

This instrument was prepared by:  
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20200811000343770  
08/11/2020 12:59:55 PM  
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STATE OF ALABAMA       )  
                                      )  
COUNTY OF SHELBY     )

Indexing: Instrument No.20191120000433090; Instrument No.20200429000166810

**LENDER CONSENT TO DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS; THAT**

**WHEREAS**, RAM – HELENA DEVELOPMENT PARTNERS, LLC, an Alabama limited liability company (collectively being referred to as “RAM”), as Mortgagor, and SOUTHPOINT BANK, an Alabama state banking corporation (the “Lender”), as Mortgagee, entered into that certain Mortgage and Security Agreement dated November 8, 2019, and recorded on November 20, 2019, in the Office of the Judge of Probate of Shelby County, Alabama (the “Recording Office”) as Instrument Number 20191120000433090 (the “Mortgage”).

**WHEREAS**, RAM is the owner of that certain real property located in Shelby County, Alabama, as more particularly described in the aforementioned Mortgage (the “Property”).

**WHEREAS**, RAM (the “Declarant”), as it relates the Property, has caused that certain Declaration of Easements and Restrictive Covenants dated April 27, 2020 and recorded on April 29, 2020, in the Recorded Office as Instrument Number 20200429000166810 (the “Declaration”).

**WHEREAS**, Lender has been requested to consent to the encumbrance of the Property by the Declaration in favor of the Declarant, its successors and assigns.

**WHEREAS**, Lender has been requested to acknowledge and confirm that the Declaration and the restrictions contained therein shall survive and not be affected in any way by a subsequent foreclosure of the Mortgage by the Lender, its successors or assigns.

**NOW, THEREFORE**, for and in consideration of One and No/100 Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender does hereby expressly states as follows:

1. Lender consents to the encumbrance of the Property by the Declaration in favor of Declarant, its successors and assigns.
2. Lender acknowledges and confirms that the Declaration and the restrictions contained therein shall survive and not be affected in any way by a subsequent foreclosure of the Mortgage by the Lender, its successors or assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 24<sup>th</sup> day of July, 2020.

**LENDER:**

**SOUTHPOINT BANK**, an Alabama state banking corporation

By: [Signature]  
Name: Rob Richardson  
Title: EVP

**CORPORATE ACKNOWLEDGMENT**

STATE OF Alabama )  
COUNTY OF Jefferson )

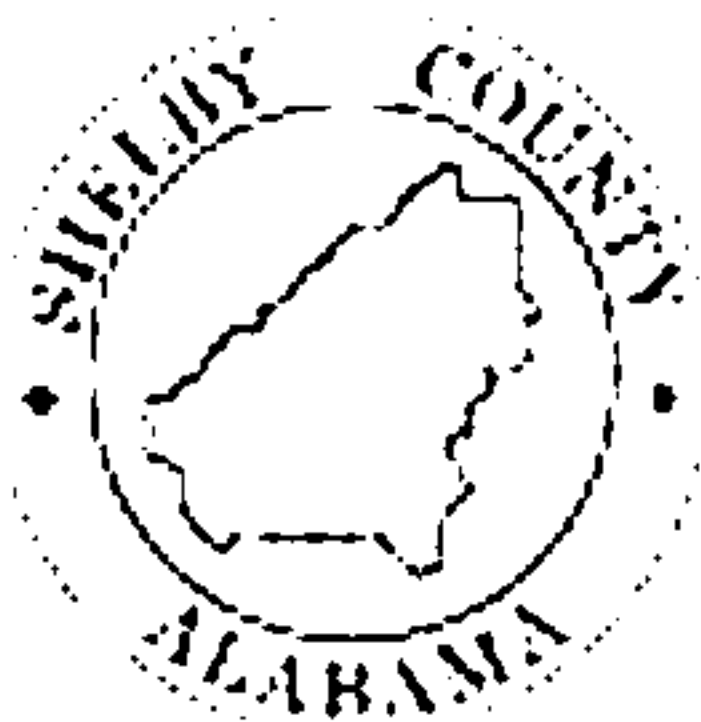
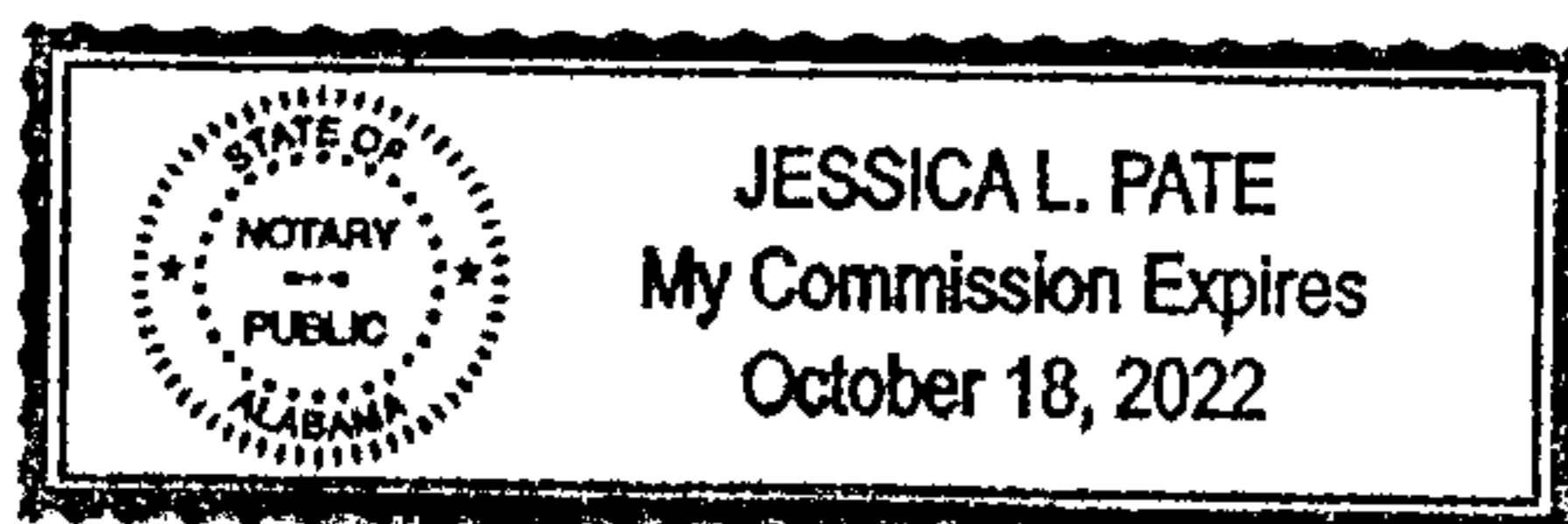
I, the undersigned, a Notary Public in and for Jefferson County, in the State of Alabama, hereby certify that Rob Richardson, whose name as EVP of Southpoint Bank, a AL Banking Corp., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative, and with full authority, executed the same voluntarily for and as the act of said Bank, on the day the same bears date.

Given under my hand and official seal, this 24<sup>th</sup> day of July, 2020.

[Signature: Jessica L. Pate]  
Notary Public

My Commission Expires:

(NOTARY SEAL)



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/11/2020 12:59:55 PM  
\$26.00 CHERRY  
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[Signature: Allen S. Bayl]