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DOCUMENT COVER SHEET

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TITLE OF DOCUMENT: MORTGAGE AND SECURITY AGREEMENT

DATE OF DOCUMENT: June 23, 2020

MORTGAGOR(S): 3790 Paradise Road, Suite 250
MAILING ADDRESS: Las Vegas, Nevada 89169
Attn: Stephen Siegel

MORTGAGEE(S): Artemis Realty Capital Advisors, LLC
MAILING ADDRESS: 2555 East Camelback Road, Suite 250
Phoenix, Arizona 85016

LEGAL DESCRIPTION: See attached Exhibit A on page 23.

REF. BOOK AND PAGE:

**PREPARED BY AND
UPON RECORDING,
RETURN TO:** Melissa A. Breeden
Dickinson Wright PLLC
1850 North Central Avenue, Suite 1400
Phoenix, Arizona 85004

THIS MORTGAGE AND SECURITY AGREEMENT SERVES AS A FINANCING STATEMENT FILED AS
A FIXTURE FILING PURSUANT TO SECTION 7-9A-502(c), CODE OF ALABAMA 1975, AS AMENDED,
AND SHOULD BE CROSS-INDEXED IN THE INDEX OF FIXTURE FILINGS.

Mortgage and Security Agreement

THIS MORTGAGE AND SECURITY AGREEMENT (this "**Mortgage**") is made as of the 23 day of June, 2020 by **Birmingham Holdings LLC**, a Nevada limited liability company (the "**Mortgagor One**"), with an address at 3790 Paradise Road, Suite 250, Las Vegas, Nevada 89169, Attn: Stephen Siegel and **Birmingham Pelham Holdings LLC**, a Nevada limited liability company (the "**Mortgagor Two**"), with an address at 3790 Paradise Road, Suite 250, Las Vegas, Nevada 89169, Attn: Stephen Siegel, collectively as mortgagor, in favor of **Artemis Realty Capital Advisors, LLC**, a Delaware limited liability company (the "**Mortgagee**"), with an address at 2555 East Camelback Road, Suite 250, Phoenix, Arizona 85016, as mortgagee. Mortgagor One and Mortgagor Two are collectively, the "**Mortgagor**".

WHEREAS, Mortgagor One is the owner of a certain tract or parcel of land described in Exhibit A-1 attached hereto and made a part hereof, together with the improvements now or hereafter erected thereon, and Mortgagor Two is the owner of a certain tract or parcel of land described in Exhibit A-2 attached hereto and made a part hereof, together with the improvements now or hereafter erected thereon; and

WHEREAS, the Mortgagor has borrowed from the Mortgagee the original principal amount of up to Seven Million Three Hundred Thousand and No/100 Dollars (\$7,300,000.00) (the "**Loan**"), which Loan is evidenced by that certain Promissory Note of even date herewith in favor of the Mortgagee, and any extensions, renewals, modifications and replacements thereof (the "**Note**");

WHEREAS, subject to the requirements for equity injections, funding conditions, and other conditions and requirements set forth herein, the purpose of the Loan is to fund the acquisition of the Property (as defined below) for use as a commercial building, such that the Loan is an acquisition and term loan fully subject to the terms and conditions hereof and of the Loan Documents (as defined below);

NOW, THEREFORE, for the purpose of securing the payment and performance of the following obligations (collectively called the "**Obligations**"), and it is contemplated that the balance outstanding under the Loan Documents may fluctuate and that this Mortgage shall secure the balance outstanding under the Loan Documents from time to time from zero up to the maximum stated in the notice regarding future advances given below and, to the extent allowed by law, advances made by Mortgagee or obligations incurred by Mortgagee for the reasonable protection and preservation of the Property, and the lien and security interest created by this Mortgage, including but not limited to, amounts for taxes, insurance, repair, maintenance and preservation and preservation of the Property, completion of improvements on

the Property, and expenses of collection, sale and foreclosure hereunder and that the same will have priority over any intervening or subsequent liens:

(A) The Loan, the Note and all other loans, advances, debts, liabilities, obligations, covenants and duties owing by the Mortgagor to the Mortgagee or to any other direct or indirect subsidiary of the Mortgagee, of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Mortgagor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of money, (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, (v) under any interest or currency swap, future, option or other interest rate protection or similar agreement, (vi) under or by reason of any foreign currency transaction, forward, option or other similar transaction providing for the purchase of one currency in exchange for the sale of another currency, or in any other manner, or (vii) arising out of overdrafts on deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Mortgagee to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Mortgagee's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements; and any amendments, extensions, renewals, modifications and refinancings thereof and increases of or to any of the foregoing, and all costs and expenses of the Mortgagee incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses.

(B) Any sums advanced by the Mortgagee or which may otherwise become due pursuant to the provisions of the Note or this Mortgage or pursuant to any other document or instrument at any time delivered to the Mortgagee to evidence or secure any of the Obligations or which otherwise relate to any of the Obligations (as the same may be amended, supplemented or replaced from time to time, the "**Loan Documents**"; wherever reference is made herein to this Mortgage, the Note, or the Loan Documents, such reference shall include all renewals, extensions, modifications, amendments and refinancings thereof).

The Mortgagor, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, does hereby GIVE, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, MORTGAGE, WARRANTY, HYPOTHECATE, PLEDGE, SET OVER AND CONFIRM UNTO the Mortgagee, its successors and assigns, with power of sale, and does agree that the Mortgagee shall have a security interest in the following described property, all accessions and additions thereto, all substitutions therefor and replacements and

proceeds thereof, and all reversions and remainders of such property now owned or held or hereafter acquired (the "**Property**"), to wit:

(a) All of the Mortgagor One's estate in the premises described in Exhibit A-1, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging or appertaining, and all of the Mortgagor's estate, right, title, interest, claim and demand therein and in the public streets and ways adjacent thereto, either in law or in equity (the "**5429 Land**");

(b) All of the Mortgagor Two's estate in the premises described in Exhibit A-2, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging or appertaining, and all of the Mortgagor's estate, right, title, interest, claim and demand therein and in the public streets and ways adjacent thereto, either in law or in equity (the "**1902 Land**"). The 5429 Land and the 1902 Land are collectively, the "**Land**";

(c) All the buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Land, and all facilities, fixtures, machinery, apparatus, appliances, installations, machinery and equipment, including all building materials to be incorporated into such buildings, all electrical equipment necessary for the operation of such buildings and heating, air conditioning and plumbing equipment now or hereafter attached to, located in or used in connection with those buildings, structures or other improvements (the "**Improvements**");

(d) All rents, issues and profits arising or issuing from the Land and the Improvements (the "**Rents**") including the Rents arising or issuing from all leases, licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Land and Improvements (the "**Leases**"), all of which Leases and Rents are hereby assigned to the Mortgagee by the Mortgagor. The foregoing assignment shall include all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties, and all cash or securities deposited under Leases to secure performance of lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms. The foregoing assignment extends to Rents arising both before and after the commencement by or against the Mortgagor of any case or proceeding under any Federal or State bankruptcy, insolvency or similar law, and is intended as an absolute assignment and not merely the granting of a security interest. The Mortgagor, however, shall have a license to collect, retain and use the Rents so long as no Event of Default shall have occurred and be continuing or shall exist. The Mortgagor will execute and deliver to the Mortgagee, on demand, such additional assignments and instruments as the Mortgagee may require to implement, confirm, maintain and continue the assignment of Rents hereunder;

(e) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(f) Without limiting any of the other provisions of this Mortgage, the Mortgagor, as debtor, expressly grants unto the Mortgagee, as secured party, a security interest in all personal property (the "**Personal Property**") of the Mortgagor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) all building

materials, supplies and equipment now or hereafter delivered to the Land and intended to be installed or used thereon, and all warranties and guaranties relating thereto; (ii) accounts (including health-care-insurance receivables and credit card receivables); (iii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iv) deposit accounts; (v) instruments (including promissory notes); (vi) documents (including warehouse receipts); (vii) chattel paper (including electronic chattel paper and tangible chattel paper); (viii) inventory, including raw materials, work in process, or materials used or consumed in Mortgagor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (vix) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes, computer programs embedded in such goods and farm products; (x) equipment, including machinery, vehicles and furniture; (xi) fixtures; (xii) agricultural liens; (xiii) as-extracted collateral; (xiv) letter of credit rights; (xv) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xvi) all supporting obligations of all of the foregoing property; (xvii) all property of the Mortgagor now or hereafter in the Mortgagee's possession or in transit to or from, or under the custody or control of, the Mortgagee or any affiliate thereof; (xviii) all cash and cash equivalents thereof; and (xvix) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof. The Mortgagor will execute and deliver to the Mortgagee on demand such financing statements and other instruments as the Mortgagee may require in order to perfect, protect and maintain such security interest under the Uniform Commercial Code ("UCC") on the aforesaid collateral.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, forever, and, Mortgagor covenants that Mortgagor is lawfully seized and possessed of a fee simple estate in the Property, has a good right, full power and lawful authority to sell, convey, mortgage and grant a security interest in the same in the manner and form aforesaid, and that the same is free and clear of all grants, reservations, security interests, liens, charges and encumbrances whatsoever, except as expressly set forth in Exhibit B, which is attached hereto and incorporated herein by this reference; and, Mortgagor further covenants and binds itself, its successors, assigns, heirs and representatives, to warrant and forever defend the title thereto and quiet use and enjoyment thereof unto Mortgagee, its successors and assigns, against the claims of all persons whomsoever, except as to those matters set forth in said Exhibit B.

Provided, however, that if the Mortgagor shall pay to the Mortgagee the Obligations, and if the Mortgagor shall keep and perform each of its other covenants, conditions and agreements set forth herein and in the other Loan Documents, then, upon the termination of all obligations, duties and commitments of the Mortgagor under the Obligations and this Mortgage, and subject to the provisions of the paragraph entitled "Survival; Successors and Assigns", the estate hereby granted and conveyed shall become null and void.

NOTICE: This mortgage secures credit in the aggregate principal amount of \$7,300,000.00. Loans and advances up to this amount, together with interest, costs, expenses and other obligations set forth herein, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

This Mortgage is given for the purpose of creating a lien on real property in order to secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, and all other additional indebtedness, whether such advances or additional indebtedness are made or incurred before or after a default or Event of Default (as hereinafter defined) or maturity or other similar events, to the same extent as if such future advances or additional indebtedness were made or incurred on the date of the execution hereof, although there may be no advance made at the time of the execution hereof and although there may be no indebtedness outstanding at the time any advance is made. The types of future advances and additional indebtedness secured by and having priority under this Mortgage shall include (i) advances and readvances of principal under the Note or other Loan Documents, if any, and, (ii) disbursements and other advances for the payment of taxes, assessments, maintenance charges, insurance premiums or costs relating to the Property, for the discharge of liens having priority over the lien of this Mortgage, for the curing of waste of the Property and for the payment of service charges and expenses incurred by reason of default and including late charges, reasonable attorneys' fees and court costs, together with interest thereon. The lien of this Mortgage, as to third persons with or without actual knowledge thereof, shall be valid as to all such indebtedness and future advances, from the date of recordation, in accordance with the laws of the state in which the Property is situated.

1. Representations and Warranties. The Mortgagor represents and warrants to the Mortgagee that (i) the Mortgagor has good and marketable title to an estate in fee simple absolute in the Land and Improvements and has all right, title and interest in all other property constituting a part of the Property, in each case free and clear of all liens and encumbrances, except as may otherwise be set forth on an Exhibit B hereto and (ii) its name, type of organization, jurisdiction of organization and chief executive office are true and complete as set forth in the heading of this Mortgage. This Mortgage is a valid and enforceable first lien on the Property (except as set forth on Exhibit B) and the Mortgagee shall, subject to the Mortgagor's right of possession prior to an Event of Default, quietly enjoy and possess the Property. The Mortgagor shall preserve such title as it warrants herein and the validity and priority of the lien hereof and shall forever warrant and defend the same to the Mortgagee against the claims of all persons.

2. Affirmative Covenants. Until all of the Obligations shall have been fully paid, satisfied and discharged the Mortgagor shall:

(a) Payment and Performance of Obligations. Pay or cause to be paid and perform all Obligations when due as provided in the Loan Documents.

(b) Legal Requirements. Promptly comply with and conform to all present and future laws, statutes, codes, ordinances, orders and regulations and all covenants, restrictions and conditions which may be applicable to the Mortgagor or to any of the Property (the "**Legal Requirements**").

(c) Impositions. Before interest or penalties are due thereon and otherwise when due, the Mortgagor shall pay or cause to be paid all taxes of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Property, all general and special assessments (including any condominium or planned unit development assessments, if any), levies, permits, inspection and license fees, all water and sewer rents and charges, and all other charges and liens, whether of a like or different nature, imposed upon or assessed against the Mortgagor or any of the Property (the "**Impositions**"). Within thirty (30) days after the payment of any Imposition, the Mortgagor shall deliver to the Mortgagee written evidence acceptable to the Mortgagee of such payment. The Mortgagor's obligations to pay the Impositions shall survive the Mortgagee's taking title to and possession of the Property through foreclosure, deed-in-lieu or otherwise, as well as the termination of the Mortgage including, without limitation, by merger into a deed.

(d) Maintenance of Security. Use, and permit others to use, the Property only for its present use or such other uses as permitted by applicable Legal Requirements and approved in writing by the Mortgagee. The Mortgagor shall keep the Property in good condition and order and in a rentable and tenantable state of repair and will make or cause to be made, as and when necessary, all repairs, renewals, and replacements, structural and nonstructural, exterior and interior, foreseen and unforeseen, ordinary and extraordinary, provided, however, that no structural repairs, renewals or replacements shall be made without the Mortgagee's prior written consent. The Mortgagor shall not remove, demolish or alter the Property nor commit or suffer waste with respect thereto, nor permit the Property to become deserted or abandoned. The Mortgagor covenants and agrees not to take or permit any action with respect to the Property which will in any manner impair the security of this Mortgage or the use of the Property as set forth in the Loan Documents.

3. Leases. The Mortgagor shall not (a) execute an assignment or pledge of the Rents or the Leases other than in favor of the Mortgagee; (b) accept any prepayment of an installment of any Rents prior to the due date of such installment; or (c) enter into or amend any of the Leases without the Mortgagee's prior written consent, except as provided in that certain Assignment of Leases and Rents dated of even date with this Mortgage. All leases and subleases shall be subordinated to this Mortgage and to the Mortgagee's rights and, together with any and all rents, issues or profits relating thereto, shall be assigned at the time of execution to the Mortgagee as additional collateral security for the Obligations, all in such form, substance and detail as is satisfactory to the Mortgagee in its sole discretion.

4. Due on Sale Clause. The Mortgagor shall not sell, convey or otherwise transfer any interest in the Property (whether voluntarily or by operation of law), or agree to do so, without the Mortgagee's prior written consent, including (a) any sale, conveyance, encumbrance, assignment, or other transfer of (including installment land sale contracts), or the grant of a security interest in, all or any part of the legal or equitable title to the Property, except as otherwise permitted hereunder; (b) any lease of all or any portion of the Property; or (c) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of the Mortgagor, if a corporation or any partnership interest in the Mortgagor, if a partnership, or any membership interest, if a limited liability entity, except in favor of the Mortgagee. Any breach under this Section shall be an Event of Default hereunder and shall cause an immediate acceleration of the Obligations without any notice or demand by the Mortgagee.

5. **Insurance.** The Mortgagor shall keep the Property continuously insured, in amounts and as required under the Leases and as set forth in the Loan Agreement. Mortgagee shall be named as mortgagee, as to all Property insurance policies and as an additional insured as to all general liability insurance policies. In the event the Leases do not provide for coverage to the Mortgagee satisfactory to the Mortgagee, then the Mortgagor shall keep the Property continuously insured as provided in the Loan Agreement, which shall include "causes of loss" insurance in an amount not less than the cost to replace the Property or an amount not less than the full insurable value of the Property, whichever is greater, covering such risks and in such amounts and with such deductibles as are satisfactory to the Mortgagee and its counsel including, without limitation, insurance against loss or damage by fire, with extended coverage and against other hazards as the Mortgagee may from time to time require. With respect to any property under construction or reconstruction, the Mortgagor shall maintain builder's risk insurance. The Mortgagor shall also maintain commercial general liability insurance, in an amount of not less than Three Million Dollars (\$3,000,000.00) combined single limit, which includes contractual liability insurance for the Mortgagor's obligations under the Leases, and worker's compensation insurance. All property and builder's risk insurance shall include protection for continuation of income for a period of twelve (12) months, in the event of any damage caused by the perils referred to above. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by the Mortgagee, shall be with an insurance company or companies satisfactory to the Mortgagee, shall be in form satisfactory to the Mortgagee, shall meet all coinsurance requirements of the Mortgagee, shall be maintained in full force and effect, shall be assigned to the Mortgagee, with premiums prepaid, as collateral security for payment of the Obligations, shall be endorsed with a standard mortgagee clause in favor of the Mortgagee and shall provide for at least thirty (30) days notice of cancellation to the Mortgagee. Such insurance shall also name the Mortgagee as an additional insured under the commercial general liability policy and the Mortgagor shall also deliver to the Mortgagee a copy of the replacement cost coverage endorsement. If the Property is located in an area which has been identified by any governmental agency, authority or body as a flood hazard area or the like, then the Mortgagor shall maintain a flood insurance policy covering the Property in an amount not less than the original principal amount of the Loan or the maximum limit of coverage available under the federal program, whichever amount is less.

6. **Rights of Mortgagee to Insurance Proceeds.** In the event of loss where the damage is equal to or less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), the Mortgagor shall use the proceeds of insurance to reconstruct the Property, with any excess proceeds to be paid to Mortgagee and applied to the Loan. In the event of loss where the damage is greater than Five Hundred Thousand and No/100 Dollars (\$500,000.00), the Mortgagee shall have the exclusive right to adjust, collect and compromise all insurance claims, and the Mortgagor shall not adjust, collect or compromise any claims under said policies without the Mortgagee's prior written consent. Each insurer is hereby authorized and directed to make payment under said policies, including return of unearned premiums, directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the Mortgagor appoints the Mortgagee as the Mortgagor's attorney-in-fact to endorse any draft therefor.

In the event less than twenty-five percent (25.00%) of the square footage of the buildings on the Property are damaged by fire or other casualty which is fully covered by insurance, and provided that no Tenant(s) under the Lease(s) have the right to terminate its/their Lease(s) (or if such Tenant(s) do have a right to terminate, provided that they waive such right in writing), then Mortgagor may repair or reconstruct such casualty loss to as good a condition as prior to the

casualty loss, using first grade materials and in a good and workmanlike manner in accordance with plans and specifications equivalent to the Plans and otherwise as approved by Lender. Such repair or replacement must commence within thirty (30) days of the casualty and must be completed within one-hundred-twenty (120) days of the commencement of construction. Nothing contained herein or in any Lease(s) which may allow for the abatement of rent or other concessions shall be construed as modifying the timing or amount of the installments of principal or interest due or coming due under the Note.

7. **Installments for Insurance, Taxes and Other Charges.** The Mortgagor shall pay to the Mortgagee monthly, an amount equal to one-twelfth (1/12) of annual Impositions and any other item which at any time may be or become a lien upon the Property (the "**Escrow Charges**"); provided however that at such time the Property is no longer insured under Borrower's blanket insurance, then an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the shall be included in the "Escrow Charges". The amounts so paid shall be used in payment of the Escrow Charges so long as no Event of Default shall have occurred. No amount so paid to the Mortgagee shall be deemed to be trust funds, nor shall any sums paid bear interest. The Mortgagee shall have no obligation to pay any insurance premium or Imposition if at any time the funds being held by the Mortgagee for such premium or Imposition are insufficient to make such payments. If, at any time, the funds being held by the Mortgagee for any insurance premium or Imposition are exhausted, or if the Mortgagee determines, in its sole discretion, that such funds will be insufficient to pay in full any insurance premium or Imposition when due, the Mortgagor shall promptly pay to the Mortgagee, upon demand, an amount which the Mortgagee shall estimate as sufficient to make up the deficiency. Upon the occurrence of an Event of Default, the Mortgagee shall have the right, at its election, to apply any amount so held against the Obligations due and payable in such order as the Mortgagee may deem fit, and the Mortgagor hereby grants to the Mortgagee a lien upon and security interest in such amounts for such purpose.

8. **Condemnation.** The Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of any of the Property, shall notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in any such proceedings and the Mortgagor shall deliver to the Mortgagee all instruments requested by it to permit such participation. Any award or compensation for property taken or for damage to property not taken, whether as a result of such proceedings or in lieu thereof is hereby assigned to and shall be received and collected directly by the Mortgagee, and any award or compensation shall be applied, at the Mortgagee's option, to any part of the Obligations and in any order (notwithstanding that any of such Obligations may not then be due and payable) or to the repair and restoration of any of the Property under such terms and conditions as the Mortgagee may impose and otherwise in contemplation of the Leases.

9. **Environmental Matters.** (a) For purposes of this Section 9, the term "**Environmental Laws**" shall mean all federal, state and local laws, regulations and orders, whether now or in the future enacted or issued, pertaining to the protection of land, water, air, health, safety or the environment. The term "**Regulated Substances**" shall mean all substances regulated by Environmental Laws, or which are known or considered to be harmful to the health or safety of persons, or the presence of which may require investigation, notification or remediation under the Environmental Laws. The term "**Contamination**" shall

mean the discharge, release, emission, disposal or escape of any Regulated Substances into the environment.

(b) The Mortgagor represents and warrants (i) that no Contamination is present at, on or under the Property and that no Contamination is being or has been emitted onto any surrounding property; (ii) all operations and activities on the Property have been and are being conducted in accordance with all Environmental Laws, and the Mortgagor has all permits and licenses required under the Environmental Laws; (iii) no underground or aboveground storage tanks are or have been located on or under the Property; and (iv) no legal or administrative proceeding is pending or threatened relating to any environmental condition, operation or activity on the Property, or any violation or alleged violation of Environmental Laws. These representations and warranties shall be true as of the date hereof, and shall be deemed to be continuing representations and warranties which must remain true, correct and accurate during the entire duration of the term of this Mortgage.

(c) The Mortgagor shall ensure, at its sole cost and expense, that the Property and the conduct of all operations and activities thereon comply and continue to comply with all Environmental Laws. The Mortgagor shall notify the Mortgagee promptly and in reasonable detail in the event that the Mortgagor becomes aware of any violation of any Environmental Laws, the presence or release of any Contamination with respect to the Property, or any governmental or third party claims relating to the environmental condition of the Property or the conduct of operations or activities thereon. The Mortgagor also agrees not to permit or allow the presence of Regulated Substances on any part of the Property, except for those Regulated Substances (i) which are used in the ordinary course of the Mortgagor's business, but only to the extent they are in all cases used in a manner which complies with all Environmental Laws; and (ii) those Regulated Substances which are naturally occurring on the Property. The Mortgagor agrees not to cause, allow or permit the presence of any Contamination on the Property.

(d) The Mortgagee shall not be liable for, and the Mortgagor shall indemnify, defend and hold the Mortgagee and the Indemnified Parties (as hereinafter defined) and all of their respective successors and assigns harmless from and against all losses, costs, liabilities, damages, fines, claims, penalties and expenses (including reasonable attorneys', consultants' and contractors' fees, costs incurred in the investigation, defense and settlement of claims, as well as costs incurred in connection with the investigation, remediation or monitoring of any Regulated Substances or Contamination) that the Mortgagee or any Indemnified Party may suffer or incur (including as holder of the Mortgage, as mortgagee in possession or as successor in interest to the Mortgagor as owner of the Property by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure) as a result of or in connection with (i) any Environmental Laws (including the assertion that any lien existing or arising pursuant to any Environmental Laws takes priority over the lien of the Mortgage); (ii) the breach of any representation, warranty, covenant or undertaking by the Mortgagor in this Section 9; (iii) the presence on or the migration of any Contamination or Regulated Substances on, under or through the Property; or (iv) any litigation or claim by the government or by any third party in connection with the environmental condition of the Property or the presence or migration of any Regulated Substances or Contamination on, under, to or from the Property.

(e) Upon the Mortgagee's request, the Mortgagor shall execute and deliver an Environmental Indemnity Agreement satisfactory in form and substance to the Mortgagee, to

more fully reflect the Mortgagor's representations, warranties, covenants and indemnities with respect to the Environmental Laws.

10. Inspection of Property. The Mortgagee shall have the right to enter the Property at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon, as well as the conduct of operations and activities on the Property. The Mortgagee may enter the Property (and cause the Mortgagee's employees, agents and consultants to enter the Property), upon prior written notice to the Mortgagor, to conduct any and all environmental testing deemed appropriate by the Mortgagee in its sole discretion. The environmental testing shall be accomplished by whatever means the Mortgagee may deem appropriate, including the taking of soil samples and the installation of ground water monitoring wells or other intrusive environmental tests. The Mortgagor shall provide the Mortgagee (and the Mortgagee's employees, agents and consultants) reasonable rights of access to the Property as well as such information about the Property and the past or present conduct of operations and activities thereon as the Mortgagee shall reasonably request.

11. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder: (a) any Event of Default (as defined in any of the Obligations); (b) any default under any of the Obligations that does not have a defined set of "Events of Default" and the lapse of any notice or cure period provided in such Obligations with respect to such default; (c) demand by the Mortgagee under any of the Obligations that have a demand feature; (d) the Mortgagor's failure to perform any of its obligations under this Mortgage or under any Environmental Indemnity Agreement executed and delivered pursuant to Section 9(e); (e) falsity, inaccuracy or material breach by the Mortgagor of any written warranty, representation or statement made or furnished to the Mortgagee by or on behalf of the Mortgagor; (f) an uninsured material loss, theft, damage, or destruction to any of the Property, or the entry of any judgment against the Mortgagor (which is not released within fifteen (15) days), or any lien against or the making of any levy, seizure or attachment of or on the Property (which is not released within fifteen (15) days); (g) the Mortgagee's failure to have a mortgage lien on the Property with the priority required under Section 1; (h) any indication or evidence received by the Mortgagee that the Mortgagor may have directly or indirectly been engaged in any type of activity which, in the Mortgagee's discretion, might result in the forfeiture of any property of the Mortgagor to any governmental entity, federal, state or local; (i) foreclosure proceedings are instituted against the Property upon any other lien or claim, whether alleged to be superior or junior to the lien of this Mortgage; (j) the failure by the Mortgagor to pay any Impositions as required under Section 2(c), or to maintain in full force and effect any insurance required under Section 5, or (k) any breach, default or termination of the Leases.

12. Rights and Remedies of Mortgagee. If an Event of Default occurs, the Mortgagee may, at its option and without demand, notice or delay, do one or more of the following:

(a) The Mortgagee may declare the entire unpaid principal balance of the Obligations, together with all interest thereon, to be due and payable immediately.

(b) Take possession of the Property or any part thereof (which Mortgagor agrees to surrender to Mortgagee) and manage, control or lease the same to such person or persons and at such rental as it may deem proper and collect all rents, issues and profits, therefrom, including those past due as well as those thereafter accruing, with the right of Mortgagee to cancel any lease or sublease for any cause which would entitle Mortgagor to

cancel the same; to make such expenditures for maintenance, repairs and costs of operation as it may deem advisable; and to apply the residue to the payment of any sums which are unpaid hereunder or under the Note. The taking of possession under this paragraph shall not prevent concurrent or later proceedings for the foreclosure sale of the Property as provided elsewhere herein.

(c) The Mortgagee may either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy, (i) foreclose its lien on the Property and the interests of the Mortgagor therein as set forth below and proceed to sale for the collection and recovery of the Obligations, (ii) institute and maintain an action on any instruments evidencing the Obligations or any portion thereof, and (iii) take such other action at law or in equity for the enforcement of any of the Loan Documents as the law may allow, and in each such action the Mortgagee shall be entitled to all costs of suit and reasonable attorneys fees.

(d) After giving notice of the time, place and terms of sale, together with a description of the Property to be sold, by publication once a week for three (3) successive weeks in some newspaper published in the county or counties in which the Land to be sold is located, to sell the Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) in front of the front or main door of the courthouse of the county in which the Property to be sold, or a substantial and material part thereof, is located, at public outcry, to the highest bidder for cash. If there is Land to be sold under the Mortgage in more than one county, publication shall be made in all counties where the Land to be sold is located. If no newspaper is published in any county in which any Land to be sold is located, the notice shall be published in a newspaper published in an adjoining county for three (3) successive weeks. The sale shall 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 under this Mortgage. Mortgagee may bid at any sale had under the terms of this Mortgage and may purchase the Property if the highest bidder therefore. Mortgagor hereby waives any and all rights to have the Property marshaled. In exercising Mortgagee's rights and remedies, Mortgagee shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales.

(e) The Mortgagee may, in its sole and absolute discretion: (i) collect any or all of the Rents, including any Rents past due and unpaid, (ii) perform any obligation or exercise any right or remedy of the Mortgagor under the Leases, or (iii) enforce any obligation of any tenant of any of the Property. The Mortgagee may exercise any right under this subsection (c), whether or not the Mortgagee shall have entered into possession of any of the Property, and nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession", unless the Mortgagee shall have entered into and shall continue to be in actual possession of the Property. The Mortgagor hereby authorizes and directs each and every present and future tenant of any of the Property to pay all Rents directly to the Mortgagee and to perform all other obligations of that tenant for the direct benefit of the Mortgagee, as if the Mortgagee were the landlord under the Leases with that tenant, immediately upon receipt of a demand by the Mortgagee to make such payment or perform such obligations. The Mortgagor hereby waives any right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of Rents or performance of obligations to the Mortgagee, and any such payment or performance to the Mortgagee shall discharge the obligations of the tenant to make such payment or performance to the Mortgagee.

(f) The Mortgagee shall have the right, in connection with the exercise of its remedies hereunder, to the appointment of a receiver to take possession and control of the

Property or to collect the Rents, without notice and without regard to the adequacy of the Property to secure the Obligations to the extent permitted by applicable law. A receiver while in possession of the Property shall have the right to make repairs and to make improvements necessary or advisable in its or his opinion to preserve the Property, or to make and keep them rentable to the best advantage, and the Mortgagee may advance moneys to a receiver for such purposes. Any moneys so expended or advanced by the Mortgagee or by a receiver shall be added to and become a part of the Obligations secured by this Mortgage.

(g) At the option of the Mortgagee, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Mortgagee exercises its option to foreclose this Mortgage in equity, Mortgagee may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Mortgagor, a defense to any proceedings instituted by the Mortgagee to collect the sums secured hereby, or to collect any deficiency remaining unpaid after the foreclosure sale of the Property.

13. Application of Proceeds. The Mortgagee shall apply the proceeds of any foreclosure sale of, under this Mortgage will be applied in the following manner:

FIRST: Payment of the costs and expenses of the sale; including without limitation, Mortgagee's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of Mortgagee, together with interest on all advances made by Mortgagee from date of disbursement at the applicable interest rate under the Note from time to time or at the maximum rate permitted to be charged by Mortgagee under the applicable law if that is less.

SECOND: Payment of all sums expended by Mortgagee under the terms of this Mortgage and not yet repaid, together with interest on such sums from date of disbursement at the applicable interest rate under the Note from time to time or the maximum rate permitted by applicable law if that is less.

THIRD: Payment of all other indebtedness secured by this Mortgage in any order that the Mortgagee chooses.

FOURTH: The remainder, if any, to the person or persons legally entitled to it.

14. Mortgagee's Right to Protect Security. The Mortgagee is hereby authorized to do any one or more of the following, irrespective of whether an Event of Default has occurred: (a) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Mortgagee hereunder; (b) purchase such insurance policies covering the Property as it may elect if the Mortgagor fails to maintain the insurance coverage required hereunder; and (c) take such action as the Mortgagee may determine to pay, perform or comply with any Impositions or Legal Requirements, to cure any Events of Default and to protect its security in the Property.

15. Appointment of Mortgagee as Attorney-in-Fact. The Mortgagee, or any of its officers, is hereby irrevocably appointed attorney-in-fact for the Mortgagor (without requiring any of them to act as such), such appointment being coupled with an interest, to do any or all of the

following: (a) collect the Rents after the occurrence of an Event of Default; (b) settle for, collect and receive any awards payable under Section 8 from the authorities making the same; and (c) execute, deliver and file, at Mortgagor's sole cost and expense such financing, continuation or amendment statements and other instruments as the Mortgagee may require in order to perfect, protect and maintain its security interest under the UCC on any portion of the Property.

16. Certain Waivers. The Mortgagor hereby waives and releases all benefit that might accrue to the Mortgagor by virtue of any present or future law exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment or any rights of marshalling in the event of any sale hereunder of the Property, and, unless specifically required herein, all notices of the Mortgagor's default or of the Mortgagee's election to exercise, or the Mortgagee's actual exercise of any option under this Mortgage or any other Loan Document. Except to the extent contrary to applicable law, Mortgagor hereby releases and waives the benefit of all rights and equities of redemption, homestead, dower, marital share, elective or distributive share, any right of appraisal or valuation, and all other rights or exemptions of every kind, including statutory rights of redemption, whether now existing or hereinafter enacted. The parties in interest hereby waive any necessity of the Mortgagee making oath, filing inventory, or giving bond as security for the execution of this Mortgage, as may be required by the laws of the State in which the Land is located.

17. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("**Notices**") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.

18. Further Acts. By its signature hereon, the Mortgagor hereby irrevocably authorizes the Mortgagee to execute (on behalf of the Mortgagor) and file against the Mortgagor one or more financing, continuation or amendment statements pursuant to the UCC in form satisfactory to the Mortgagee, and the Mortgagor will pay the cost of preparing and filing the same in all jurisdictions in which such filing is deemed by the Mortgagee to be necessary or desirable in order to perfect, preserve and protect its security interests. If required by the Mortgagee, the Mortgagor will execute all documentation necessary for the Mortgagee to obtain and maintain perfection of its security interests in the Property. The Mortgagor will, at the cost of the Mortgagor, and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as the Mortgagee shall, from time to time, require for the better assuring, conveying, assigning, transferring or confirming unto the Mortgagee the property and rights hereby mortgaged, or which Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intent of or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage. The Mortgagor grants to the Mortgagee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to the Mortgagee under the Note, this Mortgage, the other Loan Documents, at law or in equity, including, without limitation, the rights and remedies described in this paragraph.

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

20. Documentary Stamps. If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note or this Mortgage, or impose any other tax or charge on the same, the Mortgagor will pay for the same, with interest and penalties thereon, if any.

21. Preservation of Rights. No delay or omission on the Mortgagee's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Mortgagee's action or inaction impair any such right or power. The Mortgagee's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Mortgagee may have under other agreements, at law or in equity.

22. Illegality. If any provision contained in this Mortgage should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Mortgage.

23. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Mortgagor from, any provision of this Mortgage will be effective unless made in a writing signed by the Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Mortgagor will entitle the Mortgagor to any other or further notice or demand in the same, similar or other circumstance.

24. Entire Agreement. This Mortgage (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

25. Survival; Successors and Assigns. This Mortgage will be binding upon and inure to the benefit of the Mortgagor and the Mortgagee and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Mortgagor may not assign this Mortgage in whole or in part without the Mortgagee's prior written consent and the Mortgagee at any time may assign this Mortgage in whole or in part; and provided, further, that the rights and benefits under the Paragraphs entitled "Environmental Matters", "Inspection of Property" and "Indemnity" shall also inure to the benefit of any persons or entities who acquire title or ownership of the Property from or through the Mortgagee or through action of the Mortgagee (including a foreclosure, sheriff's or judicial sale). The provisions of Paragraphs entitled "Environmental Matters", "Inspection of Property" and "Indemnity" shall survive the

termination, satisfaction or release of this Mortgage, the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure.

26. Interpretation. In this Mortgage, unless the Mortgagee and the Mortgagor otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Mortgage; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Mortgage. Section headings in this Mortgage are included for convenience of reference only and shall not constitute a part of this Mortgage for any other purpose. If this Mortgage is executed by more than one party as Mortgagor, the obligations of such persons or entities will be joint and several.

27. Indemnity. The Mortgagor agrees to indemnify each of the Mortgagee, each legal entity, if any, who controls, is controlled by or is under common control with the Mortgagee and each of their respective directors, officers, employees and agents (the "**Indemnified Parties**"), and to defend and hold each Indemnified Party harmless from and against, any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur, or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Mortgagor), in connection with or arising out of or relating to the matters referred to in this Mortgage or in the other Loan Documents, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Mortgagor, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Mortgage, payment of any Obligations and assignment of any rights hereunder. The Mortgagor may participate at its expense in the defense of any such action or claim.

28. Intentionally deleted.

29. Governing Law and Jurisdiction. This Mortgage has been delivered to and accepted by the Mortgagee and will be deemed to be made in the State of Arizona. **THIS MORTGAGE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE LAWS OF THE STATE OF ALABAMA SHALL GOVERN THE CREATION, PERFECTION, PRIORITY, AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON THE PROPERTY OR ANY INTEREST THEREIN.** The Mortgagor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court for Maricopa County, Arizona; provided that nothing contained in this Mortgage will prevent the Mortgagee from bringing any action, enforcing any award or judgment or exercising any rights against the Mortgagor

individually, against any security or against any property of the Mortgagor within any other county, state or other foreign or domestic jurisdiction. **The Mortgagee and the Mortgagor agree that the venue provided above is the most convenient forum for both the Mortgagee and the Mortgagor. The Mortgagor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Mortgage.**

30. Authorization to Obtain Credit Reports. By signing below, each Mortgagor who is an individual provides written authorization to the Mortgagee or its designee (and any assignee or potential assignee hereof) authorizing review of the Mortgagor's personal credit profile from one or more national credit bureaus. Such authorization shall extend to obtaining a credit profile in considering the Obligations and/or this Mortgage and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account.

31. Change in Name or Locations. The Mortgagor hereby agrees that if the location of any of the Property changes from the Land or its chief executive office, or if the Mortgagor changes its name, its type of organization, its state of organization (if Mortgagor is a registered organization), its principal residence (if Mortgagor is an individual), its chief executive office (if Mortgagor is a general partnership or non-registered organization) or establishes a name in which it may do business that is not the current name of the Mortgagor, the Mortgagor will immediately notify the Mortgagee in writing of the additions or changes.

32. WAIVER OF JURY TRIAL. THE MORTGAGOR IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS MORTGAGE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS MORTGAGE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

33. Security Agreement. This Instrument is also intended to be and shall be construed as a security agreement pursuant to the provisions of the Uniform Commercial Code as enacted in the State in which the Property is located. It is hereby agreed that to the extent permitted by law, all of the Personal Property is to be deemed and held to be a part of and affixed to the Land and the Improvements. The foregoing security interest shall also cover Mortgagor's leasehold interest in any of the Personal Property which is leased by Mortgagor. All of the Personal Property shall be kept at the location of the Land except as otherwise required by the terms of the Loan Documents.

Upon default hereunder, Mortgagee shall have all of the rights and remedies of a secured party under the UCC as enacted in the State in which the Land is located, as amended from time to time and may, at its option, cumulative of all other rights and remedies of Mortgagee hereunder, proceed against said articles of personal property in accordance with the provisions of the UCC, or Mortgagee may proceed as to both the real and personal property comprising the Property in accordance with this Instrument, or as otherwise provided at law or in equity. This Mortgage shall constitute a "fixture filing" in accordance with applicable provisions of said UCC, and Mortgagee is hereby further authorized to file one or more financing statements describing same with as much or little specificity as is required by law.

Mortgagor agrees to furnish Mortgagee with notice of any change in the name, identity, organizational structure, residence, or principal place of business or mailing address of Mortgagor within ten (10) days of the effective date of any such change. Upon the occurrence of any Event of Default, Mortgagee shall have the rights and remedies as prescribed in this Mortgage, or as prescribed by general law, or as prescribed by the UCC, all at Mortgagee's election. Any disposition of the Personal Property may be conducted by an employee or agent of Mortgagee. Any person, including both Mortgagor and Mortgagee, shall be eligible to purchase any part or all of the Personal Property at any such disposition. Expenses of retaking, holding, preparing for sale, selling or the like (including, without limitation, Mortgagee's attorneys' fees and legal expenses), together with interest thereon at the Default Rate, as defined in the Note, from the date incurred by Mortgagee until actually paid by Mortgagor, shall be paid by Mortgagor on demand and shall be secured by this Mortgage and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note. Mortgagee shall have the right to enter upon the Land and the Improvements or any real property where any of the property which is the subject of the security interest granted herein is located to take possession of, assemble and collect the same or to render it unusable, or Mortgagor, upon demand of Mortgagee, shall assemble such property and make it available to Mortgagee at the Land, a place which is hereby deemed to be reasonably convenient to Mortgagee and Mortgagor. If notice is required by law, Mortgagee shall give Mortgagor at least ten (10) days' prior written notice of the time and place of any public sale of such property or of the time of or after which any private sale or any other intended disposition thereof is to be made, and if such notice is sent to Mortgagor, as the same is provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notice to Mortgagor. No such notice is necessary for any such property which is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market. Any sale made pursuant to the provisions of this Section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the foreclosure sale as provided herein upon giving the same notice with respect to the sale of the Property as is required under said Section.

The addresses given above are the addresses of Mortgagor and Mortgagee from which information relating to this Mortgage and the security interest granted herein can be obtained. This information is provided in order that this Mortgage shall comply with the requirements of the UCC as enacted in the State of Alabama.

34. Estoppel Affidavits. Within ten (10) days after written request by Mortgagee, the Mortgagor shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Loan and the Obligations and whether or not any offsets or defenses exist against any principal, interest or other amounts due under the Loan and Obligations.

35. Representations of Mortgagor as to Property. With respect to all of the Property, Mortgagor represents and warrants that:

- (a) the Property is used or bought primarily for business purposes; and
- (b) the Loan is an acquisition and term loan secured by the Property.

36. Instrument Under Seal. This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

(Signatures follow on the next page.)

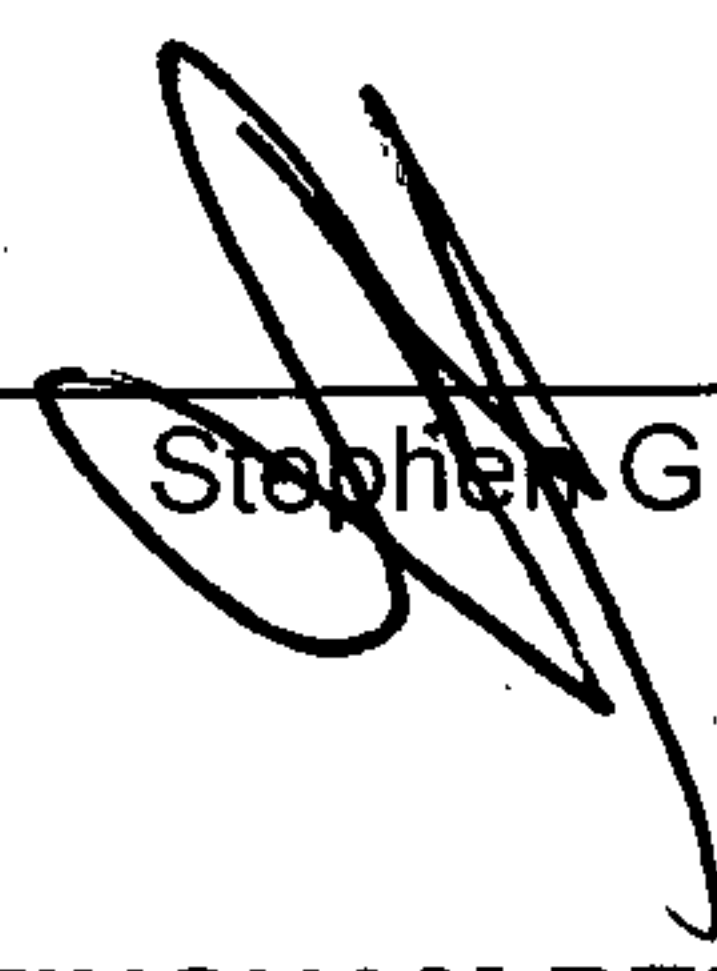
The Mortgagor acknowledges that it has read and understood all the provisions of this Mortgage, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal as of the date first written above.

WITNESS / ATTEST:

BIRMINGHAM HOLDINGS LLC
a Nevada limited liability company

By: The Siegel Group Nevada, Inc., its Manager

By: 
Stephen G. Siegel, its President

WITNESS / ATTEST:

BIRMINGHAM PELHAM HOLDINGS LLC,
a Nevada limited liability company

By: The Siegel Group Nevada, Inc., its Manager

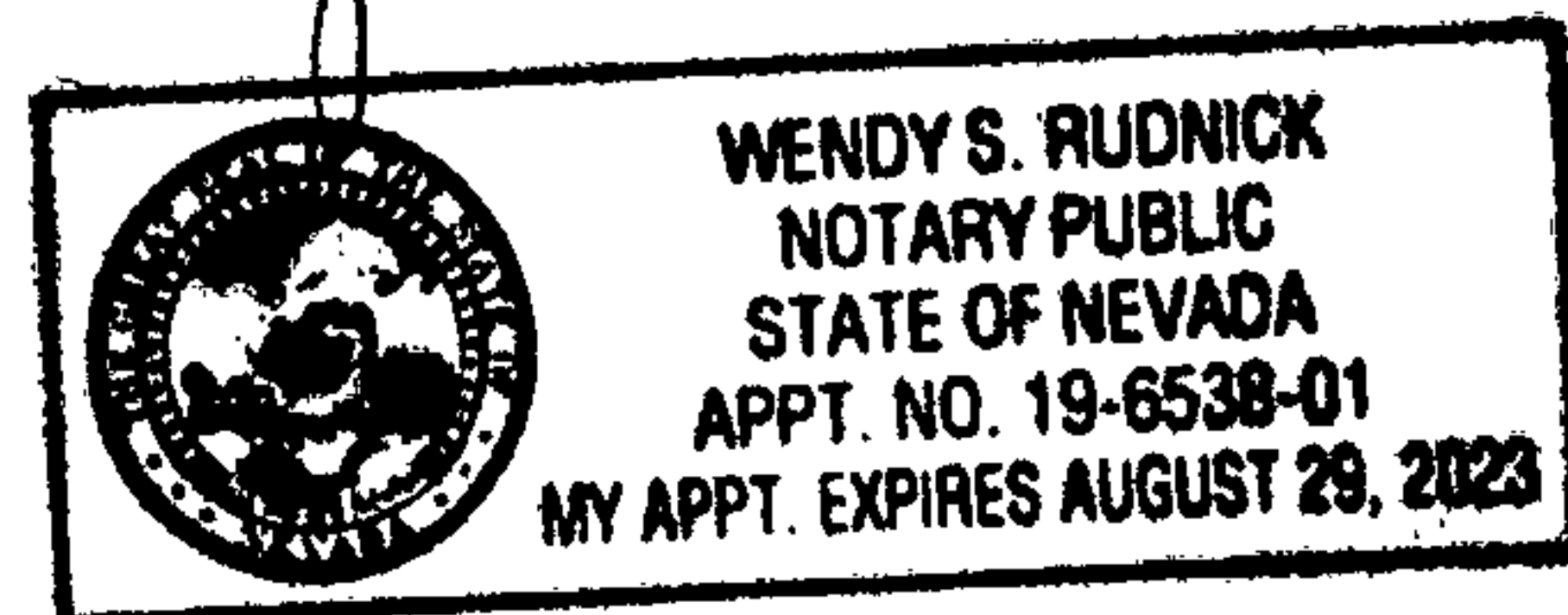
By: 
Stephen G. Siegel, its President

STATE OF NEVADA)
)
COUNTY OF CLARK) ss:

The undersigned, a Notary Public in and for said county and in said state, hereby certifies that Stephen G. Siegel, who is named as President of The Siegel Group Nevada, Inc., a Nevada corporation, the Manager of BIRMINGHAM HOLDINGS LLC, a Nevada limited liability company, on behalf of said company is signed to the foregoing instrument and who is known to me, acknowledged before me this date that, being informed of the contents of such instrument he is acting in his capacity as such President of The Siegel Group Nevada, Inc., a Nevada corporation, the Manager of BIRMINGHAM HOLDINGS LLC, a Nevada limited liability company, and with full authority, executed the same voluntarily and on the date hereof, for and on behalf of said company acting in his capacity as President of The Siegel Group Nevada, Inc., a Nevada corporation, the Manager of BIRMINGHAM HOLDINGS LLC, a Nevada limited liability company.

Given under my hand and official seal of office, this 16th day of June, 2020.

Wendy S. Rudnick
Notary Public
My commission expires: August 29, 2023



Notary Public
My commission expires: _____

STATE OF NEVADA)
)
 COUNTY OF CLARK) ss:

The undersigned, a Notary Public in and for said county and in said state, hereby certifies that Stephen G. Siegel, who is named as President of The Siegel Group Nevada, Inc., a Nevada corporation, the Manager of BIRMINGHAM PELHAM HOLDINGS LLC, a Nevada limited liability company, on behalf of said company is signed to the foregoing instrument and who is known to me, acknowledged before me this date that, being informed of the contents of such instrument he is acting in his capacity as such President of The Siegel Group Nevada, Inc., a Nevada corporation, the Manager of BIRMINGHAM PELHAM HOLDINGS LLC, a Nevada limited liability company, and with full authority, executed the same voluntarily and on the date hereof, for and on behalf of said company acting in his capacity as President of The Siegel Group Nevada, Inc., a Nevada corporation, the Manager of BIRMINGHAM PELHAM HOLDINGS LLC, a Nevada limited liability company.

Given under my hand and official seal of office, this 16th day of June, 2020.

Wendy S. Rudnick
 Notary Public
 My commission expires August 29, 2023

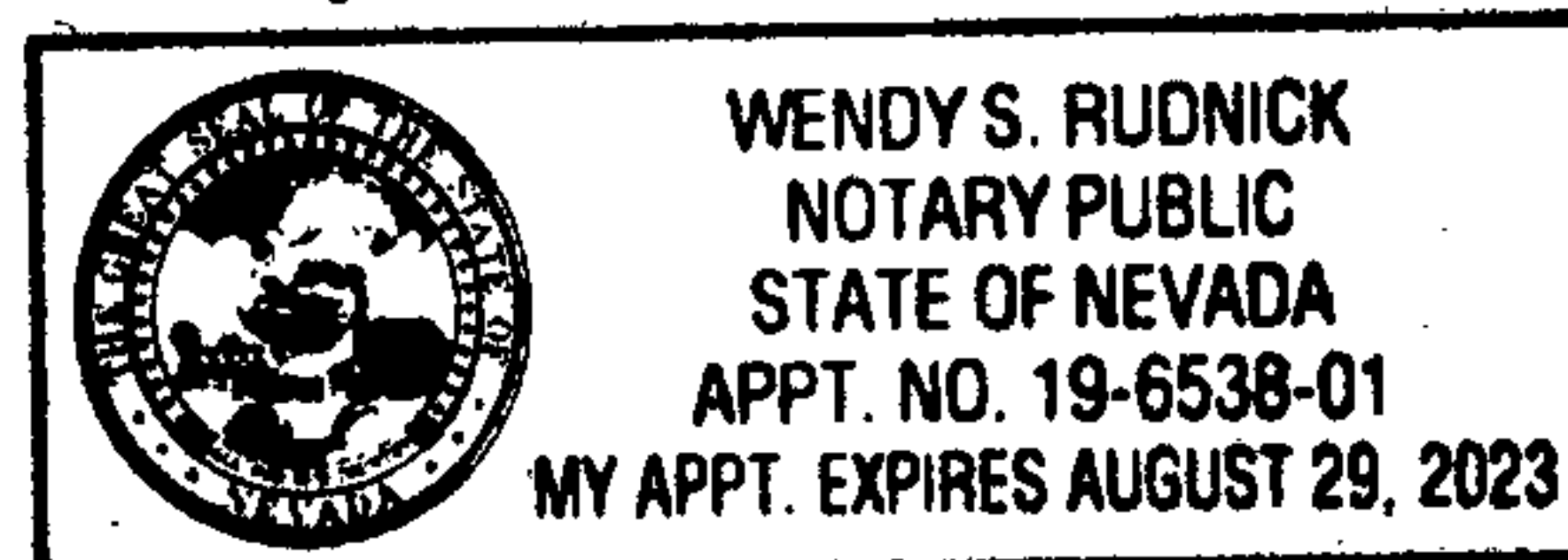


EXHIBIT A-1**Mortgagor One Property**

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY ALABAMA; THENCE RUN NORTH 86 DEGREES 43 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION LINE FOR A DISTANCE OF 333.88 FEET; THENCE SOUTH 71 DEGREES 31 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 100.20 FEET; THENCE RUN SOUTH 23 DEGREES 59 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 260.63 FEET; THENCE RUN SOUTH 71 DEGREES 19 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 261.47 FEET; THENCE RUN SOUTH 23 DEGREES 55 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 14.31 FEET; THENCE RUN SOUTH 71 DEGREES 24 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 261.73 FEET TO A POINT; THENCE RUN SOUTH 24 DEGREES 50 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 130.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 24 DEGREES 50 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 97.62 FEET; THENCE RUN SOUTH 26 DEGREES 37 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 226.72 FEET TO THE CENTERLINE OF A CREEK AS SHOWN ON USW SUBDIVISION AND IS RECORDED IN MAP BOOK 14, PAGE 80 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; THENCE RUN ALONG SAID CENTERLINE BY THE FOLLOWING DESCRIBED COURSES; THENCE RUN NORTH 35 DEGREES 50 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 64.67 FEET; THENCE RUN NORTH 10 DEGREES 27 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 13.24 FEET; THENCE RUN NORTH 64 DEGREES 39 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 10.39 FEET; THENCE RUN NORTH 63 DEGREES 17 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 10.75 FEET; THENCE RUN SOUTH 63 DEGREES 19 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 10.92 FEET; THENCE RUN NORTH 73 DEGREES 35 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 12.11 FEET; THENCE RUN NORTH 17 DEGREES 02 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 7.18 FEET; THENCE RUN NORTH 37 DEGREES 45 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 17.71 FEET; THENCE RUN NORTH 59 DEGREES 12 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 20.62 FEET; THENCE RUN NORTH 45 DEGREES 12 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 28.09 FEET; THENCE RUN NORTH 87 DEGREES 59 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 20.59 FEET; THENCE RUN NORTH 51 DEGREES 43 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 26.76 FEET; THENCE RUN NORTH 24 DEGREES 40 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 25.49 FEET; THENCE RUN NORTH 08 DEGREES 02 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 12.43 FEET; THENCE RUN NORTH 82 DEGREES 00 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 26.34 FEET; THENCE RUN NORTH 32 DEGREES 40 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 22.77 FEET; THENCE RUN NORTH 60 DEGREES 33 MINUTES 04 SECONDS WEST FOR A

DISTANCE OF 19.70 FEET; THENCE RUN SOUTH 78 DEGREES 46 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 12.33 FEET; THENCE RUN NORTH 44 DEGREES 56 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 20.92 FEET; THENCE RUN NORTH 88 DEGREES 15 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 11.94 FEET; THENCE RUN SOUTH 49 DEGREES 01 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 23.71 FEET; THENCE RUN SOUTH 41 DEGREES 29 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 29.53 FEET; THENCE RUN NORTH 59 DEGREES 21 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 16.97 FEET; THENCE RUN NORTH 54 DEGREES 34 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 30.16 FEET; THENCE RUN SOUTH 85 DEGREES 48 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 19.77 FEET; THENCE NORTH 17 DEGREES 06 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 17.89 FEET; THENCE RUN NORTH 36 DEGREES 44 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 42.66 FEET; THENCE RUN NORTH 40 DEGREES 17 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 18.80 FEET; THENCE RUN NORTH 35 DEGREES 26 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 4.99 FEET AND THE END OF SAID CREEK CENTERLINE COURSE; THENCE RUN SOUTH 87 DEGREES 22 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 85.62 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF US HIGHWAY NO 280; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY FOR A DISTANCE OF 16.99 FEET (SAID HIGHWAY RIGHT-OF-WAY LINE BEING SITUATED ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 19 MINUTES 51 SECONDS HAVING A RADIUS OF 2,944.79 FEET A CHORD OF 16.99 FEET AND A CHORD BEARING OF NORTH 21 DEGREES 36 MINUTES 19 SECONDS WEST; THENCE RUN NORTH 68 DEGREES 13 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF COMMENCEMENT OF A CURVE TO THE LEFT; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 116.72 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 50 DEGREES 45 MINUTES 00 SECONDS AND A RADIUS OF 131.77 FEET, A CHORD OF 112.94 FEET AND A CHORD BEARING OF NORTH 42 DEGREES 51 MINUTES 14 SECONDS EAST; THENCE RUN NORTH 17 DEGREES 28 MINUTES 44 SECONDS EAST ALONG THE TANGENT IF EXTENDED FROM SAID CURVE FOR A DISTANCE OF 153.42 FEET TO THE POINT OF COMMENCEMENT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A LENGTH OF 2.00 FEET, A CENTRAL ANGLE OF 00 DEGREES 34 MINUTES 43 SECONDS AND RADIUS OF 198.00 FEET AND A CHORD BEARING OF NORTH 17 DEGREES 46 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 2.00 FEET; THENCE RUN IN A SOUTHEASTERLY DIRECTION SOUTH 61 DEGREES 36 MINUTES 29 SECONDS EAST A DISTANCE OF 508.90 FEET TO THE POINT OF BEGINNING.

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COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 86 DEGREES 43 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER-QUARTER FOR A DISTANCE OF 333.88 FEET; THENCE RUN SOUTH 71 DEGREES 31 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 100.20 FEET; THENCE RUN SOUTH 23 DEGREES 59 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 260.63 FEET TO A POINT; THENCE RUN SOUTH 71 DEGREES 19 MINUTES 30 SECONDS EAST A DISTANCE OF 261.47 FEET TO A POINT; THENCE RUN 23 DEGREES 55 MINUTES 20 SECONDS WEST A DISTANCE OF 14.31 FEET TO A POINT; THENCE 71 DEGREES 24 MINUTES 36 SECONDS EAST A DISTANCE OF 261.73 FEET TO A POINT; THENCE SOUTH 24 DEGREES 50 MINUTES 46 SECONDS WEST A DISTANCE OF 130.00 FEET TO A POINT; THENCE RUN SOUTH 61 DEGREES 36 MINUTES 29 SECONDS EAST A DISTANCE OF 492.37 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING RUN ALONG A CURVE TO THE LEFT A DISTANCE OF 0.42 FEET, SAID CURVE HAVING A RADIUS OF 183.00, A CHORD OF 0.42 FEET AND A CHORD BEARING OF SOUTH 16 DEGREES 43 MINUTES 43 SECONDS WEST; THENCE RUN SOUTH 17 DEGREES 28 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 153.42 FEET TO THE POINT OF COMMENCEMENT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 50 DEGREES, A RADIUS OF 146.77 FEET, A CHORD OF 125.79 AND A CHORD BEARING OF SOUTH 42 DEGREES 51 MINUTES 14 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 130.00 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 68 DEGREES 13 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 30.04 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280, SAID RIGHT OF WAY BEING SITUATED ON A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 00 DEGREES 35 MINUTES 01 SECONDS, A RADIUS OF 2944.79 FEET, A CHORD OF 30.00 FEET AND A CHORD BEARING OF NORTH 21 DEGREES 46 MINUTES 15 SECONDS WEST; THENCE RUN ALONG THE ARC OF SAID CURVE AND THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 FOR A DISTANCE OF 30.00 FEET; THENCE RUN NORTH 68 DEGREES 13 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 30.04 FEET TO THE POINT OF COMMENCEMENT OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 50 DEGREES 45 MINUTES, A RADIUS OF 116.77 FEET, A CHORD OF 100.08 FEET AND A CHORD BEARING OF NORTH 42 DEGREES 51 MINUTES 14 SECONDS EAST; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 103.43 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 17 DEGREES 28 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 153.42 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 16 DEGREES 10 MINUTES 47 SECONDS, A RADIUS OF 213.00 FEET, A CHORD OF 59.95 FEET AND A CHORD BEARING OF

NORTH 25 DEGREES 45 MINUTES 08 SECONDS EAST; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 60.15 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 71 DEGREES 29 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 29.61 FEET TO A POINT; THENCE RUN ALONG A CURVE TO THE LEFT A DISTANCE OF 59.33 FEET, SAID CURVE HAVING A RADIUS OF 183.00, A CHORD OF 59.07 FEET AND A CHORD BEARING OF SOUTH 26 DEGREES 04 MINUTES 59 SECONDS WEST TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

EXHIBIT A-2

Mortgagor Two Property

A PARCEL OF LAND LOCATED IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 25 AND RUN SOUTH 89 DEGREES 55 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 761.20 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS OBTAINED, CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 135.60 FEET; THENCE RUN SOUTH 1 DEGREE 23 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 74.25 FEET TO A POINT; CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 217.06 FEET; THENCE RUN SOUTH 89 DEGREES 53 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 418.51 FEET; THENCE RUN SOUTH 0 DEGREES 45 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 121.04 FEET; THENCE RUN SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 417.14 FEET; THENCE RUN NORTH 1 DEGREE 23 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 41.53 FEET; THENCE RUN SOUTH 89 DEGREES 28 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 128.85 FEET TO THE POINT OF COMMENCEMENT OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 154.38 FEET AND A DELTA OF 20 DEGREES 45 MINUTES 26 SECONDS; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 55.93 FEET TO A POINT; THENCE RUN NORTH 21 DEGREES 16 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 59.29 FEET TO THE POINT OF COMMENCEMENT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25 FEET AND A DELTA OF 70 DEGREES 31 MINUTES 44 SECONDS; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 30.77 FEET TO THE POINT OF COMMENCEMENT OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 60 FEET AND A DELTA OF 71 DEGREES 36 MINUTES 02 SECONDS; THENCE RUN IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 62.48 FEET; THENCE RUN NORTH 1 DEGREES 23 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 100.39 FEET TO A POINT; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 77.74 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE BENEFITING RIGHTS UNDER THAT CERTAIN AGREEMENT AND GRANT OF SEWER PIPELINE EASEMENT BY AND BETWEEN M. MILLER GORRIE, JACK W. KIDD, JOHN P. DARNALL AND JAMES F. ANTHONY

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AND STORAGE EQUITIES, INC. AND PS PARTNERS VI LTD. DATED SEPTEMBER
29, 1982 AND RECORDED IN REAL 94, PAGE 21.

EXHIBIT B

Permitted Encumbrances

1. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable.

With respect to Mortgagor One Property

2. Road Maintenance Agreement as recorded in Instrument 1997-28547, re-recorded in Instrument 1997-30269 in the Probate Office of Shelby County, Alabama.
3. Right of Way granted to Alabama Power Company as recorded in Volume 173, page 191 and Volume 160, Page 403 in the Probate Office of Shelby County, Alabama.
4. Right of way to Shelby County, recorded in Volume 95, Page 530, in the Probate Office of Shelby County, Alabama.
5. Agricultural rights as set out in document recorded in Volume 45, Page 326, in the Probate Office of Shelby County, Alabama.
6. Grant of Easement in favor of Jack Whitson Kidd recorded in Instrument 1997-28141; in favor of Sovran Acquisition Limited Partnership in Instrument 1998-12011; in favor of JWK, LLC in Instrument 20030522000319250 in the Probate Office of Shelby County, Alabama.
7. Right of way to Water Works and Sewer Board of the City of Birmingham, recorded in Instrument 20021028000531260, in the Probate Office of Shelby County, Alabama.
8. Grant of Easement from FDK, LLC to AJK, LLC recorded in Instrument 20081217000467400 in the Probate Office of Shelby County, Alabama.
9. Terms and conditions of that Grant of Easement insured herein from Eastwood Mini Storage Company to FDK, L.L.C. and AJK, LLC as recorded in Instrument 20081217000467410.

With respect to Mortgagor Two Property

10. Easement to Alabama Power Company, as recorded in Deed Book 101, Page 500, in the Probate Office of Shelby County, Alabama.
11. Easement to Alabama Power Company, as recorded in Deed Book 101, Page 569, in the Probate Office of Shelby County, Alabama.
12. Easement to Alabama Power Company, as recorded in Deed Book 111, Page 153, in the Probate Office of Shelby County, Alabama.
13. Easement to Alabama Power Company, as recorded in Deed Book 129, Page 38, in the Probate Office of Shelby County, Alabama.
14. Easement to Alabama Power Company, as recorded in Deed Book 240, Page 429, in the Probate Office of Shelby County, Alabama.
15. Easement to Alabama Power Company, as recorded in Deed Book 251, Page 504, in the Probate Office of Shelby County, Alabama.

16. Easement to Alabama Power Company, as recorded in Deed Book 251, Page 514, in the Probate Office of Shelby County, Alabama.
17. Easement to Alabama Power Company, as recorded in Real Book 386, Page 426, in the Probate Office of Shelby County, Alabama.
18. Terms, conditions, and obligations of that certain Agreement and Grant of Sewer Pipeline Easement by and between M. Miller Gorrie, Jack W. Kidd, John P. Darnall, and James F. Anthony and Storage Equities, Inc. and PS Partners, VI, Ltd, dated September 29, 1986 and recorded in Real 94, Page 21 in the Probate Office of Shelby County, Alabama.
19. The following matters set forth and shown on the ALTA/NSPS Land Title Survey prepared by Patrick Greenfield, PLS, dated 09/12/16 and designated as Job No. 27943 :
 - (a) Wood Privacy Fence located off property line and encroaching onto property to the West
 - (b) Encroachment of Asphalt Paving onto property to the West
 - (c) Encroachment of Flumes and Pedestrian Walkway onto property the South



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/24/2020 08:30:16 AM
\$11059.00 CHARITY
20200624000257800

Allen S. Bayl