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This instrument prepared by:
Gary A. Whitlock, Esq.
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

and after recordation to be returned, to:
Gary A. Whitlock, Esq.
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

(Space Above This Line For Recording Data)

**Commercial Mortgage
and Fixture Filing
Alabama**

Borrower: Birmingham Land Acquisitions, LLC, a Florida limited liability company		Mortgagor: Birmingham Land Acquisitions, LLC, a Florida limited liability company	
Address: 9001 East Colonial Drive Orlando, FL 32817		Address: 9001 East Colonial Drive Orlando, FL 32817	
Telephone Number: 407-275-3200		Telephone Number: 407-275-3200	

THIS MORTGAGE 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 RECORD OF FIXTURE FILINGS, ALL AS MORE PARTICULARLY SET FORTH IN SECTION 21 OF THIS MORTGAGE.

In consideration of the loan or other credit accommodation specified and any future advances or future Obligations, as defined herein, which may be advanced or incurred, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor grants, warrants, bargains, sells, assigns, conveys, and mortgages to Truist Bank, a North Carolina banking corporation, its present and future affiliates and their successors and assigns, (the lender, and referred to herein as "Bank"), with power of sale and right of entry and possession all of Mortgagor's present and future estate, right, title and interest in and to the real property described in **Schedule A** which is attached to this Mortgage and incorporated herein by this reference, together with all present and future improvements, chattels, and fixtures; all privileges, hereditaments, and appurtenances; all leases, licenses and other agreements; all rents, issues and profits; all water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"), until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives, successors and assigns, hereby expressly warrant, covenant, and agree with Bank, its successors and assigns as follows:

1. **OBLIGATIONS.** This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Bank pursuant to:
 - a. this Mortgage and that certain Commercial Note dated September ____, 2020 in the original principal amount of \$1,247,088.43 payable by Borrower to Bank, as the same may be modified, amended, extended, or renewed;
 - b. any guaranty of obligations described in Section 1 given to Bank now or hereafter executed;
 - c. the liabilities, obligations, agreements and undertakings of Borrower to Bank pursuant to any foreign exchange contract or any interest rate hedge agreement or other derivative transaction document related to any note or agreement described above or any future obligations of Borrower or Mortgagor, excepting any Excluded Swap Obligations, as such term is defined below;
 - d. future advances, whether obligatory or optional, to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended to or on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien created by this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding. At no time shall this Mortgage, not including sums advanced to protect the security of this Mortgage, exceed \$1,247,088.43; and
 - e. all amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing; provided, however, that this Mortgage will not secure any Excluded Swap Obligation (as hereinafter defined). "Excluded Swap Obligation" means any Swap Obligation (as hereinafter defined), if and to the extent that all or any portion of the grant of a security interest hereunder to secure such Swap Obligation is or becomes illegal under the Commodity Exchange Act (7 U.S.C. §1 *et seq.*) (as amended and, together with any successor statute, the "Commodity Exchange Act"), or any rule, regulation or order of the Commodities Futures Trading Commission (or the application or official interpretation of any thereof), by virtue of Mortgagor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time that this grant of a security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, the exclusion of such Swap Obligation under the grant of a security interest hereunder shall apply only to the portion of such Swap Obligation that is attributable to swaps for which this grant of a security interest is or becomes illegal. For purposes hereof, the term "Swap Obligation" means any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.
2. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Mortgagor represents, warrants and covenants to Bank that:
 - a. Mortgagor has a fee simple marketable title to the Property and shall maintain the Property free of all mortgages, security interests, encumbrances and claims except for this Mortgage and those described in **Schedule B** which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;
 - b. To the best of Mortgagor's actual knowledge, based solely up and except as otherwise set forth in that certain Phase 1 environmental audit dated July 31, 2020 and prepared by BBG Assessments, LLC, Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials," as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the state where the Property is located nor any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, has any other party used, generated, released, discharged, stored, or disposed of any Hazardous Materials, in connection with the Property or transported any Hazardous Materials to or from the Property, except for limited quantities of such Hazardous Materials as are (i) customarily used or stored at an automobile facility, or (ii) required in connection with the routine operation and maintenance of the Property, in either case so long as such Hazardous Materials are in full compliance with all applicable environmental laws. Mortgagor shall not commit or permit such actions to be taken in the future, except as set forth in the foregoing sentence. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to: (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar state or federal statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances, without Lender's prior written consent;
 - c. All applicable laws and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* (and all regulations promulgated thereunder) and all zoning and building laws and regulations relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property, presently are and shall be

observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspections approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

- d. Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;
 - e. No action or proceeding is or shall be pending or to the best of Mortgagor's knowledge, threatened which might materially affect the Property; and
 - f. To the best of Mortgagor's knowledge, Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement (including, but not limited to, those governing Hazardous Materials) which might materially affect the Property or Bank's rights or interest in the Property pursuant to this Mortgage.
3. **PRIOR MORTGAGES.** Mortgagor represents and warrants that there are no prior mortgages or deeds of trust affecting any part of the Property except as set forth on **Schedule B** attached to this Mortgage which Mortgagor agrees to pay and perform in a timely manner. If there are any prior mortgages or deeds of trust, then Mortgagor agrees to pay all amounts owed and perform all obligations required under such mortgages or deeds of trust and the indebtedness secured thereby and further agrees that a default under any prior mortgage or deed of trust shall be a default under this Mortgage and shall entitle Bank to all rights and remedies contained herein or in the Obligations to which Bank would be entitled in the event of any other default.
 4. **TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN MORTGAGORS OR BORROWERS.** In the event of a sale, conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, limited liability company, partnership, trust or other legal entity), Bank may, at its option, declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable. At Bank's request, Mortgagor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders, members or partners, as appropriate, and the extent of their respective ownership interests.
 5. **ASSIGNMENT OF RENTS.** Mortgagor absolutely assigns to Bank all present and future rents, royalties, income and profits which arise from the use or occupancy of all or any portion of the Property. Until an Event of Default (as defined below) by Mortgagor occurs under this Mortgage or any of the Obligations beyond the expiration of any applicable notice and cure periods therefor, Mortgagor shall have a license to collect and receive the rents, royalties, income and profits. Upon any Event of Default under this Mortgage or any of the Obligations which remains uncured following any applicable notice and cure periods therefor, Bank may terminate Mortgagor's license without notice and may thereafter proceed to collect the rents, royalties, income and profits with or without the appointment of a receiver. All rents, royalties, income and profits collected by Bank or a receiver will be applied first to pay all expenses of collection, then to the payment of all costs of operation and maintenance of the Property, and then to the payment of the Obligations secured by this Mortgage in the order determined by Bank in its sole discretion.
 6. **CONSTRUCTION MORTGAGE.** ☐ If checked, this Mortgage is a construction mortgage that secures an Obligation incurred for the acquisition cost of the land and/or the construction of an improvement on land, it will be subject to the terms of the construction loan agreement between Mortgagor and Bank. Any materials, equipment or supplies used or intended for use in the construction, development or operation of the Property, whether stored on or off the Property, shall also be subject to the lien of this Mortgage. Mortgagor shall obtain Bank's approval of all plans and specifications, and no changes to the plans and specifications or the nature of the construction project shall be permitted without the prior written approval of Bank.
 7. **LEASES AND OTHER AGREEMENTS.** Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease pertaining to the Property. In addition, Mortgagor, without Bank's prior written consent shall not: (a) collect any monies payable under any Lease more than one month in advance; (b) modify any Lease; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Lease or the amounts payable thereunder; or (d) terminate or cancel any Lease except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under any Lease or purporting to terminate or cancel any Lease, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Bank. All such Leases and the amounts due to Mortgagor thereunder are hereby assigned to Bank as additional security for the Obligations.
 8. **COLLECTION OF INDEBTEDNESS FROM THIRD PARTY.** Bank shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Bank any indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds,

Mortgagor shall hold such instruments and other remittances in trust for Bank apart from its other property, endorse the instruments and other remittances to Bank, and immediately provide Bank with possession of the instruments and other remittances. Bank shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral, or otherwise settle any of the indebtedness whether or not an Event of Default exists under this Mortgage. Bank shall not be liable to Mortgagor for any action, error, misdate, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Bank to be deemed a mortgagee in possession.

9. **USE AND MAINTENANCE OF PROPERTY.** Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Bank's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Bank, shall not be removed or demolished without Bank's prior written consent, and shall be made at Mortgagor's sole expense.
10. **LOSS OR DAMAGE.** Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Bank, repair the affected Property to the previous condition or pay or cause to be paid to Bank the decrease in the fair market value of the affected Property.
11. **INSURANCE.** The Property will be kept insured for its full insurable value against all loss or damage caused by flood, earthquake, tornado and fire, theft or other casualty to the extent required by Bank. MORTGAGOR HAS THE RIGHT TO PROVIDE SUCH INSURANCE THROUGH AN EXISTING POLICY OR A POLICY INDEPENDENTLY OBTAINED AND PAID FOR BY MORTGAGOR, subject to the right of Bank to decline the insurance offered by Mortgagor for reasonable cause before credit is extended. The insurance policies shall require the insurance company to provide Bank with at least thirty days' written notice before such policies are altered or canceled in any manner. The insurance policies shall name Bank as a loss payee and provide that no act or omission of Mortgagor or any other person shall affect the right of Bank to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Bank (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 22 and secured hereby. Mortgagor shall furnish Bank with evidence of insurance indicating the required coverage. Bank may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, canceling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be immediately assigned, pledged and delivered to Bank as further security for the Obligations. In the event of loss, Mortgagor shall immediately give Bank written notice and Bank is authorized to make proof of loss. Each insurance company is directed to make payments directly to Bank instead of to Bank and Mortgagor. Bank shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Bank's option be applied in the inverse order of the due dates thereof.
12. **ZONING AND PRIVATE COVENANTS.** Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Bank's prior written consent. If Mortgagor's use of the Property is or becomes a nonconforming use under any zoning provisions, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Bank. Mortgagor will immediately provide Bank with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
13. **CONDEMNATION.** Mortgagor shall immediately provide Bank with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Bank and shall be applied first to the payment of Bank's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Bank, to the payment of the Obligations or the restoration or repair of the Property.
14. **BANK'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS.** Mortgagor shall immediately provide Bank with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Bank as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Bank shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Bank from taking the actions described in this paragraph in its own name.
15. **INDEMNIFICATION.**
 - (a) Bank shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Bank with written notice of and indemnify and hold Bank and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Material(s)). Mortgagor, upon the request of Bank, shall hire legal counsel to defend Bank from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in

connection therewith. In the alternative, Bank shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's costs. Mortgagor's obligation to indemnify Bank under this paragraph shall survive the termination, release, satisfaction or foreclosure of this Mortgage.

(b) Mortgagor further agrees to indemnify, defend and hold Bank harmless from all costs and expenses, including reasonable attorneys' fees and costs incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body in and to which Bank may be or become a party by reason of this Mortgage, including, but not limited to, condemnation, bankruptcy, probate and administration proceedings, as well as any of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms or priority of this Mortgage, and all actual, out-of-pocket expenses reasonably paid or expended by Bank in that regard, together with interest thereon from date of such payment at the highest rate of interest being charged on any Obligations (but in no event higher than the rate or rates permitted under applicable law), shall be immediately and without notice due and payable by Mortgagor, shall become a part of the Obligations and shall be recoverable as such in all respects.

16. **TAXES AND ASSESSMENTS.** Mortgagor shall pay all taxes and assessments relating to the Property prior to delinquency and upon request of Bank, immediately provide Bank evidence of payment of same. Upon the request of Bank, Mortgagor shall deposit with Bank each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no Event of Default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the Event of Default, Bank shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Bank's option, be supplied in reverse order of the due date thereof.
17. **INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS.** Mortgagor shall allow Bank or its agents to examine and inspect the Property and examine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide any assistance required by Bank for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, true, accurate and complete in all respects. Mortgagor shall note the existence of Bank's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shall report, in a form satisfactory to Bank, such information as Bank may reasonably request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such frequency as Bank may reasonably designate. All information furnished by Mortgagor to Bank shall be true, accurate and complete in all respects, and signed by Mortgagor if Bank requests.
18. **ESTOPPEL CERTIFICATES.** Within ten (10) business days after any request by Bank, Mortgagor shall deliver to Bank, or any intended transferee of Bank's rights with respect to the Obligations, a signed and acknowledged statement specifying; (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Mortgagor will be conclusively bound by any representation that Bank may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.
19. **EVENTS OF DEFAULT.** An Event of Default will occur under this Mortgage in the event:
 - a. any breach, default or event of default occurs under any agreement, instrument or other document evidencing the Obligations, which remains uncured beyond the expiration of any applicable notice and cure period therefor; or
 - b. Mortgagor sells, conveys, or transfers rights in the Property without the prior written approval of Bank; or
 - c. the Property is used by anyone to transport or store goods, the possession, transportation, or use of which is illegal; or
 - d. the Property is destroyed or damaged in any material respect that is not covered by insurance or is subjected to seizure, confiscation, or condemnation; or
 - e. The filing of any federal or state tax lien, mechanic's or materialman's lien or judgment lien against the Property which is not satisfied, discharged or transferred to bond within thirty (30) days following Borrower's receipt of written notice thereof; or
 - f. The filing by any person or entity of any claim in any legal or equitable proceeding challenging the validity or priority of the lien of this Mortgage.
20. **RIGHTS OF BANK ON EVENT OF DEFAULT.** Upon the occurrence of an Event of Default under this Mortgage, Bank shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):
 - a. to declare the Obligations immediately due and payable in full, such acceleration to be automatic and immediate if the Event of Default is a filing under the Bankruptcy Code;
 - b. to collect the outstanding Obligations with or without resorting to judicial process, subject to applicable laws;
 - c. to require Mortgagor to deliver and make available to Bank any personal property or Chattels constituting the Property at a place reasonably convenient to Mortgagor and Bank;
 - d. to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver, subject to applicable laws and, at Bank's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Bank shall have this contractual right to appoint a receiver;

- e. to employ a managing agent of the Property and let the same, in the name of Bank or in the name of Mortgagor, receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
- f. to pay any sums in any form or manner deemed expedient by Bank to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations;
- g. to foreclose this Mortgage under the power of sale and in accordance with the requirements of law or by judicial action, at Bank's election;
- h. to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Bank including, but not limited to, monies, instruments, and deposit accounts maintained with Bank or any currently existing or future affiliate of Bank; and
- i. to exercise all other rights available to Bank under any other written agreement or applicable law.

If there is an Event of Default by Mortgagor under this Mortgage, this Mortgage shall be subject to foreclosure under power of sale at Bank's option. Notice of the exercise of such option is expressly waived by Mortgagor, and Bank shall have the right to enter upon and take possession of the Property, and after, or without taking possession of the property, to sell the Property at the front or main door of the courthouse of the county where the Property is located, at public outcry for cash, after first giving notice of the description of the property to be sold and the time, place, and terms of such sale by publication once a week for three consecutive weeks prior to the sale in a newspaper published in the county or counties in which the property to be sold is located. Mortgagor waives any requirement that the Property be sold in separate tracts and agrees that Bank may sell the Property en masse regardless of the number of parcels conveyed by this Mortgage. The power of sale granted to Bank is a continuing power of sale and shall not be fully exercised until all of the Property not previously sold is sold or all of the Obligations are satisfied in full. Upon the payment of the purchase price, Bank or the auctioneer conducting the sale is authorized to execute a deed to the property in Mortgagor's name and deliver the deed to the purchaser at the foreclosure sale. Bank, its successors, assigns, agents or attorneys may bid all or part of the debt owed and become the purchaser of the property at any sale hereunder.

The proceeds from the sale of the Property shall be applied as follows: first to the expense of collection action, advertising, preparing, selling, and conveying the Property for sale, including reasonable attorney fees incurred by Bank in the foreclosure action or any injunction proceeding, bankruptcy, appeal, or other proceeding challenging the right of Bank to foreclose this Mortgage or sell any of the Property; second, to the payment of any amounts expended or that may be necessary to expend to pay insurance, taxes, assessments, and other liens and mortgages; third, in full or partial payment of the Obligations in such as Bank may elect; and fourth, the balance, if any, to be paid in accordance with the requirements of law.

21. **SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE.** This Mortgage shall be considered a financing statement and a fixture filing pursuant to the provisions of the Uniform Commercial Code (as adopted by the state of Alabama) covering fixtures, Chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Mortgagor hereby grants Bank a security interest in such Chattels. The debtor is the Mortgagor described above. The secured party is Bank described above. Upon demand, Mortgagor shall make, execute and deliver such security agreements (as such term is defined in said Uniform Commercial Code) as Bank at any time may deem necessary or proper or require to grant to Bank a perfected security interest in the Chattels, and upon Mortgagor's failure to do so, Bank is authorized to sign any such agreement as the agent of Mortgagor. Mortgagor hereby authorizes Bank to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Mortgagor. Mortgagor will pay all filing fees and taxes for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Bank, by said Uniform Commercial Code. If the lien of this Mortgage is subject to any security agreement covering the Chattels, then in the event of any default under this Mortgage, all the right, title and interest of Mortgagor in and to any and all of the Chattels is hereby assigned to Bank, together with the benefit of any deposits or payments now or hereafter made thereof by Mortgagor or the predecessors or successors in title of Mortgagor in the Property.

Notwithstanding any other provision in this Mortgage, to the extent any building located on the real property that is subject to this Mortgage contains personal property owned by the Mortgagor, Bank disclaims any security interest created under this Mortgage in such personal property if (i) such personal property is required to be insured pursuant to any existing or future Federal statute, regulation, policy or guideline related to flood insurance (collectively, the "Flood Laws") and (ii) such personal property is not covered by flood insurance to the extent required by the Flood Laws.

Some of the items of the Property described herein are goods that are or are to become fixtures related to the land described herein, and it is intended that, as to those goods, this Mortgage will be effective as a financing statement filed as a fixture filing pursuant to Section 7-9A-502(c) of the Uniform Commercial Code. Information concerning the security interest created by this Mortgage may be obtained from Bank, as secured party, at the address of Bank stated on the first page hereof. The mailing address of Mortgagor, as debtor, is as stated on the first page hereof. Mortgagor is the record owner of the real property upon which such fixtures are located.

22. **REIMBURSEMENT OF AMOUNTS EXPENDED BY BANK.** Bank, at Bank's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Bank under this Mortgage. Upon demand, Mortgagor shall immediately reimburse Bank for all such amounts expended by Bank together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein

and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Bank shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by Bank in connection with said publication, including reasonable attorneys' fees, and this Mortgage shall be security for all such expenses and fees.

23. **APPLICATION OF PAYMENTS.** All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Bank (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Bank chooses.
24. **POWER OF ATTORNEY.** Mortgagor hereby appoints Bank as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or the Mortgage. In addition, Bank shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Bank's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. All powers of attorney described in the Mortgage are coupled with an interest and are irrevocable.
25. **SUBROGATION OF BANK.** Bank shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Bank regardless of whether these liens, security interest or other encumbrances have been released of record.
26. **PARTIAL RELEASE.** Bank may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Bank to release any of its interest in the Property (except as required herein), nor shall Bank be obligated to release any part of the Property if Mortgagor is in default under this Mortgage.
27. **MODIFICATION AND WAIVER.** The modification or waiver of any of Mortgagor's Obligations or Bank's rights under this Mortgage must be contained in a writing signed by Bank. Bank may perform any of Borrower's or Mortgagor's Obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Bank amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, Borrower or third party or any of the rights against any Mortgagor, Borrower or third party or any of the Property. Bank's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver, and Bank shall have the right at any time thereafter to insist upon strict performance.
28. **SUCCESSORS AND ASSIGNS.** This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Bank and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.
29. **NOTICES.** Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by first class mail, postage prepaid, shall be deemed given the earlier of three (3) days after such notice is sent or when received by the person to whom such notice is being given.
30. **SEVERABILITY.** Whenever possible, each provision of this Mortgage shall be interpreted so as to be effective and valid under applicable state law, if any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall remain valid.
31. **APPLICABLE LAW.** This Mortgage shall be governed by the laws of the state of Alabama. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction of any court selected by Bank, in its sole discretion, located in that state.
32. **MISCELLANEOUS.** Mortgagor and Bank agree that time is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Bank pertaining to the terms and conditions hereof.
33. **SATISFACTION.** Upon the payment of all of the Obligations, including all future advances and all sums advanced by Bank pursuant to this Mortgage, this Mortgage shall be void and Bank will mail or deliver to Mortgagor a written satisfaction in recordable form. Until such time, this Mortgage shall remain in full force and effect.
If this Mortgage secures an open end or revolving line of credit which provides for future advances, satisfaction of the Obligations shall not occur until there is no outstanding indebtedness under any of the Obligations secured by this Mortgage and no commitment or agreement by Bank to make advances or otherwise give value under any agreement evidencing the Obligations. Upon written request to satisfy this Mortgage signed by Mortgagor and all other persons who have a right to require Bank to extend value, and provided there is no outstanding Obligation at that time, Bank will cause this Mortgage to be satisfied in accordance with law. After the written request for satisfaction, neither Mortgagor nor any other person shall have any right to request or demand that Bank extend value under this Mortgage or any other agreements as Bank shall be released from all commitments to extend value thereunder. Until the request to satisfy this Mortgage is duly signed and

delivered to Bank, this Mortgage shall continue in full force and effect. Mortgagor shall pay any costs of recordation of the satisfaction.

34. **WAIVER OF TRIAL BY JURY.** MORTGAGOR AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE AND ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK ACCEPTING THIS MORTGAGE. FURTHER, MORTGAGOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL HAS THE AUTHORITY TO WAIVE, CONDITION, OR MODIFY THIS PROVISION.
35. **Riders to this Mortgage.** The terms and conditions of any rider executed by Mortgagor and recorded together with this Mortgage shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider is a part of this Mortgage. ☐ A _____ Rider is attached to this Mortgage.
36. **Transfer of Loan.** Bank may, at any time, sell, transfer or assign the Mortgage, promissory note and any related loan documents, and any or all servicing rights with respect thereto, or grant participations therein or issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the "Securities"). Bank may forward to each purchaser, transferee, assignee, servicer, participant, or investor in such Securities or any Rating Agency (as hereinafter defined) rating such Securities (collectively, the "Investor") and each prospective Investor, all documents and information which Bank now has or may hereafter acquire relating to the Mortgagor, any loan to Mortgagor, any guarantor or the Property, whether furnished by Borrower or Mortgagor, any guarantor or otherwise, as Bank determines necessary or desirable. The term "Rating Agency" shall mean each statistical rating agency that has assigned a rating to the Securities.

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Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage, and acknowledges receipt of an exact copy of it.

Dated as of September 29th, 2020.

BIRMINGHAM LAND ACQUISITIONS, LLC, a Florida limited liability company

By: GREENWAY REALTY MANAGEMENT LLC, a Florida limited liability company, its sole Manager

By:  (Seal)
Christopher Allen
Chief Financial Officer

Acknowledgments:

(Non-Individual)

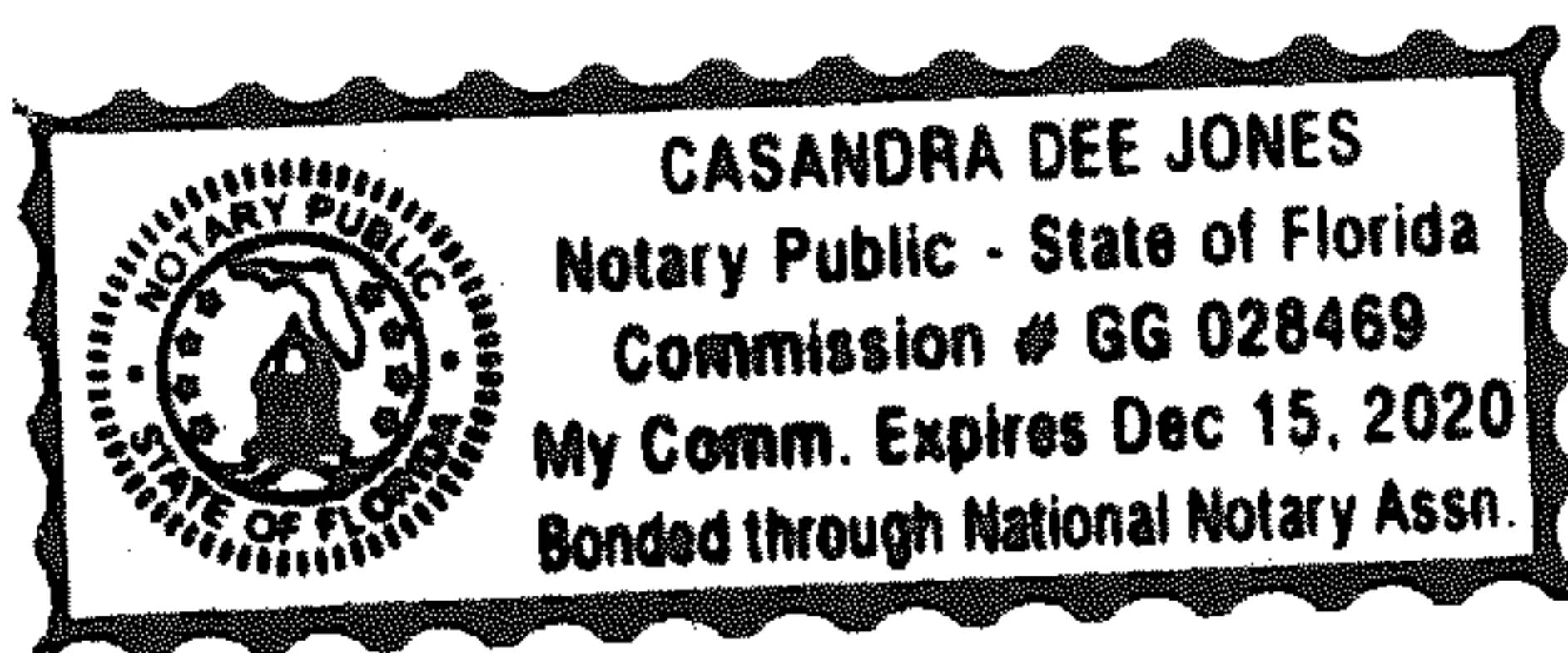
State of ~~Alabama~~ FLORIDA)
County of ORANGE)

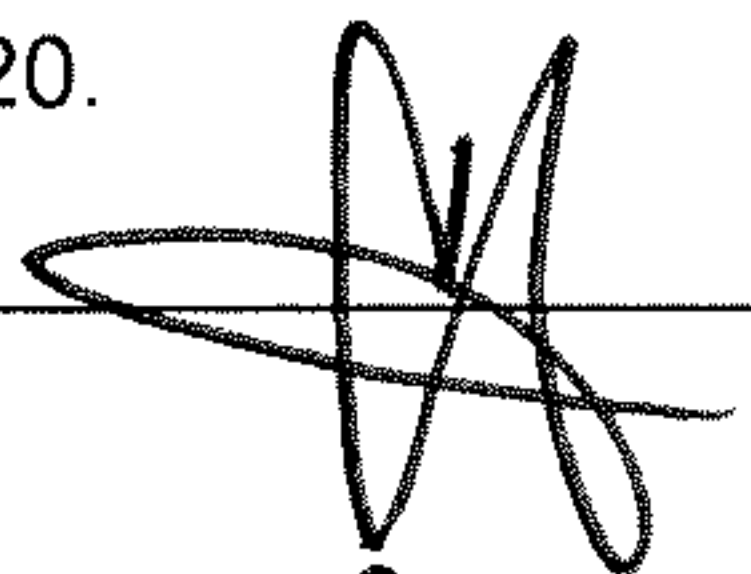
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christopher Allen whose name(s) as Chief Financial Officer of Greenway Realty Management LLC, a Florida limited liability company, as sole Manager of Birmingham Land Acquisitions, LLC, a Florida limited liability company is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Chief Financial Officer and with full authority, executed the same voluntarily for and as the act of said limited liability companies.

Given under my hand and official seal this 29th day of September, 2020.

(Notarial Seal)

Notary Public




CASANDRA JONES

Schedule A

The following described real property located in the County of Shelby, State of Alabama;

A parcel of land in the NW ¼ of SW ¼ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at the SW corner of said NW ¼ of SW ¼ of said Section, run in an Easterly direction along the South line for a distance of 587.28 feet to a set 5/8" capped rebar stamped GSA CA-560-LS being the POINT OF BEGINNING; thence turn an exterior angle to the right of 91 degrees 19 minutes 38 seconds and run in a Northerly direction for a distance of 244.56 feet to a found 1" solid iron; thence turn an interior angle to the left of 111 degrees 45 minutes 11 seconds and run in a Northeasterly direction for a distance of 271.83 feet to a set 5/8" capped rebar stamped GSA CA-560-LS; thence turn an interior angle to the left of 166 degrees 33 minutes 18 seconds and run in a Southeasterly direction for a distance of 30.72 feet to a set 5/8" capped rebar stamped GSA CA-560-LS; thence turn an interior angle to the left of 193 degrees 19 minutes 46 seconds and run in a Northeasterly direction for a distance of 96.90 feet to a set 5/8" capped rebar stamped GSA CA-560-LS; thence turn an interior angle to the left of 178 degrees 27 minutes 12 seconds and run in a Northeasterly direction for a distance of 100.41 feet to a set PK Nail; thence turn an exterior angle to the right of 88 degrees 20 minutes 16 seconds and run in a Northwesterly direction for a distance of 10.25 feet to a set PK Nail, said point being a point on the Southern most line of Lot 1, Beers Addition to Pelham as recorded in Map Book 34, Page 13, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an interior angle to the left of 90 degrees 00 minutes 00 seconds and run in a Northeasterly direction along the Southern most line of said Lot 1 for a distance of 57.96 feet to a found PK nail being on the West right-of-way line of U.S. Highway #31 (200' ROW), said point also being on a curve turning to the right, having a radius of 1809.86 feet, a central angle of 14 degrees 36 minutes 38 seconds, a chord length of 460.27 feet, and an interior chord angle to the left of 87 degrees 07 minutes 05 seconds; thence run in a Southeasterly direction along the Southwest right-of-way line and along said curve for a distance of 461.52 feet to a found 1" crimp; thence leaving said right of way line, turn an interior angle to the left of 72 degrees 27 minutes 22 seconds from chord and run in a Westerly direction for a distance for 666.33 feet to the POINT OF BEGINNING.

Street Address of Property

2200 Highway 31 South
Pelham, Alabama 35124

Schedule B

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None

AFTER RECORDING RETURN TO GARY WHITLOCK AT HIS ADDRESS INDICATED ON PAGE 1.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/08/2020 03:16:06 PM
\$1922.65 CHERRY
20201008000458030

Allie S. Bayl