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MORTCORR 1/30**

This mortgage is being re-recorded in order to correct the legal description (Exhibit A) and list of Prior Mortgages (Exhibit B).

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04/21/2021 03:42:38 PM  
MORT 1/29**

This instrument was prepared by,  
and after recording return to:  
William R. Weinberg  
Quilling, Selander, Winslett, Lownds & Moser, P.C.  
2001 Bryan Street, Suite 1800  
Dallas, Texas 75201

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

**(ALABAMA)**

**NOTE TO RECORDER:** The obligations hereunder are secured by real and personal property located in Alabama and located outside of Alabama. Notwithstanding that the aggregate face amount of the Notes secured hereby is \$400,000,000, the maximum principal amount that Mortgagee may recover under this Security Instrument shall at no time exceed, and is hereby expressly limited to, \$9,726,337.

For the purpose of allocating mortgage taxes, the value of the Mortgaged Property located in (a) Shelby County, Alabama is \$1,884,008, representing 19.37017% of the total value of the Mortgaged Property in Alabama, (b) St. Clair County, Alabama is \$4,815,145, representing 49.50625% of the total value of the Mortgaged Property in Alabama, and (c) Tuscaloosa County, Alabama is \$3,027,184 representing 31.12358% of the total value of the Mortgaged Property in Alabama.

20210421000199470 04/21/2021 03:42:38 PM MORT 2/29

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

This AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as amended, restated, replaced, supplemented, or otherwise modified from time to time, this "**Security Instrument**") dated as of April 15, 2021, is executed by **BIRMINGHAM LD, LLC**, an Alabama limited liability company, and **RAUSCH COLEMAN HOMES BIRMINGHAM, LLC**, an Alabama limited liability company (successor by merger to RC BIRMINGHAM, LLC), as mortgagor (collectively "**Mortgagor**"), whose address is 4058 North College Avenue, Suite 300, Fayetteville, Arkansas 72703, to and for the benefit of **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**, a national banking association, as mortgagee ("**Mortgagee**"), whose address is 2000 McKinney Avenue, Suite 700, Dallas, Texas 75201, Attention: Specialized Residential Real Estate, in its capacity as Administrative Agent for the Lenders under the Credit Agreement.

Mortgagor, in consideration of (i) a revolving line of credit in the maximum principal amount of FOUR HUNDRED MILLION AND NO/100 DOLLARS (\$400,000,000.00) (the "**Loan**") evidenced by the Notes, and (ii) the Credit Agreement, and to secure to Mortgagee the repayment of the Obligations, and all renewals, extensions and modifications thereof, and the performance of the covenants and agreements of Borrower and Mortgagor contained in the Loan Documents (as defined in the Credit Agreement), irrevocably and unconditionally MORTGAGES, GRANTS, BARGAINS, SELLS, ASSIGNS, REMISES, RELEASES, WARRANTS AND CONVEYS to and for the benefit of Mortgagee, with power of sale, the Mortgaged Property (as defined in this Security Instrument), including the real property located in the State of Alabama, and described in Exhibit A attached to this Security Instrument and incorporated by reference (the "**Land**"), to have and to hold such Mortgaged Property unto Mortgagee and Mortgagee's successors and assigns, forever; Mortgagor hereby releasing, relinquishing and waiving, to the fullest extent allowed by law, all rights and benefits, if any, under and by virtue of the homestead exemption laws of the Property Jurisdiction (as defined in this Security Instrument), if applicable.

Mortgagor represents and warrants that Mortgagor is lawfully seized of the Mortgaged Property and has the right, power and authority to mortgage, grant, assign, remise, release, warrant and convey the Mortgaged Property, and that the Mortgaged Property is not encumbered by any Lien (as defined in this Security Instrument) other than Permitted Encumbrances (as defined in this Security Instrument). Mortgagor covenants that Mortgagor will warrant and defend the title to the Mortgaged Property against all claims and demands other than Permitted Encumbrances.

Mortgagor and Mortgagee, by its acceptance hereof, each covenants and agrees as follows:

1. **Defined Terms.**

Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Credit Agreement. All terms used and not specifically defined herein, but which are otherwise defined by the UCC, shall have the meanings assigned to them by the UCC. The following terms, when used in this Security Instrument, shall have the following meanings:

**“Administrative Agent”** means Texas Capital Bank, National Association, a national banking association.

**“Borrower”** means Rausch Coleman Companies, LLC, an Arkansas limited liability company.

**“Condemnation Action”** means any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect.

**“Credit Agreement”** means that certain Credit Agreement, dated of even date herewith, executed by and among Borrower, the Guarantors from time to time a party thereto, Administrative Agent, and the Lenders from time to time a party thereto, as amended, restated, replaced, supplemented or otherwise modified from time to time.

**“Event of Default”** has the meaning set forth in the Credit Agreement.

**“Fixtures”** means all Goods that are so attached or affixed to the Land or the Improvements as to constitute a fixture under the laws of the Property Jurisdiction.

**“Foreclosure Event”** means: (a) foreclosure under the Security Instrument; (b) any other exercise by Mortgagee of rights and remedies (whether under the Security Instrument or under applicable law, including insolvency laws) as holder of the Loan and/or the Security Instrument, as a result of which Mortgagee (or its designee or nominee) or a third party purchaser becomes owner of the Mortgaged Property; (c) delivery by Mortgagor to Mortgagee (or its designee or nominee) of a deed or other conveyance of Mortgagor’s interest in the Mortgaged Property in lieu of any of the foregoing.

**“Goods”** means all of Mortgagor’s present and hereafter acquired right, title and interest in all goods which are used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, and installed building materials; fences, trees, and plants; supplies; tools; books and records (whether in written or electronic form); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements.

**“Guarantors”** means Mortgagor and the other subsidiaries of Borrower which are now, or may hereafter become, parties to the Credit Agreement, and are identified therein as a “Guarantor.”



**“Impositions”** means

(a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Mortgaged Property;

(b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance and such other insurance as Mortgagee may require under the Credit Agreement;

(c) Taxes; and

(d) amounts for other charges and expenses assessed against the Mortgaged Property which Mortgagee at any time reasonably deems necessary to protect the Mortgaged Property, to prevent the imposition of liens on the Mortgaged Property, or otherwise to protect Mortgagee's interests, all as reasonably determined from time to time by Mortgagee.

**“Improvements”** means the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements, facilities, and additions and other construction on the Land.

**“Land”** means the real property described in Exhibit A attached hereto.

**“Leases”** means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property, and all modifications, extensions or renewals thereof.

**“Lenders”** means the financial institutions which are now, or may hereafter become, parties to the Credit Agreement, and are identified therein as a “Lender.”

**“Lien”** has the meaning assigned to such term in the Credit Agreement.

**“Mortgaged Property”** means all of Mortgagor's present and hereafter acquired right, title and interest, if any, in and to all of the following:

(a) the Land;

(b) the Improvements;

(c) the Personalty;

(d) current and future rights, including air rights, development rights, declarant rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefitting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(e) insurance policies relating to the Mortgaged Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property, whether or not Mortgagor obtained the insurance pursuant to Mortgagee's requirements;

(f) subject to the provisions of Section 7.5 of the Credit Agreement, awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property, including any awards or settlements resulting from (1) Condemnation Actions, (2) any damage to the Mortgaged Property caused by governmental action that does not result in a Condemnation Action, or (3) the total or partial taking of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(g) contracts, options and other agreements for the sale of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property entered into by Mortgagor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(h) Leases and Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases, and all Rents;

(i) earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan;

(j) refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Security Instrument is dated);

(k) tenant security deposits;

(l) names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;

(m) any accounts of Mortgagor maintained with Mortgagee, and any funds on deposit therein;

(n) products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds; and

(o) all of Mortgagor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized.

**"Notes"** means, collectively, those certain promissory notes, secured by, among other things, this Security Instrument, executed by Borrower, and payable to the order of the respective Lenders, in the aggregate principal amount of FOUR HUNDRED MILLION AND NO/100 DOLLARS (\$400,000,000.00), bearing interest, and with interest and principal being payable, as specified in the Credit Agreement, as they may from time to time be amended, supplemented, restated, or increased, together with any notes given in renewal, substitution or replacement therefor.

**"Obligations"** has the meaning set forth in the Credit Agreement.

**"Permitted Encumbrance"** means only (a) the easements, restrictions and other matters listed in a schedule of exceptions to coverage in Mortgagee's title insurance policy covering this Security Instrument and the Mortgaged Property, (b) Taxes for the current tax year that are not yet due and payable, and (c) Permitted Borrowing Base Liens.

**"Personalty"** means all of Mortgagor's present and hereafter acquired right, title and interest in all Goods, accounts, choses of action, chattel paper, documents, general intangibles, payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Land or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land.

**"Prior Mortgages"** means the mortgages, deeds of trust or other security instruments described in Exhibit B attached hereto.

**"Property Jurisdiction"** means the jurisdiction in which the Land is located.

**"Rents"** means all rents, revenues and other income from the Land or the Improvements, whether now due, past due, or to become due, and tenant security deposits.

**"Taxes"** means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, may become a lien, on the Land or the Improvements or any taxes upon any Loan Document.



“UCC” means the Uniform Commercial Code in effect in the Property Jurisdiction, as amended from time to time.

“UCC Collateral” means any or all of that portion of the Mortgaged Property in which a security interest may be granted under the UCC and in which Mortgagor has any present or hereafter acquired right, title or interest.

**2. Security Agreement; Fixture Filing.**

(a) To secure to Mortgagee, the repayment of the Obligations, and all renewals, extensions and modifications thereof, and the performance of the covenants and agreements of Borrower or Mortgagor contained in the Loan Documents, Mortgagor hereby pledges, assigns, and grants to Mortgagee a continuing security interest in the UCC Collateral. This Security Instrument constitutes a security agreement and a financing statement under the UCC. This Security Instrument also constitutes a financing statement pursuant to the terms of the UCC with respect to any part of the Mortgaged Property that is or may become a Fixture under applicable law, and will be recorded as a “fixture filing” in accordance with the UCC. Mortgagor hereby authorizes Mortgagee to file financing statements, continuation statements and financing statement amendments in such form as Mortgagee may require to perfect or continue the perfection of this security interest without the signature of Mortgagor. If an Event of Default has occurred and is continuing, Mortgagee shall have the remedies of a secured party under the UCC or otherwise provided at law or in equity, in addition to all remedies provided by this Security Instrument and in any Loan Document. Mortgagee may exercise any or all of its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability or validity of Mortgagee’s other remedies. For purposes of the UCC, the debtor is Mortgagor and the secured party is Mortgagee. The name and address of the debtor and secured party are set forth on Page 1 of this Security Instrument, and are the addresses from which information on the security interest may be obtained.

(b) Mortgagor represents and warrants that as of the date hereof: (1) Mortgagor maintains its chief executive office at the location set forth on Page 1 of this Security Instrument, and Mortgagor will notify Mortgagee in writing of any change in its chief executive office within five (5) Business Days of such change; (2) Mortgagor is the record owner of the Mortgaged Property; (3) Mortgagor’s state of incorporation, organization, or formation, if applicable, is as set forth on Page 1 of this Security Instrument; (4) Mortgagor’s exact legal name is as set forth on Page 1 of this Security Instrument; (5) Mortgagor is the owner of the UCC Collateral subject to no liens, charges or encumbrances other than the lien hereof and Permitted Encumbrances; and (6) except as expressly provided in the Credit Agreement, the UCC Collateral will not be removed from the Mortgaged Property without the consent of Mortgagee.

(c) All property of every kind acquired by Mortgagor after the date of this Security Instrument which by the terms of this Security Instrument shall be subject to the lien and the security interest created hereby, shall immediately upon the acquisition thereof by Mortgagor and without further conveyance or assignment become subject to the lien and security interest created

by this Security Instrument. Nevertheless, Mortgagor shall execute, acknowledge, deliver and record or file, as appropriate, all and every such further deeds of trust, mortgages, deeds to secure debt, security agreements, financing statements, assignments and assurances as Mortgagee shall require for accomplishing the purposes of this Security Instrument and to comply with the rerecording requirements of the UCC.

**3. Assignment of Leases and Rents; Appointment of Receiver; Mortgagee in Possession.**

(a) As part of the consideration for the Obligations, Mortgagor absolutely and unconditionally assigns and transfers to Mortgagee all Leases and Rents. It is the intention of Mortgagor to establish present, absolute and irrevocable transfers and assignments to Mortgagee of all Leases and Rents and to authorize and empower Mortgagee to collect and receive all Rents without the necessity of further action on the part of Mortgagor. Mortgagor and Mortgagee intend the assignments of Leases and Rents to be effective immediately and to constitute absolute present assignments, and not assignments for additional security only. Only for purposes of giving effect to these absolute assignments of Leases and Rents, and for no other purpose, the Leases and Rents shall not be deemed to be a part of the Mortgaged Property. However, if these present, absolute and unconditional assignments of Leases and Rents are not enforceable by their terms under the laws of the Property Jurisdiction, then each of the Leases and Rents shall be included as part of the Mortgaged Property, and it is the intention of Mortgagor, in such circumstance, that this Security Instrument create and perfect a lien on each of the Leases and Rents in favor of Mortgagee, which liens shall be effective as of the date of this Security Instrument.

(b) Until an Event of Default has occurred and is continuing, but subject to the limitations set forth in the Loan Documents, Mortgagor shall have a revocable license to exercise all rights, power and authority granted to Mortgagor under the Leases (including the right, power and authority to modify the terms of any Lease, extend or terminate any Lease, or enter into new Leases, subject to the limitations set forth in the Loan Documents), and to collect and receive all Rents, to hold all Rents in trust for the benefit of Mortgagee, and to apply all Rents to pay the Obligations and the other amounts then due and payable under the other Loan Documents, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property. So long as no Event of Default has occurred and is continuing (and no event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing), the Rents remaining after application pursuant to the preceding sentence may be retained and distributed by Mortgagor free and clear of, and released from, Mortgagee's rights with respect to Rents under this Security Instrument.

(c) If an Event of Default has occurred and is continuing, without the necessity of Mortgagee entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, the revocable license granted to Mortgagor pursuant to Section 3(b) shall automatically terminate, and Mortgagee shall immediately have all rights, powers and authority granted to Mortgagor under any Lease (including the right, power and authority to modify the



terms of any such Lease, or extend or terminate any such Lease) and, without notice, Mortgagee shall be entitled to all Rents as they become due and payable, including Rents then due and unpaid. During the continuance of an Event of Default, Mortgagor authorizes Mortgagee to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Mortgagee, and Mortgagor shall, upon Mortgagor's receipt of any Rents from any sources, pay the total amount of such receipts to Mortgagee. Although the foregoing rights of Mortgagee are self-effecting, at any time during the continuance of an Event of Default, Mortgagee may make demand for all Rents, and Mortgagee may give, and Mortgagor hereby irrevocably authorizes Mortgagee to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Mortgagee. No tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Mortgagor any amounts that are actually paid to Mortgagee in response to such a notice.

(d) If an Event of Default has occurred and is continuing, Mortgagee may, regardless of the adequacy of Mortgagee's security or the solvency of Mortgagor, and even in the absence of waste, enter upon, take and maintain full control of the Mortgaged Property, and may exclude Mortgagor and its agents and employees therefrom, in order to perform all acts that Mortgagee, in its discretion, determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents, the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, for the purposes of enforcing this assignment of Rents, protecting the Mortgaged Property or the security of this Security Instrument and the Loan, or for such other purposes as Mortgagee in its discretion may deem necessary or desirable.

(e) Notwithstanding any other right provided Mortgagee under this Security Instrument or any other Loan Document, if an Event of Default has occurred and is continuing, and regardless of the adequacy of Mortgagee's security or Mortgagor's solvency, and without the necessity of giving prior notice (oral or written) to Mortgagor, Mortgagee may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in Section 3. If Mortgagee elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Mortgagor, by its execution of this Security Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte*, if permitted by applicable law. Mortgagor consents to shortened time consideration of a motion to appoint a receiver. Mortgagee or the receiver, as applicable, shall be entitled to receive a reasonable fee for managing the Mortgaged Property and such fee shall become an additional part of the Obligations. Immediately upon appointment of a receiver or Mortgagee's entry upon and taking possession and control of the Mortgaged Property, possession of the Mortgaged Property and all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Mortgaged Property, and all security deposits and prepaid Rents, shall be surrendered to Mortgagee or the receiver, as applicable. If Mortgagee or receiver takes possession and control of the Mortgaged Property, Mortgagee or receiver may exclude Mortgagor and its representatives from the Mortgaged Property.

(f) The acceptance by Mortgagee of the assignments of the Leases and Rents pursuant to this Section 3 shall not at any time or in any event obligate Mortgagee to take any action under any Loan Document or to expend any money or to incur any expense. Mortgagee shall not be liable in any way for any injury or damage to person or property sustained by any Person in, on or about the Mortgaged Property. Prior to Mortgagee's actual entry upon and taking possession and control of the Land and Improvements, Mortgagee shall not be:

(1) obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease);

(2) obligated to appear in or defend any action or proceeding relating to any Lease or the Mortgaged Property; or

(3) responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property.

The execution of this Security Instrument shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Mortgagor, prior to such actual entry and taking possession and control by Mortgagee of the Land and Improvements.

(g) Mortgagee shall be liable to account only to Mortgagor and only for Rents actually received by Mortgagee. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Mortgaged Property by reason of any act or omission of Mortgagee under this Section 3, and Mortgagor hereby releases and discharges Mortgagee from any such liability to the fullest extent permitted by law. If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Mortgagee for such purposes shall be added to, and become a part of, the principal balance of the Obligations, be immediately due and payable, and bear interest at the Default Interest Rate from the date of disbursement until fully paid. Any entering upon and taking control of the Mortgaged Property by Mortgagee or the receiver, and any application of Rents as provided in this Security Instrument, shall not cure or waive any Event of Default or invalidate any other right or remedy of Mortgagee under applicable law or provided for in this Security Instrument or any Loan Document.

#### **4. Protection of Mortgagee's Security.**

If Mortgagor fails to perform any of its obligations under this Security Instrument or any other Loan Document, or any action or proceeding is commenced that purports to affect the Mortgaged Property, Mortgagee's security, rights or interests under this Security Instrument or any Loan Document (including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of environmental laws, fraudulent conveyance or reorganizations or proceedings involving a debtor or decedent), Mortgagee may, at its option, make such appearances, disburse or pay such sums and take such actions, whether before or after an Event of Default or whether directly or to any receiver for the Mortgaged Property, as Mortgagee reasonably deems



necessary to perform such obligations of Mortgagor and to protect the Mortgaged Property or Mortgagee's security, rights or interests in the Mortgaged Property or the Loan, including:

- (a) paying fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants;
- (b) entering upon the Mortgaged Property to make repairs or secure the Mortgaged Property;
- (c) obtaining (or force-placing) the insurance required by the Loan Documents; and
- (d) paying any amounts required under any of the Loan Documents that Mortgagor has failed to pay.

Any amounts so disbursed or paid by Mortgagee shall be added to, and become part of, the principal balance of the Obligations, be immediately due and payable and bear interest at the Default Interest Rate from the date of disbursement until fully paid. The provisions of this Section 4 shall not be deemed to obligate or require Mortgagee to incur any expense or take any action.

**5. Default; Acceleration; Remedies.**

(a) If an Event of Default has occurred and is continuing, Mortgagee, at its option, may declare the Obligations to be immediately due and payable without further demand, and may either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (1) to enforce payment of the Loan; (2) to foreclose this Security Instrument judicially or non-judicially by the power of sale granted herein; (3) to enforce or exercise any right under any Loan Document; and (4) to pursue any one (1) or more other remedies provided in this Security Instrument or in any other Loan Document or otherwise afforded by applicable law. Each right and remedy provided in this Security Instrument or any other Loan Document is distinct from all other rights or remedies under this Security Instrument or any other Loan Document or otherwise afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order.

(b) Mortgagor acknowledges that the power of sale granted in this Security Instrument may be exercised or directed by Mortgagee without prior judicial hearing. In the event Mortgagee invokes the power of sale:

(1) Mortgagee shall mail a copy of a notice of sale to Mortgagor in the manner provided in Section 8. Whether or not possession of the Mortgaged Property is taken, Mortgagee may sell the Mortgaged Property or any part thereof pursuant to the power of sale which is hereby given to Mortgagee, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the Mortgaged Property to be sold is located, either in person or by auctioneer, after first giving notice by



publication once a week for three (3) successive weeks of the time, place and terms of such sale, together with a description of the property to be sold, in some newspaper published in said county. If there is property to be sold in more than one (1) county, publication shall be made in all counties where the land to be sold is located, but if no newspaper is published in any such county, 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 in the notice for the exercise of the power of sale hereunder. Mortgagee may postpone sale of all or any part of the Mortgaged Property by public announcement at the time and place of any previously scheduled sale and by re-publication in the same manner provided above of notice announcing the new sale date. Mortgagee may bid at any sale held under this Security Instrument and may purchase the Mortgaged Property, or any part thereof, if Mortgagee is the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money;

(2) except as set forth above, Mortgagee shall have the authority to determine the terms of the sale, subject to applicable law. Mortgagor hereby waives any requirements of a separate sale, and all or any part of the Mortgaged Property may be offered for sale, at one (1) or more sales, in lots or in parcels or "in masse" and in such order as Mortgagee may determine;

(3) Mortgagee or any Person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed or such other appropriate conveyance document to the Mortgaged Property so purchased conveying the Mortgaged Property so sold without any covenant or warranty, express or implied, and shall deliver the same to said purchaser within a reasonable time after the sale. The recitals in such deed or document shall be prima facie evidence of the truth of the statements made in those recitals; and

(4) the outstanding principal amount of the Loan and the other Obligations, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. If the Mortgaged Property is sold for an amount less than the amount outstanding under the Obligations, the deficiency shall be determined by the purchase price at the sale or sales. Mortgagor waives all rights, claims, and defenses with respect to Mortgagee's ability to obtain a deficiency judgment.

(c) Mortgagor acknowledges and agrees that the proceeds of any sale shall be applied in accordance with Section 10.3 of the Credit Agreement, unless otherwise required by applicable law.

(d) In connection with the exercise of Mortgagee's rights and remedies under this Security Instrument and any other Loan Document, there shall be allowed and included as Obligations: (1) all expenditures and expenses authorized by applicable law and all other expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for

reasonable legal fees, appraisal fees, outlays for documentary and expert evidence, stenographic charges and publication costs; (2) all expenses of any environmental site assessments, environmental audits, environmental remediation costs, appraisals, surveys, engineering studies, wetlands delineations, flood plain studies, and any other similar testing or investigation deemed necessary or advisable by Mortgagee incurred in preparation for, contemplation of or in connection with the exercise of Mortgagee's rights and remedies under the Loan Documents; and (3) costs (which may be reasonably estimated as to items to be expended in connection with the exercise of Mortgagee's rights and remedies under the Loan Documents) of procuring all abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute any suit or to evidence the true conditions of the title to or the value of the Mortgaged Property to bidders at any sale which may be held in connection with the exercise of Mortgagee's rights and remedies under the Loan Documents. All expenditures and expenses of the nature mentioned in this Section 5, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property and rents and income therefrom and the maintenance of the lien of this Security Instrument, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Security Instrument, the Notes, the other Loan Documents, or the Mortgaged Property, including bankruptcy proceedings, any Foreclosure Event, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Obligations and shall be immediately due and payable by Mortgagor, with interest thereon at the Default Interest Rate until paid.

(e) Any action taken by Mortgagee pursuant to the provisions of this Section 5 shall comply with the laws of the Property Jurisdiction. Such applicable laws shall take precedence over the provisions of this Section 5, but shall not invalidate or render unenforceable any other provision of any Loan Document that can be construed in a manner consistent with any applicable law. If any provision of this Security Instrument shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession), or a receiver appointed pursuant to the provisions of this Security Instrument any powers, rights or remedies prior to, upon, during the continuance of or following an Event of Default that are more limited than the powers, rights, or remedies that would otherwise be vested in such party under any applicable law in the absence of said provision, such party shall be vested with the powers, rights, and remedies granted in such applicable law to the full extent permitted by law.

#### **6. Waiver of Statute of Limitations and Marshaling.**

Mortgagor hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Security Instrument or to any action brought to enforce any Loan Document. Notwithstanding the existence of any other security interests in the Mortgaged Property held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided in this Security Instrument and/or any other Loan Document or by applicable law. Mortgagee shall have the right to determine the order in which any or all portions of the Obligations are satisfied from the proceeds realized upon the exercise of such remedies. Mortgagor, for itself and all who



may claim by, through or under it, and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this Security Instrument, waives any and all right to require the marshaling of assets or to require that any of the Mortgaged Property be sold in the inverse order of alienation or that any of the Mortgaged Property be sold in parcels (at the same time or different times) in connection with the exercise of any of the remedies provided in this Security Instrument or any other Loan Document, or afforded by applicable law.

**7. Waiver of Redemption; Rights of Tenants.**

(a) Mortgagor hereby covenants and agrees that it will not at any time apply for, insist upon, plead, avail itself, or in any manner claim or take any advantage of, any appraisement, stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter enacted or in force in order to prevent or hinder the enforcement or foreclosure of this Security Instrument. Without limiting the foregoing:

(1) Mortgagor, for itself and all Persons who may claim by, through or under Mortgagor, hereby expressly waives any so-called "Moratorium Law" and any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Security Instrument, it being the intent hereof that any and all such "Moratorium Laws", and all rights of reinstatement and redemption of Mortgagor and of all other Persons claiming by, through or under Mortgagor are and shall be deemed to be hereby waived to the fullest extent permitted by the laws of the Property Jurisdiction;

(2) Mortgagor shall not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to Mortgagee but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

(3) if Mortgagor is a trust or business entity, Mortgagor represents that the provisions of this Section 7 (including the waiver of reinstatement and redemption rights) were made at the express direction of Mortgagor's beneficiaries and the Persons having the power of direction over Mortgagor, and are made on behalf of the trust estate of Mortgagor and all beneficiaries of Mortgagor, as well as all other Persons mentioned above.

(b) Mortgagee shall have the right to foreclose subject to the rights of any tenant or tenants of the Mortgaged Property having an interest in the Mortgaged Property prior to that of Mortgagee. The failure to join any such tenant or tenants of the Mortgaged Property as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the Obligations, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Mortgaged Property, any statute or rule of law at any time existing to the contrary notwithstanding.



**8. Notice.**

(a) All notices under this Security Instrument shall be:

(1) in writing, and shall be delivered in accordance with the terms of the Credit Agreement;

(2) addressed to the intended recipient at its respective address set forth on Page 1 of this Security Instrument; and

(3) deemed given in accordance with the terms of the Credit Agreement.

(b) Any party to this Security Instrument may change the address to which notices intended for it are to be directed by means of notice given to the other party in accordance with this Section 8.

(c) Any required notice under this Security Instrument which does not specify how notices are to be given shall be given in accordance with this Section 8.

**9. Mortgagee-in-Possession.**

Mortgagor acknowledges and agrees that the exercise by Mortgagee of any of the rights conferred in this Security Instrument shall not be construed to make Mortgagee a mortgagee-in-possession of the Mortgaged Property so long as Mortgagee has not itself entered into actual possession of the Land and Improvements.

**10. Release.**

Upon payment in full of the Obligations, Mortgagee shall cause the release of this Security Instrument and Mortgagor shall pay Mortgagee's costs incurred in connection with such release. Furthermore, partial releases of this Security Instrument shall be available in accordance with the terms of the Credit Agreement.

**11. Special Provisions.**

In the event of any inconsistencies between the terms and conditions of this Section 11 and the other terms and conditions of this Security Instrument, the terms and conditions of this Section 11 shall control and be binding.

(a) Mortgagor waives all rights of exemption as to personal property. If Mortgagor is an individual, Mortgagor represents and warrants to Mortgagee that the Mortgaged Property is not the homestead of Mortgagor or Mortgagor's spouse.

(b) This Security Instrument secures future advances, provided nothing contained herein will obligate Mortgagee to make any advances to or otherwise extend credit to or for the benefit of Mortgagor or any other Person, except to the extent provided in the Credit Agreement.

The terms and conditions under which any advances to or other extensions of credit to or for the benefit of Mortgagor or any other Person may be made by Mortgagee are set forth in the Credit Agreement; and those terms and conditions may permit the maximum amount available under some or all of the obligations to be borrowed and repaid by full or partial payments and from time to time re-borrowed, repaid and re-borrowed (i.e., decrease or increase from time to time). No written instrument or notation will be required to evidence or secure any future advances and obligations hereunder.

(c) All future advances and other future obligations of Mortgagor to Mortgagee are secured by this Security instrument as if made on the date of this Security Instrument.

(d) This Security Instrument secures future advances to be used for construction of Improvements on the Land pursuant to the Credit Agreement. Accordingly, this Security Instrument is a "construction mortgage" as defined in the UCC of the Property Jurisdiction.

## **12. Governing Law; Consent to Jurisdiction.**

This Security Instrument shall be governed by the laws of the Property Jurisdiction. Mortgagor consents to the jurisdiction of any federal or state court within the State of Texas (provided, however, that any actions taken with respect to a foreclosure of the Mortgaged Property may be brought in a state or federal court of competent jurisdiction in the Property Jurisdiction) and also consents to service of process by any means authorized by Texas law, the law of the Property Jurisdiction or United States federal law.

## **13. Miscellaneous Provisions.**

(a) This Security Instrument shall bind, and the rights granted by this Security Instrument shall benefit, the successors and assigns of Mortgagee. This Security Instrument shall bind, and the obligations granted by this Security Instrument shall inure to, any permitted successors and assigns of Mortgagor under the Credit Agreement. If more than one (1) person or entity signs this Security Instrument as Mortgagor, the obligations of such persons and entities shall be joint and several. The relationship between Mortgagee and Mortgagor shall be solely that of creditor and debtor, respectively, and nothing contained in this Security Instrument shall create any other relationship between Mortgagee and Mortgagor. No creditor of any party to this Security Instrument and no other person shall be a third party beneficiary of this Security Instrument or any other Loan Document.

(b) The invalidity or unenforceability of any provision of this Security Instrument or any other Loan Document shall not affect the validity or enforceability of any other provision of this Security Instrument or of any other Loan Document, all of which shall remain in full force and effect. This Security Instrument contains the complete and entire agreement among the parties as to the matters covered, rights granted and the obligations assumed in this Security Instrument. This Security Instrument may not be amended or modified except by written agreement signed by the parties hereto.

(c) The following rules of construction shall apply to this Security Instrument:

(1) The captions and headings of the sections of this Security Instrument are for convenience only and shall be disregarded in construing this Security Instrument.

(2) Any reference in this Security Instrument to an "Exhibit" or "Schedule" or a "Section" or an "Article" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit or schedule attached to this Security Instrument or to a Section or Article of this Security Instrument.

(3) Any reference in this Security Instrument to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.

(4) Use of the singular in this Security Instrument includes the plural and use of the plural includes the singular.

(5) As used in this Security Instrument, the term "including" means "including, but not limited to" or "including, without limitation," and is for example only, and not a limitation.

(6) Unless otherwise provided in this Security Instrument, if Mortgagee's approval, designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such approval, designation, determination, selection, estimate, action or decision shall be made in Mortgagee's sole and absolute discretion.

(7) All references in this Security Instrument to a separate instrument or agreement shall include such instrument or agreement as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(8) "Mortgagee may" shall mean at Mortgagee's discretion, but shall not be an obligation.

**14. Time is of the Essence.**

Mortgagor agrees that, with respect to each and every obligation and covenant contained in this Security Instrument and the other Loan Documents, time is of the essence.

**15. Subrogation.**

If any of the proceeds of the Loan are used to extinguish, extend, or renew any previous indebtedness against the Mortgaged Property, then Mortgagee, to the extent of such funds so used, shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Mortgaged Property previously held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather continue in full



force and effect in favor of Mortgagee and shall merge with the lien and security interest created herein as cumulative security for the performance and discharge of the Obligations.

**16. Wholly-Owned Subsidiary.**

Mortgagor is a wholly-owned subsidiary of Borrower. The proceeds of the Loan provide a direct benefit to Mortgagor. Mortgagor is jointly and severally liable for the full payment and performance of the Obligations as a primary obligor. Mortgagor is executing this Security Instrument and the Credit Agreement as an inducement for Mortgagee to make the Loan. Mortgagor acknowledges that Mortgagee would not have made the proceeds of the Loan available but for Mortgagor's execution of this Security Instrument. Mortgagor hereby waives any right to require Mortgagee to proceed against Borrower, or any other Person, or to proceed against or exhaust any other security held by Mortgagee at any time, or to pursue any other remedy in Mortgagee's power, before exercising any right or remedy under this Security Instrument.

**17. WAIVER OF TRIAL BY JURY.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF MORTGAGOR AND MORTGAGEE (BY ITS ACCEPTANCE HEREOF) (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS SECURITY INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS MORTGAGOR AND MORTGAGEE THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH OF MORTGAGOR AND MORTGAGEE, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.**

**18. Amendment and Restatement.**

This Security Instrument amends, restates and supersedes the Prior Mortgages, all of which have been assigned to Mortgagee, by various assignors, pursuant to one or more assignment instruments, dated of even date herewith. Neither this Security Instrument nor the Notes extinguishes the indebtedness secured by the Prior Mortgages or discharges or releases or in any way adversely affects the lien or lien priorities of the Prior Mortgages. It is the parties' intent that (i) this Security Instrument shall have the same lien priority as the Prior Mortgages, and (ii) this Security Instrument shall be superior to the interest of any third-party acquired in the Mortgaged Property following the recording of the Prior Mortgages.

**[The remainder of this page is intentionally left blank. The signature page follows.]**

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19/30

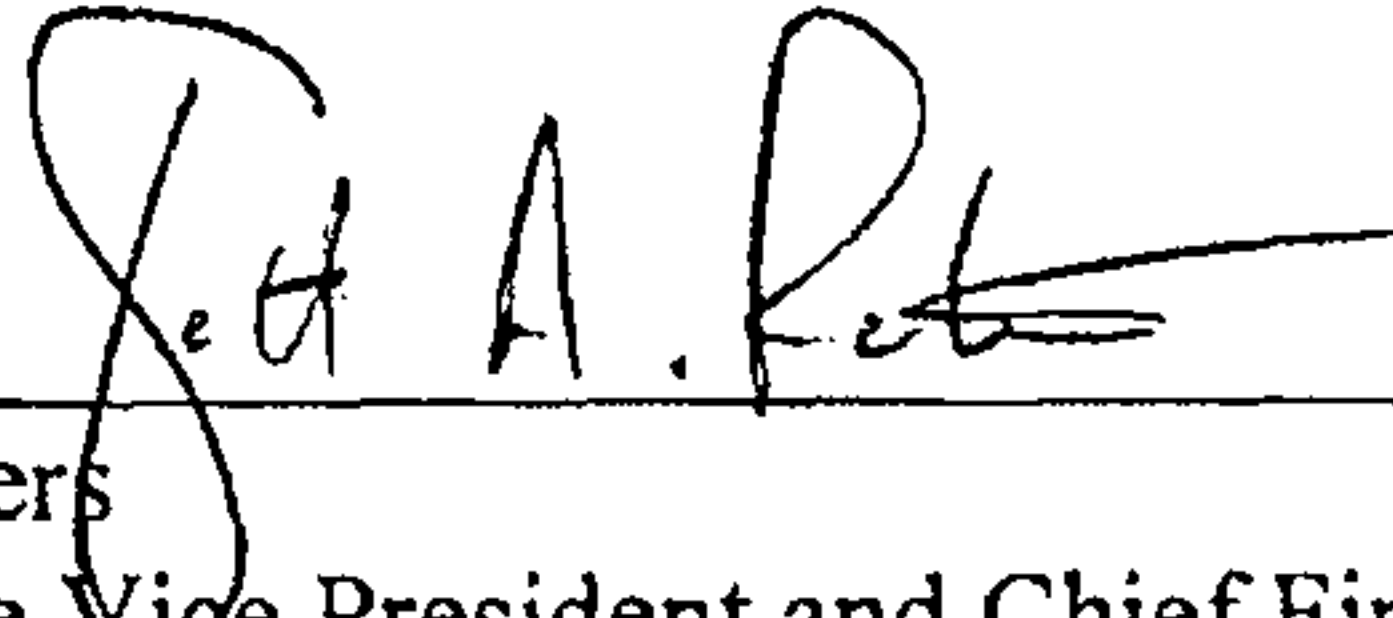
20210421000199470 04/21/2021 03:42:38 PM MORT 19/29

IN WITNESS WHEREOF, Mortgagor has signed and delivered this Security Instrument under seal (where applicable) to be effective as of the date first set forth above.

**MORTGAGOR:**

**BIRMINGHAM LD, LLC,**  
an Alabama limited liability company, and  
**RAUSCH COLEMAN HOMES BIRMINGHAM, LLC,**  
an Alabama limited liability company

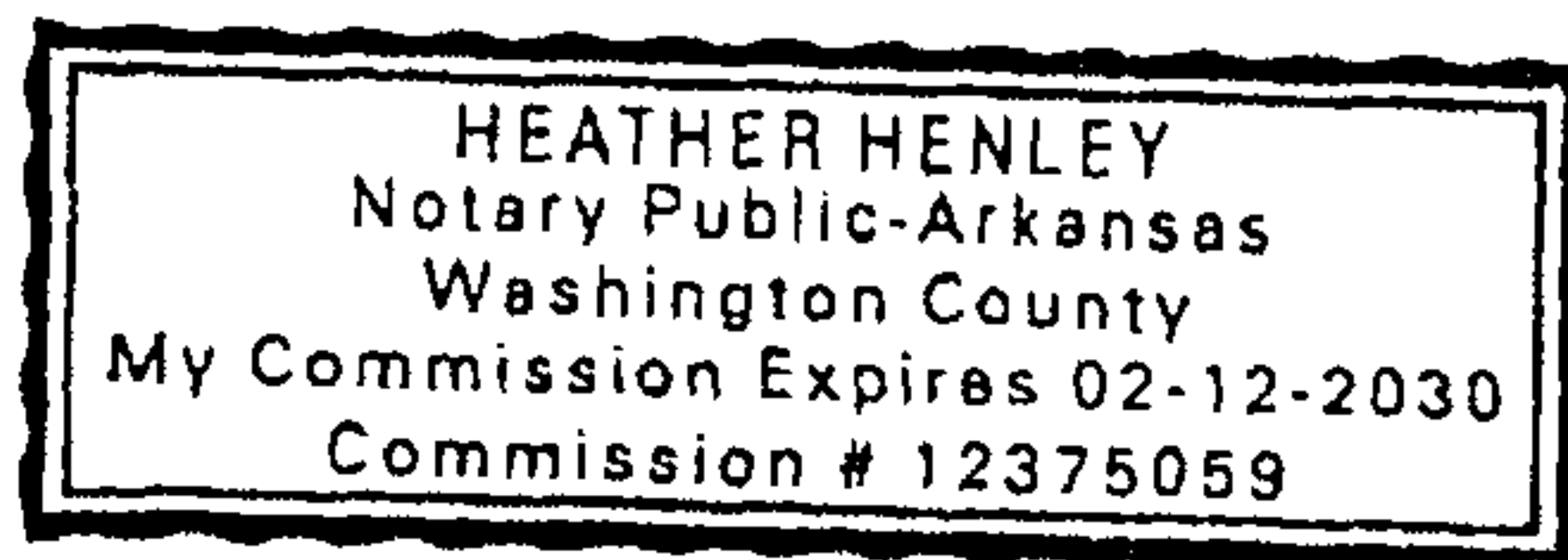
By: Rausch Coleman Companies, LLC,  
an Arkansas limited liability company,  
the sole Member of each entity

By:  (SEAL)  
Name: Scott Peters  
Title: Executive Vice President and Chief Financial Officer

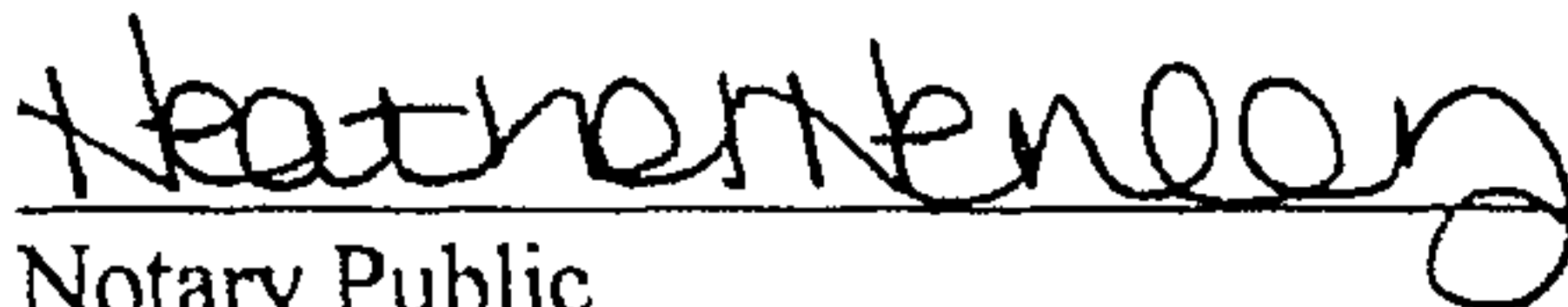
STATE OF ARKANSAS )  
 )  
COUNTY OF Washington )

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Scott Peters, Executive Vice President and Chief Financial Officer of Rausch Coleman Companies, LLC, an Arkansas limited liability company, the sole Member of each of **BIRMINGHAM LD, LLC**, an Alabama limited liability company, and **RAUSCH COLEMAN HOMES BIRMINGHAM, LLC**, an Alabama limited liability company, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he as such 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 the 9<sup>th</sup> day of April, 2021.



Affix Seal

  
Notary Public

My Commission Expires: 2-12-2030

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20/30**

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**EXHIBIT A**

**DESCRIPTION OF THE LAND**

[The legal description of the Land follows this cover page.]



**EXHIBIT A**

**PARCEL 1 BROOKHAVEN (St. Clair County)**

**Parcel 1-A**

Lots 6-18, 6-19, 6-20, 6-21, 6-22, 6-23, 6-24, 6-25, 6-26, 6-27, 6-28, 6-29, 6-30, 6-32, 6-33, 6-34, 6-35, 6-36, 6-39, 6-40, 6-41, 6-42, 6-46, 6-48, 6-49, 6-50, 6-51, 6-54, 6-55, 6-56, 6-85, 6-86, 6-87, 6-88, 6-89 and 6-90, according to the Amended Final Plat No 2 for The Commons at Brookhaven Subdivision as recorded in Plat Book 2020, page 17, in the Probate Office of St. Clair County, Alabama.

**Parcel 1-B**

Lots 963A, 964A, 965A, 966A, 967A, 968A, 969A, 970A, 971A, 1017, 1018, 1005A, 1006A 1007A, 1008A, 1009A AND 1010A, according to A Re-Survey of Lots 959 Thru 1010 of Brookhaven Phase Nine Lots 956 Thru 999 Brookhaven Phase Ten Lots 1000 Thru 1059, recorded in Plat Book 2016, page 17, in the Probate Office of St. Clair County, Alabama.

**Parcel 1-C**

Lots 402, 403 and 404, according to the Survey of Lakeside at Brookhaven Phase 4, as recorded in Plat Book 2020, Page 33, in the Probate Office of St. Clair County, Alabama.

**Parcel 1-D**

Lots 6-60, 6-61, 6-62, 6-63, 6-64, 6-66, 6-68, 6-72, 6-73, 6-76, 6-77, 6-78, 6-80, 6-81 and 6-84, according to the Amended Final Plat No 2 for The Commons At Brookhaven Subdivision, as recorded in Plat Book 2020, page 17, in the Probate Office of St. Clair County, Alabama.

**PARCEL 2 CAMDEN (Shelby County)**

**Parcel 2-A**

Commence at a 1" crimp top pipe in place being the Southeast corner of the Southwest one-fourth of the Southeast one-fourth of Section 17, Township 22 South, Range 2 West, Shelby County, Alabama; thence proceed North 88° 05' 41" West along the South boundary of said quarter-quarter section and along the South boundary of said Section 17 for a distance of 556.10 feet to a 5/8" rebar in place; thence proceed North 88° 10' 20" West along the South boundary of said quarter-quarter section and along the South boundary of said Section 17 for a distance of 379.59 feet to the point of beginning. From this beginning point proceed North 01° 08' 28" East for a distance of 649.79 feet; thence proceed North 88° 51' 32" West for a distance of 130.00 feet; thence proceed North 01° 08' 28" East for a distance of 207.64 feet; thence proceed North 88° 51' 32" West for a distance of 16.85 feet; thence proceed North 01° 08' 28" East for a distance of 170.00 feet; thence proceed North 88° 51' 32" West for a distance of 280.07 feet; thence proceed North 84° 21' 29" West for a distance of 115.44 feet; thence proceed North 48° 01' 42" West for a distance of 493.56 feet; thence proceed North 86° 59' 34" West for a distance of 50.00 feet; thence proceed South 03° 00' 26" West for a distance of 3.55 feet; thence proceed North 86° 59' 34" West for a distance of 120.00 feet; thence proceed South 03° 00' 26" West for a distance of 65.00 feet; thence proceed South 01° 25' 55" West for a distance of 30.86 feet; thence proceed South 03° 42' 38" East for a distance of 30.86 feet; thence proceed South 08° 58' 23" East for a distance of 27.93 feet; thence proceed South 13° 47' 22" East for a distance of 33.38 feet; thence proceed South 19° 27' 50" East for a distance of 30.66 feet; thence proceed South 24° 42' 33" East for a distance of 30.66 feet; thence proceed South 29° 57' 16" East for a distance of 30.66 feet; thence proceed South 35° 12' 00" East for a distance of 30.66 feet; thence proceed South 40° 26' 58" East for a distance of 29.23 feet; thence proceed South 45° 27' 16" East for a distance of 32.18 feet; thence proceed South 48° 01' 42" East for a distance of 455.00 feet; thence proceed South 83° 46' 08" East for a distance of 73.50 feet; thence proceed South 07° 57' 03" West for a distance of 162.51 feet; thence proceed North 79° 05' 46" West for a distance of 17.0 feet; thence proceed South 13° 51' 26" West for a distance of 170.00 feet; thence proceed South 83° 52' 11" East for a distance of 97.97 feet; thence proceed South 01° 48' 53" West for a distance of 42.14 feet; thence proceed South 42° 31' 57" West for a distance of 45.04 feet; thence

proceed North 88° 11' 07" West for a distance of 188.90 feet; thence proceed South 01° 48' 53" West for a distance of 120.00 feet; thence proceed North 88° 11' 07" West for a distance of 28.65 feet; thence proceed South 01° 48' 53" West for a distance of 184.12 feet to a point on the South boundary of the Southeast one-fourth of the Southwest one-fourth of said Section 17; thence proceed South 88° 10' 20" East along the South boundary of said quarter-quarter section and along the South boundary of said Section 17 for a distance of 780.51 feet to the point of beginning.

Parcel 2-B

A parcel of land located in the Southeast one-fourth of the Southwest one-fourth, Northeast one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Southeast one-fourth of Section 17, and the Northwest one-fourth of the Northeast one-fourth of Section 20, Township 22 South, Range 2 West, Shelby County, Alabama.

Commence at a 1" crimp top pipe in place being the Southeast corner of the Southwest one-fourth of the Southeast one-fourth of Section 17, Township 22 South, Range 2 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 02° 32' 07" East for a distance of 144.86 feet; thence proceed North 74° 52' 32" West for a distance of 17.05 feet; thence proceed South 19° 05' 11" West for a distance of 46.29 feet; thence proceed South 27° 00' 37" West for a distance of 46.29 feet; thence proceed South 34° 56' 03" West for a distance of 46.29 feet; thence proceed South 42° 51' 29" West for a distance of 46.29 feet; thence proceed North 43° 10' 48" West for a distance of 170.0 feet to a point on the curvature of a concave curve right having a delta angle of 11° 45' 30" and a radius of 165.0 feet; thence proceed Southwesterly along the curvature of said curve for a chord bearing and distance of South 52° 41' 57" West, 33.80 feet to the P. T. of said curve; thence proceed South 58° 34' 42" West for a distance of 66.77 feet to the P. C. of a concave curve right having a delta angle of 90° and a radius of 25.0 feet; thence proceed Northwesterly along the curvature of said curve for a chord bearing and distance of North 76° 25' 18" West, 35.36 feet to the P. T. of said curve; thence proceed North 31° 25' 18" West for a distance of 36.29 feet to the P. C. of a concave curve right having a delta angle of 11° 19' 04" and a radius of 165.0 feet; thence proceed Northwesterly along the curvature of said curve for a chord bearing and distance of North 25° 45' 47" West, 32.54 feet to the P. T. of said curve; thence proceed North 80° 40' 06" East for a distance of 117.09 feet; thence proceed North 09° 19' 54" West for a distance of 260.67 feet; thence proceed North 03° 19' 27" West for a distance of 78.84 feet; thence proceed South 73° 27' 00" West for a distance of 12.38 feet; thence proceed North 19° 46' 08" West for a distance of 264.78 feet; thence proceed North 14° 22' 27" West for a distance of 30.76 feet; thence proceed North 09° 24' 31" West for a distance of 30.76 feet; thence proceed North 04° 24' 59" West for a distance of 31.08 feet; thence proceed North 01° 00' 49" East for a distance of 226.08 feet; thence proceed South 88° 51' 32" East for a distance of 25.0 feet; thence proceed North 01° 08' 28" East for a distance of 120.0 feet; thence proceed South 88° 04' 26" East for a distance of 36.73 feet; thence proceed North 02° 17' 53" East for a distance of 170.54 feet; proceed North 88° 51' 32" West for a distance of 717.02 feet; thence proceed North 88° 51' 32" West for a distance of 280.07 feet; thence proceed North 84° 21' 29" West for a distance of 115.44 feet; thence proceed North 48° 01' 42" West for a distance of 493.56 feet; thence proceed North 86° 59' 34" West for a distance of 50.00 feet; thence proceed South 03° 00' 26" West for a distance of 3.55 feet; thence proceed North 86° 59' 34" West for a distance of 120.00 feet; thence proceed South 03° 00' 26" West for a distance of 65.00 feet; thence proceed South 01° 25' 55" West for a distance of 30.86 feet; thence proceed South 03° 42' 38" East for a distance of 30.86 feet; thence proceed South 08° 58' 23" East for a distance of 27.93 feet; thence proceed South 13° 47' 22" East for a distance of 33.38 feet; thence proceed South 19° 27' 50" East for a distance of 30.66 feet; thence proceed South 24° 42' 33" East for a distance of 30.66 feet; thence proceed South 29° 57' 16" East for a distance of 30.66 feet; thence proceed South 35° 12' 00" East for a distance of 30.66 feet; thence proceed South 40° 26' 58" East for a distance of 29.23 feet; thence proceed South 45° 27' 16" East for a distance of 32.18 feet; thence proceed South 48° 01' 42" East for a distance of 455.00 feet; thence proceed South 83° 46' 08" East for a distance of 73.50 feet; thence proceed South 07° 57' 03" West for a distance of 162.51 feet; thence proceed North 79° 05' 46" West for a distance of 17.0 feet; thence proceed South 13° 51' 26" West for a distance of 170.00 feet; thence proceed South 83° 52' 11" East for a distance of 97.97 feet; thence proceed South 01° 48' 53" West for a distance of 42.14 feet; thence proceed South 42° 31' 57" West for a distance of 45.04 feet; thence proceed North 88° 11' 07" West for a distance of 188.90 feet; thence proceed South 01° 48' 53" West for a distance of 120.00 feet; thence proceed North 88° 11' 07" West for a distance of 28.65 feet; thence proceed South 01° 48' 53" West for a distance of 184.12 feet to a point on the South boundary of the Southeast one-fourth of the Southwest one-



fourth of said Section 17; thence proceed North 88° 10' 20" West along the South boundary of the Southeast one-fourth of the Southwest one-fourth and along the South boundary of said Section 17 for a distance of 930.21 feet; thence proceed North 03° 02' 55" East for a distance of 2654.62 feet to a ½" open top pipe in place; thence proceed South 88° 41' 32" East for a distance of 268.27 feet to a 1 ½" open top pipe in place being located on the Easterly boundary of a 100 foot wide Alabama Power Company easement; thence proceed South 88° 40' 06" East for a distance of 1038.91 feet to a ½" rebar in place; thence proceed South 02° 23' 34" West for a distance of 1351.76 feet to a capped rebar in place (CARR); thence proceed South 88° 51' 16" East for a distance of 1312.98 feet (set ½" rebar CA-0114-LS); thence proceed South 02° 32' 53" West for a distance of 1330.25 feet to the point of beginning.

Parcel 2-C

Lots, 1, 2, 3, 5, 6, 7, 8, 10, 11, 21, 22, 23, 24, 26, 27, 29, 30, 31, 32, 54, 60, 61, 63, 64, 67, 125 and 126, according to the Final Plat of Camden Park, Phase One, Sector One, as recorded in MapBook 53, pages 65 A & B in the Probate Office of Shelby County, Alabama.

PARCEL 3 FOX HOLLOW (St. Clair County)

Parcel 3-A

Commence at the 5/8" rebar in place at the Northeast corner of the Northwest ¼ of the Southeast ¼ Section 35 Township 16 South Range 3 East St. Clair County, Alabama; Said point being the POINT OF BEGINNING:

From this point of beginning, proceed South 0° 27' 05" West for a distance of 993.24' feet to a set 1/2" capped rebar; thence proceed North 89° 32' 55" West for a distance of 755.27' feet to a point; thence proceed North 54° 13' 29" West for a distance of 391.29' feet to a point; thence proceed North 41° 17' 48" West for a distance of 337.57' feet to a point; thence proceed North 0° 47' 45" East for a distance of 483.59' feet to a 1/2" rebar in place at the Southeast corner of the Southeast ¼ of the Northwest ¼ Section 35 Township 16 South Range 3 East St., Clair County, Alabama; thence proceed North 89° 03' 31" East for a distance of 103.97' feet to a point; thence proceed North 89° 03' 23" East for a distance of 1192.79' feet to the POINT OF BEGINNING of the parcel.

Parcel 3-B

Lot 427, according to the Final Plat of Fox Hollow Phase Four Sector One, recorded in Plat Book 2005, page 89, in the Probate Office of St. Clair County, Alabama.

Parcel 3-C

Lots 77, 78, 79, 80, 81, 82 and 83, according to the Final Plat of Fox Hollow Phase 4 Sector 2, recorded in Plat Book 2019, page 19, in the Probate Office of St. Clair County, Alabama.

Parcel 3-D

Lots 114, 115 and 116, according to Final Plat Fox Hollow Phase 4 Sector 3, as recorded in Plat Book 2021, pages 12 and 13, and ratified by Plat Book 2021, page 18, in the Probate Office of St. Clair County, Alabama.

PARCEL 4 [Intentionally omitted.]

PARCEL 5 [Intentionally omitted.]

PARCEL 6 [Intentionally omitted.]



PARCEL 7 TUCKER FARMS (St. Clair County)

Parcel 7-A

A parcel of land located in the Southwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 16 South, Range 2 East, St. Clair County, Alabama.

Commence at the Southwest corner of Section 2, Township 16 South, Range 2 East St. Clair County, Alabama; thence proceed North along the West boundary of said Section for a distance of 1185.38 feet to a 1/2" rebar in place said point being the point of beginning. From this beginning point proceed North 01°05'58" East along the West boundary of said Section 2 for a distance of 49.72 feet to a 1" pipe in place; thence proceed North 00°22'53" East along the West boundary of said Section 2 for a distance of 862.79 feet to a 1" pipe in place; thence proceed North 00°30'55" East along the West boundary of said Section 2 for a distance of 563.73 feet (set 1/2" rebar CA-0114-LS) said point being located on the Southerly right-of-way of Crocker Road; thence proceed South 89°59'17" East along the Southerly right-of-way of said Crocker Road for a distance of 655.65 feet; thence proceed South 00°09'37" West for a distance of 652.79 feet to a 6" round concrete monument in place; thence proceed South 89°29'58" East for a distance of 659.92 feet to a point on the Westerly right-of-way of Alabama Highway 174; thence proceed South 00°34'21" West along the Westerly right-of-way Alabama Highway 174 for a distance of 825.76 feet (Set 1/2" rebar CA-0114-LS) to its point of intersection with the Northerly right-of-way of said Cottage Lane; thence proceed North 89°30'56" West along the Northerly right of way of said Cottage Lane for a distance of 716.31 feet thence proceed North 89°47'38" West for a distance of 600.95 feet to the point of beginning.

LESS AND EXCEPT:

TUCKER FARMS PHASE 2

A parcel of land located in the Southwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 16 South, Range 2 East, St. Clair County, Alabama.

Commence at the Southwest corner of Section 2, Township 16 South, Range 2 East, St. Clair County, Alabama; thence proceed North along the West boundary of said Section 2 for a distance of 1185.38 feet to a 1/2" rebar in place, said point being the point of beginning. From this beginning point proceed North 01° 05' 58" East along the West boundary of said Section 2 for a distance of 49.72 feet to a 1" pipe in place; thence proceed North 00° 28' 00" East along the West boundary of said Section 2 for a distance of 418.24 feet; thence proceed South 89° 32' 36" East for a distance of 177.31 feet to the P. C. of a concave curve left having a delta angle of 25° 13' 45" and a radius of 25.0 feet; thence proceed Northwesterly along the curvature of said curve for a chord bearing and distance of North 12° 09' 31" West, 10.92 feet to the P. T. of said curve; thence proceed North 00° 27' 24" East for a distance of 100.02 feet; thence proceed South 89° 29' 58" East for a distance of 278.92 feet; thence proceed North 00° 30' 02" East for a distance of 125.0 feet; thence proceed North 12° 50' 31" West for a distance of 51.53 feet to the P. C. of a concave curve left having a delta angle of 84° 00' 26" and a radius of 25.0 feet; thence proceed Northeasterly along the curvature of said curve for a chord bearing and distance of North 42° 25' 27" East, 33.46 feet to the P. T. of said curve; thence proceed North 00° 25' 14" East for a distance of 99.51 feet; thence proceed South 89° 47' 20" East for a distance of 50.0 feet; thence proceed South 89° 34' 46" East for a distance of 144.53 feet to a 6" round concrete monument in place; thence proceed South 89° 30' 22" East for a distance of 329.92 feet to a 6" round concrete monument in place; thence proceed South 89° 28' 33" East for a distance of 89.87 feet; thence proceed South 00° 30' 02" West for a distance of 125.0 feet; thence proceed South 16° 49' 41" West for a distance of 52.10 feet; thence proceed South 89° 29' 58" East for a distance of 44.17 feet to the P. C. of a concave curve right having a delta angle of 90° 28' 40" and a radius of 25.0 feet; thence proceed Southeasterly along the curvature of said curve for a chord bearing and distance of South 44° 15' 39" East, 35.50 feet to the P. T. of said curve; thence proceed South 00° 58' 41" West for a distance of 99.80 feet; thence proceed North 89° 29' 58" West for a distance of 588.33 feet; thence proceed South 00° 30' 02" West for a distance of 285.0 feet; thence proceed North 89° 29' 58" West for a distance of 368.32 feet; thence proceed South 02° 53' 38" East for a distance of 133.34 feet; thence proceed North 89° 43' 40" West for a distance of 554.89 feet; thence proceed South 00° 29' 04" West for a distance of 110.0 feet; thence proceed North 89° 30' 56" West for a distance of 137.06 feet (set 1/2" rebar CA-0114-LS); thence proceed North 89° 47' 38" West for a distance of

600.95 feet to the point of beginning.

Parcel 7-B

Appurtenant easement rights as set forth in Grant of Access Easement and Amendment of Declaration by H&K Land, LLC, an Alabama limited liability company, in favor and for the benefit of Birmingham LD, LLC, an Alabama limited liability company, as recorded in Deed Book 2020, page 6577, in the Probate Office of St. Clair County, Alabama.

Parcel 7-C

TUCKER FARMS PHASE 2

A parcel of land located in the West 1/2 of the Southwest 1/4 of Section 2, Township 16 South, Range 2 East, St. Clair County, Alabama.

Commence at the Southwest corner of Section 2, Township 16 South, Range 2 East, St. Clair County, Alabama; thence proceed North along the West boundary of said Section 2 for a distance of 1185.38 feet to a ½" rebar in place, said point being the point of beginning. From this beginning point proceed North 01° 05' 58" East along the West boundary of said Section 2 for a distance of 49.72 feet to a 1" pipe in place; thence proceed North 00° 28' 00" East along the West boundary of said Section 2 for a distance of 418.24 feet; thence proceed South 89° 32' 36" East for a distance of 177.31 feet to the P. C. of a concave curve left having a delta angle of 25° 13' 45" and a radius of 25.0 feet; thence proceed Northwesterly along the curvature of said curve for a chord bearing and distance of North 12° 09' 31" West, 10.92 feet to the P.T. of said curve; thence proceed North 00° 27' 24" East for a distance of 100.02 feet; thence proceed South 89° 29' 58" East for a distance of 278.92 feet; thence proceed North 00° 30' 02" East for a distance of 125.0 feet; thence proceed North 12° 50' 31" West for a distance of 51.53 feet to the P. C. of a concave curve left having a delta angle of 84° 00' 26" and a radius of 25.0 feet; thence proceed Northeasterly along the curvature of said curve for a chord bearing and distance of North 42° 25' 27" East, 33.46 feet to the P. T. of said curve; thence proceed North 00° 25' 14" East for a distance of 99.51 feet; thence proceed South 89° 47' 20" East for a distance of 50.0 feet; thence proceed South 89° 34' 46" East for a distance of 144.53 feet to a 6" round concrete monument in place; thence proceed South 89° 30' 22" East for a distance of 329.92 feet to a 6" round concrete monument in place; thence proceed South 89° 28' 33" East for a distance of 89.87 feet; thence proceed South 00° 30' 02" West for a distance of 125.0 feet; thence proceed South 16° 49' 41" West for a distance of 52.10 feet; thence proceed South 89° 29' 58" East for a distance of 44.17 feet to the P. C. of a concave curve right having a delta angle of 90° 28' 40" and a radius of 25.0 feet; thence proceed Southeasterly along the curvature of said curve for a chord bearing and distance of South 44° 15' 39" East, 35.50 feet to the P. T. of said curve; thence proceed South 00° 58' 41" West for a distance of 99.80 feet; thence proceed North 89° 29' 58" West for a distance of 588.33 feet; thence proceed South 00° 30' 02" West for a distance of 285.0 feet; thence proceed North 89° 29' 58" West for a distance of 368.32 feet; thence proceed South 02° 53' 38" East for a distance of 133.34 feet; thence proceed North 89° 43' 40" West for a distance of 554.89 feet; thence proceed South 00° 29' 04" West for a distance of 110.0 feet; thence proceed North 89° 30' 56" West for a distance of 137.06 feet (set ½" rebar CA-0114-LS); thence proceed North 89° 47' 38" West for a distance of 600.95 feet to the point of beginning.

PARCEL 8 MAXWELL LOOP / LEDGES (Tuscaloosa County)

A parcel of land lying partly in the NW 1/4 of the NE 1/4, and partly in the NE 1/4 of the NW 1/4, all in Section 27, T22S, R10W, Tuscaloosa County, Alabama.

Beginning at a rebar at the southwest corner of Lot 45, according to the map of Quail Ridge Phase Three as recorded in Plat Book 2019 at Pages 93 and 94 in the Probate Office of Tuscaloosa County, Alabama; thence run N 86°37'44" W for 545.02 feet to an iron pipe; thence run N 86°38'50" W for 1439.34 feet to a capped rebar; thence run N 3°19'06" E for 120.02 feet to a capped rebar; thence run N 86°48'11" W for 10.10 feet to a capped rebar; thence run N 3°18'20" E for 1141.19 feet to a set capped rebar on the south right-of-way of Maxwell Loop Road; thence run S 86°34'55" E for 290.04 feet along said south right-of-way to a capped rebar; thence run S 3°24'34" W for 629.48 feet to a capped rebar; thence run S 86°33'43" E for 555.25 feet to a capped rebar; thence run S 86°32'20" E for 368.26 feet to a capped rebar; thence run N 3°24'25" E for 629.93 feet to a



set capped rebar on said south right-of-way; thence run S 86°43'02" E for 299.72 feet along said south right-of-way to a set capped rebar; thence run S 3°16'58" W for 210.00 feet to a set capped rebar; thence run S 86°43'02" E for 519.41 feet to a set capped rebar; thence run N 3°16'58" E for 210.00 feet to a set capped rebar on said south right-of-way; thence run S 86°43'02" E for 290.49 feet along said south right-of-way to a capped rebar; thence run S 0°05'21" E for 748.21 feet to a capped rebar; thence run N 86°41'15" W for 403.07 feet to a capped rebar; thence run S 0°02'25" E for 515.07 feet to the Point of Beginning.

LESS AND EXCEPT:

A parcel of land lying in the NW 1/4 of the NE 1/4 of Section 27, T22S, R10W, Tuscaloosa County, Alabama.

Commencing at a rebar at the southwest corner of Lot 45, according to the map of Quail Ridge Phase Three as recorded in Plat Book 2019 at Pages 93 and 94 in the Probate Office of Tuscaloosa County, Alabama; thence run N 86°37'44" W for 545.02 feet to an iron pipe; thence run N 86°38'50" W for 1439.34 feet to a capped rebar; thence run N 3°19'06" E for 120.02 feet to a capped rebar; thence run N 86°48'11" W for 10.10 feet to a capped rebar; thence run N 3°18'20" E for 1141.19 feet to a set capped rebar on the south right-of-way of Maxwell Loop Road; thence run S 86°34'55" E for 290.04 feet along said south right-of-way to a capped rebar; thence run S 3°24'34" W for 629.48 feet to a capped rebar; thence run S 86°33'43" E for 555.25 feet to a capped rebar; thence run S 86°32'20" E for 368.26 feet to a capped rebar; thence run N 3°24'25" E for 629.93 feet to a set capped rebar on said south right-of-way; thence run S 86°43'02" E for 509.72 feet to the Point of Beginning; thence continue S 86°43'02" E for 309.41 feet along said south right-of-way to a set capped rebar; thence run S 3°16'58" W for 210.00 feet to a set capped rebar; thence run N 86°43'02" W for 309.41 feet to a set capped rebar; thence run N 3°16'58" E for 210.00 feet to the Point of Beginning.

PARCEL 9 WATERBURY (Tuscaloosa County)

A parcel of land lying partly in the North 1/2 of the Southeast 1/4 of Section 31 and partly in the Northwest 1/4 of the Southwest 1/4 of Section 32, all in Township 24 North, Range 5 East, Tuscaloosa County, Alabama, more particularly described as:

Beginning at an iron pipe at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 24 North, Range 5 East, Tuscaloosa County, Alabama; thence run North 89°43'40" East for 1330.74 feet along the North line of said Northeast 1/4 of the Southeast 1/4 to a set capped rebar at the Northeast corner of said Northeast 1/4 of the Southeast 1/4; thence run South 37°14'23" East for 16.03 feet to a capped rebar; thence run South 49°35'02" West for 549.79 feet to a capped rebar; thence run South 49°31'57" West for 327.13 feet to a capped rebar; thence run South 40°20'20" East for 100.15 feet to a capped rebar on the North right-of-way of Waterbury Lane; thence run South 48°54'11" West for 18.74 feet along said North right-of-way to a capped rebar; thence run in a Westerly direction along said North right-of-way, being the arc of a curve to the right, having a radius of 25.00 feet, an arc length of 29.66 feet, and a chord bearing and distance of South 83°07'56" West, 27.95 feet to a capped rebar on the North right-of-way of Waterbury Drive; thence run North 65°48'23" West for 27.54 feet along said North right-of-way to a capped rebar; thence run North 19°53'44" East for 23.94 feet to a capped rebar; thence run North 71°09'27" West for 91.81 feet to a capped rebar; thence run South 18°32'46" West for 23.79 feet to a capped rebar on said North right-of-way of Waterbury Drive; thence run North 71°22'20" West for 4.73 feet along said North right-of-way to a capped rebar; thence run North 18°34'59" East for 177.65 feet to a set capped rebar; thence run South 79°37'22" West for 40.01 feet to a capped rebar; thence run North 89°37'12" West for 36.98 feet to a capped rebar; thence run North 87°46'53" West for 36.55 feet to a capped rebar; thence run North 87°46'49" West for 36.33 feet to a capped rebar; thence run South 85°34'10" West for 38.54 feet to a capped rebar; thence run South 77°15'35" West for 40.31 feet to a capped rebar; thence run South 18°29'58" West for 94.47 feet to a capped rebar; thence run South 3°54'21" West for 48.98 feet to a set capped rebar; thence run in a Westerly direction along the arc of a curve to the left, having a radius of 75.00 feet, an arc length of 23.69 feet and a chord bearing and distance of South 84°51'22" West, for 23.59 feet to a set capped rebar; thence in a Westerly direction along a reverse curve to the right, having a radius of 699.51 feet, an arc length of 174.48 feet, and a chord bearing and distance of South 82°57'15" West, 174.03 feet to a set capped rebar; thence run South 6°33'56" West for 151.36 feet to a set capped rebar; thence run North 71°24'10" West for 372.65 feet to a rebar; thence run North 8°59'31" West for 128.36 feet to a rebar; thence run North 52°48'02" East



for 136.70 feet to a set capped iron; thence run North 20°52'40" West for 116.76 feet to a concrete monument; thence run North 5°16'41" East for 150.67 feet to a concrete monument; thence run North 9°58'05" East for 72.10 feet to a concrete monument; thence run North 77°52'53" East for 70.96 feet to a capped rebar; thence run North 1°32'40" East for 74.31 feet to an iron pipe; thence run North 50°42'54" East for 58.60 feet to the Point of Beginning.

PARCEL 10 [Intentionally omitted.]

PARCEL 11 CHEROKEE BEND, PHASE THREE (Tuscaloosa County)

Lots 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 309, 310, 311, 312, 313, 314, 315, 316, 317, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356 and 357, according to the Survey of Cherokee Bend, Phase Three as recorded in Plat Book 2021, page 41 in the Probate Office of Tuscaloosa County, Alabama.

Source of Title Deed Book 2021, page 8675

**20210512000234740 05/12/2021 08:23:31 AM MORTCORR  
28/30**

**20210421000199470 04/21/2021 03:42:38 PM MORT 28/29**

**EXHIBIT B  
PRIOR MORTGAGES**

[A list of the Prior Mortgages follows this cover page.]

EXHIBIT B

Prior Mortgages

**Prior Mortgage Assigned by Metro Bank:**

	Title of Security Instrument	Name of Signer	Date of Recording	Recording Number	County, State
1.	Commercial Construction Real Estate Mortgage	Birmingham LD, LLC	June 19, 2020	2020 28818	St. Clair, AL

**Prior Mortgage Assigned by Simmons Bank:**

	Title of Security Instrument	Name of Signer	Date of Recording	Recording Number	County, State
2.	Future Advance Mortgage, Security Agreement and Fixture Filing	Birmingham LD, LLC	September 28, 2020	2020 85267	Tuscaloosa, AL

**Prior Mortgages Assigned by Flagstar Bank, FSB:**

	Title of Security Instrument	Name of Signer	Date of Recording	Recording Number	County, State
3.	Mortgage, Assignment of Rents, Security Agreement and Fixture Filing	Birmingham LD, LLC	December 29, 2020	20201229000595010	Shelby, AL
4.	Purchase Money Mortgage, Assignment of Rents, Security Agreement and Fixture Filing	Birmingham LD, LLC	February 2, 2021	20210202000053330	Shelby, AL

**Prior Mortgages Assigned by Texas Capital Bank:**

**St. Clair County, ALABAMA**

	Title of Security Instrument	Subdivision	Name of Signer	Date of Recording	Recording Number
5.	Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing	Tucker Farms Loan 16315 001	Birmingham LD, LLC	June 24, 2020	Book 2020 Page 29637
6.	Amended and Restated Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing	Tucker Farms Loan 16315 001	Birmingham LD, LLC	April 9, 2021	Book 2021 Page 25337
7.	Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing	Fox Hollow Phase 4	Rausch Coleman Homes Birmingham, LLC	April 7, 2021	Book 2021 Page 24802



8.	Corrective Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing	Fox Hollow Phase 4	Rausch Coleman Homes Birmingham, LLC	April 22, 2021	Book 2021 Page 28232
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**Tuscaloosa County, ALABAMA**

	Title of Security Instrument	Subdivision	Name of Signer	Date of Recording	Recording Number
9.	Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing	Loan 16809 001	Birmingham LD, LLC	Dec. 12, 2020	Book 2020 Page 112405
10.	Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing		Rausch Coleman Homes Birmingham, LLC	April 14, 2021	Book 2021 Page 38302



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
05/12/2021 08:23:31 AM  
\$111.00 CHERRY  
20210512000234740

*Alicia S. Boyd*