent or approval at any later date. Any consent or approval requested of and granted by Mortgagee pursuant hereto shall be narrowly construed to be applicable only to Mortgagor and the matter identified in such consent or approval and no other Person shall claim any benefit by reason thereof, and any such consent or approval shall not be deemed to constitute Mortgagee a venturer or partner with Mortgagor nor shall privity of contract be presumed to have been established with any such other Person. If Mortgagee deems it to be in its best interest to retain assistance of Persons, firms or corporations (including attorneys, title insurance companies, appraisers, engineers and surveyors) with respect to a request for consent or approval, Mortgagor shall reimburse Mortgagee for all costs reasonably incurred in connection with the employment of such Persons, firms or corporations.

32. Employee Benefit Plan. During the term of this Mortgage, unless Mortgagee shall have previously consented in writing, (i) Mortgagor shall take no action that would cause it to become an "*employee benefit plan*" as defined in 29 C.F.R. Section 2510.3-101, or "*assets of a governmental plan*" subject to regulation under the state statutes, and (ii) Mortgagor shall not Transfer the Mortgaged Property, or any portion thereof or interest therein, to any transferee that does not execute and deliver to Mortgagee its, his or her written assumption of the obligations of this Paragraph 32. Mortgagor shall protect, defend, indemnify and hold Mortgagee harmless from and against all loss, cost, damage and expense (including all attorneys' fees and disbursements, excise taxes and costs and expenses of correcting any prohibited transaction or obtaining an appropriate exemption) that Mortgagee may incur as a result of Mortgagor's breach of this Paragraph 32. The covenant and indemnity in this Paragraph 32 shall survive the extinguishment of the Lien of this Mortgage by foreclosure or action in lieu thereof; furthermore, the foregoing indemnity shall supersede any limitations on Mortgagor's liability under any of the Loan Documents.

33. GOVERNING LAW AND VENUE.

(a) WITH RESPECT TO MATTERS RELATING TO THE CREATION AND PERFECTION OF THE LIENS AND SECURITY INTERESTS CREATED BY THIS MORTGAGE, AND TO PROCEDURES RELATING TO THE FORECLOSURE OF SUCH LIENS AND SECURITY INTERESTS, THIS MORTGAGE SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROPERTY STATE, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF THE PROPERTY STATE, THE LAW OF THE LOAN AGREEMENT STATE APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, SHALL GOVERN ALL OTHER MATTERS RELATING TO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS, INCLUDING ALL MATTERS RELATING TO THE DEBT (INCLUDING

THE ENFORCEMENT THEREOF) ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE LOAN AGREEMENT STATE, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE LOAN AGREEMENT.

(b) THE MORTGAGOR HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE LOAN AGREEMENT STATE (AND THE PROPERTY STATE IF THE MORTGAGED PROPERTY IS NOT LOCATED IN THE LOAN AGREEMENT STATE) IN ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS MORTGAGE AND/OR THE OTHER LOAN DOCUMENTS. IN ADDITION, THE MORTGAGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION WHICH THE MORTGAGOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS MORTGAGE AND/OR THE OTHER LOAN DOCUMENTS BROUGHT IN ANY OF THE AFORESAID COURTS, AND HEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO PLEAD OR CLAIM THAT ANY SUCH ACTION BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

34. Joint and Several Liability. If Mortgagor consists of more than one Person, all liabilities and obligations of each such Mortgagor under this Mortgage, shall be joint and several.

35. Future Advances. This Mortgage is given (i) to secure the Debt and (ii) to wholly secure all future advances and/or future obligations of Mortgagor to Mortgagee whether now existing or hereafter incurred by reason of future advances or future obligations by Mortgagee and regardless of whether such advances or obligations were contemplated by the parties as of the Effective Date. Notice of the continuing grant under the Mortgage shall not be required to be stated on the face of any document evidencing the Debt or any Obligation nor shall such documents be required to otherwise specify that they were secured hereby. The maximum principal amount which may be secured by this Mortgage at any one time is **\$150,000.00** plus interest (which may include interest on interest) and costs of collection. The period in which future advances may be made and future obligations may be incurred is the period between the Effective Date and that date which is thirty (30) years from the Effective Date. All future advances and future obligations shall be considered to be made pursuant to applicable Legal Requirements.

ARTICLE IV. STATE SPECIFIC PROVISIONS

36. Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article IV and the other terms and conditions of this Mortgage, the terms and conditions of this Article IV shall control and be binding.

37. Acceleration; Remedies.

(a) At any time during the existence of an Event of Default, Mortgagee, at Mortgagee's option, may declare the Debt to be immediately due and payable without further

demand, and may invoke the power of sale and any one or more other remedies permitted by applicable law or provided in this Mortgage, the Loan Agreement or in any other Loan Document. Mortgagor acknowledges that the power of sale granted in this Mortgage may be exercised by Mortgagee without prior judicial hearing. Mortgagee will be entitled to collect all costs and expenses incurred in pursuing such remedies, including Attorneys' Fees and Costs and costs of documentary evidence, abstracts and title reports.

(b) If Mortgagee invokes the power of sale, Mortgagee will mail a copy of a notice of sale to Mortgagor in accordance with statutory requirements. Mortgagee will give notice by publication once a week for three consecutive weeks of the time, place and terms of such sale, together with a description of the Mortgaged Property to be sold, in a newspaper published in the county or counties in which the Premises to be sold is located, and thereupon will sell the Mortgaged Property (or such part or parts thereof as the Mortgagee may from time to time elect to sell) to the highest bidder at public auction at the front door of the County Courthouse of the county in which the Premises to be sold, or a substantial and material part thereof is located. The sale will be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. Mortgagee may sell the Mortgaged Property in one or more parcels and in such order as Mortgagee may determine. Mortgagee may postpone sale of all or any parcel of the Mortgaged Property by public announcement at the time and place of any previously scheduled sale and by re-publication of notice announcing the new sale date. Mortgagee or Mortgagee's designee may purchase the Mortgaged Property at any sale.

(c) Mortgagee will deliver to the purchaser Mortgagee's deed conveying the Mortgaged Property so sold without any covenant or warranty, express or implied. The recitals in Mortgagee's deed will be prima facie evidence of the truth of the statements made in those recitals. Mortgagor covenants and agrees that the proceeds of any sale will be applied in the following order or as otherwise prescribed by law: (i) to all costs and expenses of the sale, including attorneys' fees; (ii) to the Debt in such order as Mortgagee, in Mortgagee's discretion, directs; and (iii) the excess, if any, to the person or persons legally entitled to it, after deducting therefrom the costs of ascertaining their identity.

38. Defeasance. Upon payment of the Debt, this Mortgage will become null and void upon the filing by the Mortgagee of a written instrument of termination. Mortgagor will pay Mortgagee's reasonable costs incurred in releasing this Mortgage.

39. Waiver of Exemptions. Mortgagor waives all rights of exemptions as to personal property. If Mortgagor is an individual, Mortgagor represents and warrants to Mortgagee that the Mortgaged Property is not the homestead of Mortgagor or Mortgagor's spouse.

40. **WAIVER OF TRIAL BY JURY.**

(a) **EACH OF MORTGAGOR AND MORTGAGEE COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS MORTGAGE OR THE RELATIONSHIP BETWEEN THE PARTIES AS MORTGAGOR AND MORTGAGEE THAT IS TRIABLE OF RIGHT BY A JURY.**

(b) EACH OF MORTGAGOR AND MORTGAGEE WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

41. **TRUE AND CORRECT COPY.** MORTGAGOR HEREBY DECLARES THAT MORTGAGOR HAS READ THIS MORTGAGE, HAS RECEIVED A COMPLETELY FILLED-IN COPY OF IT WITHOUT CHARGE THEREFOR, AND HAS SIGNED THIS MORTGAGE AS OF THE EFFECTIVE DATE.

ARTICLE V. DEFINITIONS; PRINCIPLES OF CONSTRUCTION

42. **Definitions.** The following terms have the meanings set forth below:

Affiliate: as to any Person, any other Person (i) which directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such Person; or (ii) which, directly or indirectly, beneficially owns or holds ten percent (10%) or more of any class of stock or any other ownership interest in such Person; or (iii) ten percent (10%) or more of the direct or indirect ownership of which is beneficially owned or held by such Person; or (iv) which is a member of the family (as defined in Section 267(c)(4) of the Bankruptcy Code) of such Person or which is a trust or estate, the beneficial owners of which are members of the family (as defined in Section 267(c)(4) of the Bankruptcy Code) of such Person; or (v) which directly or indirectly is a general partner, controlling shareholder, managing member, officer, director, trustee or employee of such Person.

Award(s): award(s) heretofore or hereafter made for damages suffered or compensation paid by reason of a Taking.

Bankruptcy Proceeding: with respect to any Person, any petition by or against such Person under the Bankruptcy Code or any state or other federal bankruptcy or insolvency law, or the liquidation of all or a major portion of the assets or properties of such Person.

Condemnation: any condemnation or eminent domain proceeding affecting the Mortgaged Property.

Control: with respect to any Person, either (i) ownership directly or indirectly of fifty percent (50%) or more of all equity interests in such Person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise; and the terms "Controlled", "Controlling" and "common Control" shall have correlative meanings.

Environmental Laws: any Legal Requirement pertaining to or imposing liability or standards of conduct concerning environmental regulation, contamination or clean-up, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Emergency Planning and Community Right-to-Know Act of 1986, the Hazardous Substances Transportation Act, the

Solid Waste Disposal Act, the Clean Water Act, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, any state super-lien and environmental clean-up statutes, any other federal or state or local law requiring related permits and licenses and all amendments to and regulations in respect of the foregoing.

Governmental Authority: any court, board, agency, commission, office or authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) now or hereafter in existence.

Hazardous Materials: hazardous, toxic and/or dangerous substances, Toxic Mold, or any other substances or materials which are included under or regulated by Environmental Laws.

Legal Requirements: statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of any Governmental Authority (including those regarding fire, health, handicapped access, sanitation, ecological, historic, zoning, environmental protection, wetlands and building laws and the Americans with Disabilities Act of 1990, Pub. L. No. 89-670, 104 Stat. 327 (1990), as amended, and all regulations promulgated pursuant thereto) affecting Mortgagor, any Loan Document, or all or part of the Mortgaged Property or the construction, ownership, use, alteration or operation thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instrument, either of record or known to Mortgagor, at any time in force affecting all or part of the Mortgaged Property.

Lien: any mortgage, deed of trust, lien (statutory or otherwise), pledge, hypothecation, easement, restrictive covenant, preference, assignment, security interest, or any other encumbrance, charge or Transfer of, or any agreement to enter into or create any of the foregoing, on or affecting all or any portion of the Mortgaged Property or any interest therein, or any direct or indirect interest in Mortgagor, including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing or continuation statement, and any mechanic's, materialmen's and other similar liens and encumbrances.

Loan Agreement State: the state whose law governs the Loan Agreement, as more specifically set forth therein.

Loan Party(ies): collectively and jointly and severally, Mortgagor, and any other Person obligated to Mortgagee either directly or as a co-obligor or surety with respect to the Debt or any portion thereof as a signatory to any Loan Document.

Other Charges: all ground rents, maintenance charges, impositions other than Taxes, and any other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Mortgaged Property, now or hereafter levied or assessed or imposed against the Mortgaged Property or any portion thereof.

Person: any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal,

state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

Policy: any policy of insurance affecting Mortgagor or the Mortgaged Property as required hereunder or under the other Loan Documents.

Proceeds: the proceeds of any Policy.

Property State: the state where the Mortgaged Property is located.

Taking: a taking by eminent domain, change of grade of streets, or other injury to, or decrease in the value of, the Mortgaged Property by any public or quasi-public authority or corporation; and **“Take”** and **“Taken”** shall have the correlative meanings.

Taxes: all real estate and personal property taxes, assessments, water rates and sewer rents, maintenance charges, impositions, vault charges and license fees, now or hereafter levied or assessed or imposed against all or part of the Mortgaged Property.

Third Party: any Person that is neither Mortgagor, Mortgagee, nor any Affiliate of any of the foregoing.

Transfer: (i) any sale, conveyance, transfer, encumbrance, pledge, lease or assignment, or the entry into any agreement to sell, convey, transfer, encumber, pledge, lease or assign, whether by law or otherwise, of, on, in or affecting (x) all or part of the Mortgaged Property (including any legal or beneficial direct or indirect interest therein) or (y) any direct or indirect interest in Mortgagor or (ii) any change of Control of Mortgagor.

43. **Principles of Construction.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words and definitions used in this Mortgage may be used interchangeably in singular or plural form; and the word **“Mortgagor”** shall mean “Mortgagor and any subsequent owner or owners of the Mortgaged Property or any portion thereof or any interest therein,” the word **“Mortgagee”** shall mean “Mortgagee and any subsequent holder of the Loan,” the words **“Mortgaged Property”** shall include all or any portion of the Mortgaged Property and any interest or rights therein, the word **“including”** means “including but not limited to” and the words **“attorneys’ fees”** shall include any and all attorney, paralegal, and law clerk fees (whether to a Third Party or charged by Mortgagee or any employee of Mortgagee or of any Affiliate of Mortgagee), including fees at the pre-trial, trial and appellate levels incurred or paid by Mortgagee in protecting its interest in the Mortgaged Property and enforcing its rights hereunder, plus disbursements, costs and expenses. Unless otherwise specified, (i) all references to paragraphs, sections and schedules are to those in this Mortgage, (ii) the words “hereof,” “herein” and “hereunder” and words of similar import refer to this Mortgage as a whole and not to any particular provision, (iii) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms, and (iv) accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, this Mortgage has been duly executed on the day and year first above written.

MORTGAGOR: Laurie D. Fields AKA Laurie Dukes Fields
X: Laurie D. Fields

STATE OF Alabama)
COUNTY OF Shelby) SS:

AKA Laurie Dukes Fields

I John Caldwell (notary name and title) hereby certify that Laurie D. Fields whose name 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 executed the same voluntarily on the day the same bears date

Given under my hand this 24 day of MARCH, A. D. 2020

John Caldwell
NOTARY PUBLIC

(Seal)



IN WITNESS WHEREOF, this Mortgage has been duly executed on the day and year first above written.

MORTGAGOR: Paul Alan Fields

Paul Alan Fields

STATE OF Alabama)

COUNTY OF Shelby) SS:

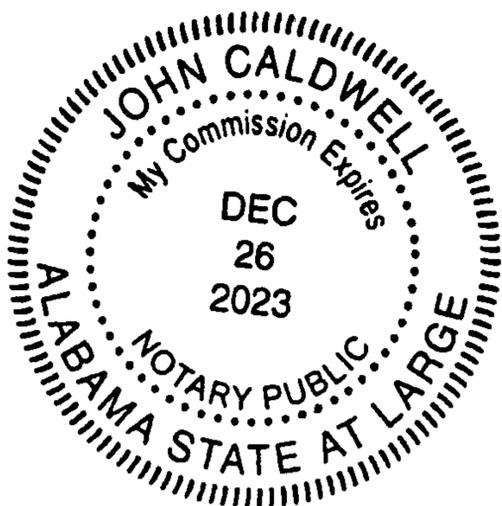
I John Caldwell (notary name and title) hereby certify that Paul Alan Fields whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date

March

Given under my hand this 23 day of _____, A. D. 2020

John Caldwell
NOTARY PUBLIC

(Seal)



SCHEDULE A

Legal Description

Lot 11, according to the Survey of Brook Highland 1st Sector, as recorded in map Book 12, Page 62 A & B, in the Probate Office of Shelby County, Alabama.

Commonly Known As:

3241 Brook Highland Trce, Birmingham, AL 35242

Parcel ID:

03-9-31-0-001-001-001

ADDENDUM TO MORTGAGE FROM
LAURIE D. FIELDS, TO
AXOS BANK, LLC ITS SUCCESSORS AND/OR ASSIGNS
BENEFICIARY

This Mortgage is given in the form of hypothecated security in that it is given to secure the debt of another, to wit: the indebtedness evidenced by the Promissory Note dated March 23, 2020 in the amount of \$150,000.00 which is made and delivered by Phase Four Inc.. (hereby referred to as "Borrower") to and for the benefit of Beneficiary. Laurie D. Fields (hereinafter referred to as "Owner") will derive a material and direct benefit from the loan evidenced by the Note, and in accordance therewith, Owner agrees that such interest and benefit are sufficient consideration to support the Mortgage. In the event of a default by Borrower under the Note, Owner expressly acknowledges, covenants, and agrees that Beneficiary shall have all rights and remedies hereunder as set forth for default just as if Owner had executed the Note. Further, in the event of default under the Note, it shall likewise be deemed an event of default hereunder giving rise to all rights and remedies as set forth herein for default. Owner expressly agrees that, upon such default, Beneficiary may elect to enforce any rights and remedies which it may have under this Mortgage. The foregoing provisions are set forth and made by Owner as an inducement to Beneficiary to enter into the loan transaction secured hereby.

****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE AND ACKNOLEDGEMT PAGE TO FOLLOW****

GRANTOR : Laurie Dukes Fields

X: Laurie Dukes Fields

20200513000190260 05/13/2020 03:22:22 PM MORT 31/32

Individual Acknowledgment

STATE OF AL
COUNTY OF Shelby

This instrument was acknowledged before me on this 23rd day of March, 2020

by Laurie Dykes Fields
John Caldwell
Notary Public for Alabama

My commission expires:

John Caldwell
My Commission Expires
12/26/2023

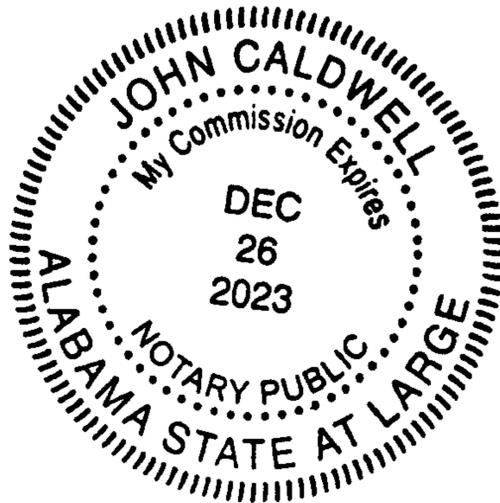


Exhibit A

Legal Description

20200513000190260 05/13/2020 03:22:22 PM MORT 32/32

Lot 11, according to the Survey of Brook Highland 1st Sector, as recorded in map Book 12, Page 62 A & B, in the Probate Office of Shelby County, Alabama.

Commonly Known As:

3241 Brook Highland Trce, Birmingham, AL 35242

Parcel ID:

03-9-31-0-001-001-001



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/13/2020 03:22:22 PM
\$340.00 CHARITY
20200513000190260

Allie S. Bayl