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This document was prepared by:  
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**THIS INSTRUMENT IS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT WHICH IS BEING FILED AS AND SHALL CONSTITUTE A MORTGAGE AND A FIXTURE FILING IN ACCORDANCE WITH ALABAMA CODE SECTION 7-9-502(C) AND SHOULD BE CROSS-INDEXED IN THE INDEX OF FIXTURE FILINGS. DEBTOR IS THE RECORD OWNER OF THE PROPERTY DESCRIBED HEREIN. THE NAMES OF THE DEBTOR ("MORTGAGOR" HEREIN) AND THE SECURED PARTY ("MORTGAGEE" HEREIN) ARE SET FORTH BELOW.**

**THE MAXIMUM INDEBTEDNESS SECURED HEREBY FOR ALABAMA RECORDING TAX PURPOSES IS TWO MILLION EIGHT HUNDRED THOUSAND AND 0/100 DOLLARS (\$2,800,000.00).**

**MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING**

**THIS MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING** (this "Mortgage") is executed and delivered **June 4, 2021**, and made effective as of **June 4, 2021** by **CPLP XX (MONTEVALLO) LLC**, a Delaware limited liability company, and **CPLPXX (MONTGOMERY) LLC**, a Delaware limited liability company, each having an address of 1233 Main Street, Suite 1500, Wheeling, West Virginia 26003 (hereinafter collectively referred to as "Mortgagor"), in favor of **AMERISERV FINANCIAL BANK**, a financial institution organized and existing under the laws of the Commonwealth of Pennsylvania, having an address at 216 Franklin Street, Johnstown, Pennsylvania 15907 (hereinafter referred to as "Mortgagee").

This Mortgage secures obligations up to a maximum amount of indebtedness outstanding at any time of **TWO MILLION EIGHT HUNDRED THOUSAND AND 00/100THS DOLLARS (\$2,800,000.00)** plus accrued and unpaid interest, advances for the payment of taxes and municipal assessments, maintenance charges, insurance premiums, costs incurred for the protection of the Mortgaged Property (as hereinafter defined) or the lien of this Mortgage, expenses incurred by Mortgagee by reason of default by Mortgagor under this Mortgage and advances for construction, alteration or renovation of the Mortgaged Property, together with all other sums due hereunder or secured hereby.

**WITNESSETH:**

WHEREAS, the Mortgagor is or will simultaneously herewith become the fee simple owner of all of those certain tracts or parcels of land located in the Counties of Shelby and Montgomery in the State of Alabama described in **Exhibit "A,"** attached hereto and made a part hereof, together with the improvements now or hereafter erected thereon (the **"Premises"**); and

WHEREAS, Mortgagee has simultaneously herewith made a certain commercial term loan to Mortgagor and Century Properties XX Limited Partnership, an Alabama limited partnership (collectively, **"Borrower"**), in the amount of **TWO MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,800,000.00)** (the **"Loan"**), pursuant to that certain Loan Agreement (the **"Loan Agreement"**) dated as of even date hereof and made by and between Borrower and Mortgagee; and

WHEREAS, capitalized terms used herein as defined terms which are not otherwise defined herein but which are defined in the Loan Agreement shall have the same meanings herein as are ascribed to them in the Loan Agreement; and

WHEREAS, the Borrower's obligation to repay the Loan is evidenced by a certain Term Loan Note in the amount of **TWO MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,800,000.00)** dated as of even date hereof and made by Borrower in favor of Mortgagee (the **"Note"**); and

WHEREAS, this Mortgage secures the payments of principal, interest, and any other sums provided for in the Note.

NOW THEREFORE, for the purpose of securing the payment and performance of the following obligations (collectively, **"Secured Obligations"**):

(i) all indebtedness, together with all interest thereon, evidenced by the Note, together with any renewals, modifications, and extensions thereof, the provisions of the foregoing document(s) being incorporated herein by this reference. (The foregoing document(s) together with the Loan Agreement, this Mortgage, and all other documents or instruments delivered in connection with or in support of the Secured Obligations are referred to herein collectively as the **"Loan Documents"** and each individually as a **"Loan Document"**);

(ii) any and all Obligations (as defined in the Loan Agreement);

(iii) any and all liabilities or obligations now existing or hereafter arising under any interest or currency swap, future, option or other interest rate protection or similar agreement;

(iv) any sums advanced by Mortgagee under this Mortgage or which may otherwise become due pursuant to the provisions of this Mortgage;



(v) all other obligations of Mortgagor to Mortgagee now existing or hereafter arising, whether or not pursuant to any other loan, line of credit, letter of credit or other extension of credit made by Mortgagee to or for the account of Mortgagor, or whether or not pursuant to any agreement, document or instrument at any time given to evidence, secure or otherwise support, or in connection with, any of the foregoing, including but not limited to any guaranty made by Mortgagor to Mortgagee of any loan or other extension of credit made by Mortgagee to any other person or entity, whether or not made prior or subsequent to the date of this Mortgage and whether or not currently contemplated or in any way related to any of the other Secured Obligations; provided, nevertheless, that this Mortgage shall not extend to or secure any obligation of Mortgagor which is defined as consumer credit under Regulation Z promulgated by the Board of Governors of the Federal Reserve System and which is not exempted from application thereof.

Mortgagor, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, grants, bargains, sells, conveys and mortgages to Mortgagee and agrees that Mortgagee shall have a security interest in and lien on the following described property, all accessions and additions thereto, all substitutions therefor, and replacements and proceeds thereof (collectively, "**Mortgaged Property**") now owned or held or hereafter acquired, to wit:

(i) all of Mortgagor's estate in the Premises together with all of the easements, rights and appurtenances thereunto belonging (collectively, "**Realty**"); and

(ii) all improvements, buildings, and structures of every kind and description now or hereafter erected upon the Realty (including all Equipment, as hereinafter defined, constituting fixtures) (collectively, "**Improvements**"); and

(iii) all goods, machinery, equipment of every kind and nature whatsoever owned by Mortgagor now or hereafter attached or located in or on the Realty or the Improvements, or used or usable in connection with the ownership, use, operation, occupancy, maintenance, repair or security of the Realty or Improvements (collectively, "**Equipment**"); and

(iv) all fixtures, goods, inventory, machinery, and equipment owned by Mortgagor, including but not limited to, fittings, furniture, appliances, apparatus, chattels, building materials, together with the renewals, replacements and substitutions thereof, additions and accessions thereto (collectively, the "**Fixtures**"), now or at any time hereafter affixed to or attached to or placed upon or used in any way in connection with the complete and comfortable use, enjoyment, or occupancy for operation and maintenance of the Realty or the Improvements, all of which now or hereafter so affixed, and all cash and noncash proceeds thereof; and

(v) all the right, title and interest of Mortgagor in and to all streets, roads and public places, opened or proposed, adjoining the Realty, and all easements and rights of way, public or private, now or hereafter used in connection with the Realty or the Improvements; and

(vi) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining

the Realty or the Improvements to the extent of the interest of Mortgagor therein, now or hereafter acquired; and

(vii) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any and all sidewalks and alleys, adjacent to or used in connection with the Realty or the Improvements; and

(viii) all leases and other agreements now or hereafter in existence relating to the use, occupancy or possession of the Realty, Improvements, Equipment, or Fixtures, or any part thereof, and all right, title and interest of Mortgagor thereunder, including cash and securities deposited thereunder, and the right to receive and collect the rents and other sums payable thereunder and all guaranties thereof (collectively, "**Leases**"); and

(ix) all revenues, income, rents, issues and profits of the Realty, Improvements, Equipment, Fixtures and Leases (collectively, "**Rents**"), including all proceeds of the conversion, voluntary or involuntary, of the Realty, Improvements, Equipment, and Fixtures, including proceeds of insurance and condemnation awards or payments in lieu thereof; and

(x) all right, title, and interest of Mortgagor in and to all contracts and agreements now or hereafter in existence providing for or relating to the construction, alteration, maintenance, repair, operation, occupancy, or management of the Realty, Improvements, Equipment, Fixtures, or any part thereof, as well as the plans and specifications therefor, and all copies thereof and, to the extent permitted by the relevant authorities, all licenses, permits and approvals for the ownership, construction, maintenance, operation, use and occupancy of the Realty, the Improvements, Equipment, Fixtures, or any part thereof; and

(xi) any and all awards, damages, payments, and other compensation and all claims therefor and rights thereto which may result from taking or injury by virtue of the exercise of the power of eminent domain of or to, or any damage, injury or destruction in any manner caused to, the Realty, the Improvements, or any part thereof, or from any change of grade or vacation of any street abutting thereon, all of which awards, damages, payments, compensation, claims and rights are hereby assigned, transferred and set over to Mortgagee to the fullest extent that Mortgagor may legally do so; and

(xii) all payments, proceeds, settlement or other compensation heretofore or hereafter made including any interest thereon, and the right to receive the same from any and all insurance policies covering the Realty, the Improvements, the Equipment, the Fixtures, or any portion thereof; and

(xiii) all proceeds of the conversion, voluntary or involuntary, of any or all of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards.

TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, its successors and assigns, to its own use forever in accordance with the provisions hereof.



**Article 1**  
**Representation and Warranties**

Mortgagor represents and warrants to Mortgagee as follows:

1.01 Warranty of Title. Mortgagor has or will simultaneously herewith acquire good and marketable title to an estate in fee simple absolute in the Realty and the Improvements, has all right, title and interest in all other property constituting a part of the Mortgaged Property, and Mortgagor will warrant and defend such title to such property against the claims of all persons or entities. This Mortgage constitutes a valid and enforceable first lien upon and security interest in the Mortgaged Property, in each case free and clear of all liens and encumbrances, except Permitted Liens.

1.02 No Litigation. There is no litigation or governmental investigation of any type pending or, to Mortgagor's knowledge, threatened which questions the capacity or authority of Mortgagor to fulfill its obligations under this Mortgage or the other Loan Documents or, if determined adversely, would reasonably be expected to materially and adversely affect the business or financial condition of Mortgagor, or Mortgagor's use, ownership, control or occupancy of any portion of the Mortgaged Property.

1.03 No Conflicts. The execution, delivery and performance of this Mortgage and the other Loan Documents do not, to Mortgagor's knowledge, conflict with any statute, regulation, rule or ordinance, or any judgment or order of any court or governmental authority applicable to Mortgagor that is currently in effect, and do not conflict with or constitute a material default under any agreement or other document by which Mortgagor or the Mortgaged Property is bound.

1.04 Licenses and Permits. To Mortgagor's knowledge, all licenses, permits, consents and approvals reasonably necessary to occupy and operate the Mortgaged Property as now occupied and operated are in full force and effect, and the Mortgaged Property and the use thereof complies in all material respects with all Legal Requirements (as hereinafter defined).

1.05 Due Organization, Etc. Each party (other than individuals) to each of the Loan Documents is duly organized and validly existing under the laws of the jurisdiction of its formation and is duly authorized and qualified to do business in each jurisdiction wherein its activities require such authorization or qualification. Each of the Loan Documents has been duly executed and delivered by the parties thereto pursuant to all requisite power and authority. Each of the Loan Documents constitutes the legal, valid, and binding obligation of each of the parties thereto, enforceable in accordance with their respective terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, and the exercise of judicial discretion in accordance with general principles of equity, regardless of whether considered in a proceeding at law or in equity). Each party to each of the Loan Documents who is an individual is at least eighteen years of age and is under no legal disability or incapacity.

**Article 2**  
**Affirmative Covenants**

Until all of the Secured Obligations shall have been fully paid, satisfied and discharged:

2.01 Payment and Performance of Secured Obligations. All Secured Obligations shall be paid or performed when due as provided in the Loan Documents.

2.02 Legal Requirements. Mortgagor shall, in all material respects, comply with and conform to all present and future laws, statutes, codes, ordinances, orders, regulations and requirements, even if unforeseen or extraordinary, of every duly constituted governmental authority or agency and all covenants, restrictions and conditions which may be applicable to Mortgagor or to any of the Mortgaged Property or the use thereof (collectively, “**Legal Requirements**”).

2.03 Impositions. (a) Mortgagor will do, or will cause the Tenants under the Leases to do, the following, on or before such date on which any interest or penalties shall commence to accrue thereon, (i) pay, discharge and (at the time specified below), furnish to Mortgagee proper receipts for all general and special taxes, water and sewer rent charges and other license or permit fees, city taxes, transit taxes, levies and assessments of every kind and all charges for utilities and utility services, and which may have been or may hereafter be charged, assessed, levied, confirmed, imposed upon, or grow or become due and payable out of, or in respect to, or against, the Mortgaged Property, or any part thereof, or any appurtenance thereto, by any lawful authority or public utility, or which may become a lien thereon; (ii) pay all ground rents reserved from the Mortgaged Property, if any, and pay and discharge all mechanics’ liens which may be filed against the Mortgaged Property; (iii) pay and discharge any documentary stamp, intangible property taxes and recording charges or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable hereon; (iv) provide, renew and continuously maintain by paying or causing to be paid, the necessary premiums and charges thereon such policies of hazard and liability insurance, as are required by Section 4.01 hereof, upon the Improvements now or hereafter erected upon the Mortgaged Property; (v) pay all obligations secured by mortgages and other liens, all payments under any Leases, all water and sewer rents and charges; and (vi) pay all other charges and liens whether of a like or different nature, even if unforeseen or extraordinary, now or hereafter imposed upon or assessed against Mortgagor or any of the Mortgaged Property by any governmental authority, agency or body, or any other party. The obligations referred to in this section are hereinafter collectively referred to as the “**Impositions.**” Within thirty (30) days after the payment of any Imposition, Mortgagor shall deliver to Mortgagee evidence acceptable to Mortgagee of such payment. Mortgagor shall also deliver to Mortgagee, within ten (10) days of receipt thereof, copies of all settlements and notices pertaining to the Impositions which may be issued by any governmental authority.

(b) Following the occurrence of an Event of Default (as hereinafter defined), Mortgagee may pay or perform any Imposition and add the amount so paid or the cost incurred to the Secured Obligations, and all such amounts shall be due and payable on demand, together with interest thereon from the date of payment by Mortgagee until paid by Mortgagor at the Default Rate.



2.04 Maintenance and Impairment of Security. Mortgagor shall keep the Mortgaged Property in good condition, order and repair (subject to normal wear and tear) and will make, as and when reasonably necessary, all repairs and replacements, ordinary and extraordinary. Mortgagor shall not materially demolish or materially alter any portion of the Mortgaged Property without the Mortgagee's prior written approval, which approval shall not be unreasonably withheld or delayed, nor willfully commit or suffer material waste with respect thereto, nor permit the Mortgaged Property to become deserted or abandoned. Subject to the right of the tenants under the Leases, Mortgagor shall permit Mortgagee and its agents at reasonable times and on prior written notice, but not more than once every six (6) months, to enter upon and visit the Mortgaged Property for the purpose of inspecting and appraising the same. Mortgagor shall not intentionally take or permit any action with respect to the Mortgaged Property which will in any manner materially impair the security of this Mortgage.

(a) Common Areas, Traffic/Parking Areas. The Mortgagor will use its best efforts to maintain all recreation areas, common areas, parking areas, walkways and roadways on the Mortgaged Property in good repair and in safe condition and will maintain the foregoing and all elements of landscaping in a neat, clean and attractive condition. The Mortgagor will suffer no waste or stripping of the Realty and will affect no material alterations of the recreation areas, parking areas, walkways, roadways, or landscaping, without the Mortgagee's prior written approval, which approval shall not be unreasonably withheld or delayed.

(b) Fixtures: Personal Property. The fixtures and articles of personal property subject to this Mortgage shall be continuously located on the Realty. Damaged or obsolescent assets may be removed, however, upon replacement by other assets of like type and of equal or superior functional and decorative quality, but only to the extent such assets are still necessary for the operation of Mortgagor's business on the Mortgaged Property and only on condition that all replacement assets be subject to the lien of this Mortgage and to no other liens of any nature, except as may be otherwise specifically permitted herein.

(c) Inspections. Subject to the rights of any tenants under any Leases, all portions of the Mortgaged Property will be open to inspection by the Mortgagee's employees and agents at all reasonable times and after reasonable written notice. The Mortgagor will promptly notify the Mortgagee of any adverse change in the physical condition of any portion of the Mortgaged Property.

2.05 Use of Mortgaged Property. The Mortgaged Property shall be used only in a manner permitted under applicable Legal Requirements.

2.06 Performance of Leases. Mortgagor shall promptly (i) perform all of the provisions of the Leases on the part of the lessor thereunder to be performed, (ii) appear in and defend any action or proceeding in any manner connected with the Leases or the obligations of Mortgagor thereunder, and (iii) within ten (10) days after execution of any new Leases, deliver to Mortgagee a fully executed counterpart of each Lease, or a copy thereof.

**Article 3**  
**Negative Covenants**

Until all of the Secured Obligations shall have been fully paid, satisfied and discharged:

3.01 Leases. Mortgagor shall not (i) execute an assignment or pledge of the Rents or the Leases other than in favor of Mortgagee, or (ii) accept any prepayment of an installment of any Rents or other obligations due under any of the Leases prior to the due date of such installment. Mortgagor shall not enter into any new Leases affecting the Mortgaged Property subsequent to the date hereof or cause or permit any modification of any existing Leases in effect as of the date hereof which will decrease the amount of the installments of Rents or other obligations due under said Leases, without the prior written consent of Mortgagee.

3.02 Sale of Mortgaged Property, Etc. Mortgagor shall not sell, assign, give, mortgage, pledge, hypothecate, encumber, lease or otherwise transfer the Mortgaged Property or any part thereof or interest therein, voluntarily or involuntarily, without Mortgagee's prior written consent, which consent shall not be required if the Secured Obligations are paid in full prior to or simultaneously with such transfer.

3.03 Maintenance of Existence; Transfers of Interests. Mortgagor will not dissolve or liquidate, nor merge or consolidate with any other entity, nor permit any other entity to merge into it, nor amend, supplement or modify its articles of incorporation, bylaws, certificate of organization, operating agreement, partnership agreement or other document relating to its formation, structure or governance, as the case may be, without the prior written consent of Mortgagee. Mortgagor shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the state of its formation and its right to own property and transact business in each jurisdiction where any part of the Mortgaged Property is located.

3.04 Alterations. The Mortgagor will not remove any fixture with a value in excess of \$50,000.00 or materially demolish any structure on the Mortgaged Property without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld or delayed. All structures are to be maintained in a fully safe and sound condition, which shall be deemed to include, but is not limited to, timely and effective maintenance to prevent deterioration of the Mortgaged Property and prompt repair or replacement of all damaged, deteriorated and obsolescent portions of the Mortgaged Property.

3.05 Nonstructural Alterations. The Mortgagor will not make nor permit the making of any nonstructural alterations, will not install or permit to be installed equipment or accessions to equipment, the value of which is in excess of \$50,000.00, without the express prior written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed.

**Article 4**  
**Insurance, Condemnation and Restoration**

4.01 Insurance.



(a) Mortgagor will procure and maintain, or cause tenants under any Leases to procure and maintain, in full force and effect throughout the entire term of the Loan adequate policies of insurance against loss or damage to the Mortgaged Property from such hazards as Mortgagee may require, including without limitation:

(i) Casualty Loss Insurance. If applicable, policies of insurance against loss or damage by fire, lightning, windstorm, explosion, riot, riot attending a strike, civil commotion, damage from aircraft and vehicles, and smoke damages and loss or damage from such hazards as are presently included in so-called "extended coverage" and against vandalism and malicious mischief and against such other insurable hazards, including but not limited to flood (if required by Mortgagee), as, under good insurance practices, from time to time are insured against for improvements having similar functions and uses in the area where the Mortgaged Property is located. The amount of such insurance shall not be less than the greater of (i) 100% of the "Full Replacement Cost" of such buildings, structures, improvements and fixtures without deduction for depreciation; (ii) an amount sufficient to prevent Mortgagee and/or Mortgagor from becoming a co-insurer within the terms of the applicable policies; or (iii) the maximum principal amount of the loan. "Full Replacement Cost," as used herein, means the cost of replacing all such buildings, structures improvements and fixtures, exclusive of the cost of excavations, foundations and footings below the lowest basement floor. Such Full Replacement Cost shall be determined from time to time, but in any event not less often than once every 5 years, at the request of Mortgagee by an insurer or by an appraiser, engineer, architect or contractor designated by Mortgagor and approved in writing by Mortgagee and paid by Mortgagor. No omission on the part of Mortgagee to request any such determination shall relieve Mortgagor of any of obligations hereunder.

(ii) Liability Coverages. Policies of comprehensive general liability insurance on an occurrence basis against claims for bodily injury, including personal injury or death occurring upon or in the Mortgaged Property and on or in the streets adjoining the Mortgaged Property to afford protection to be limited to not less than \$1,000,000.00 single injury in the event of bodily injury, personal injury, or death of any number of persons or of damage to property arising out of one occurrence. Mortgagor and Mortgagee shall be named insureds under such policies, as their interests may appear.

(iii) Flood Insurance. If the Land or any part thereof is situate in an area designated by the Federal Emergency Management Agency (or any successor thereto) as an area of special flood hazard for purposes of the National Flood Insurance Program, such policies of flood insurance as Mortgagee shall request, so as to enable Mortgagee to be in compliance with all regulatory requirements with respect to flood insurance coverage for the Mortgaged Property from time to time applicable to this Mortgage.

(iv) [Intentionally Omitted.]

(v) Business Loss. A policy of insurance against loss of rent, business interruption, and loss of business due to any casualty or other insurable hazards, which coverage shall reimburse Mortgagor for inter alia, any monthly rents which Mortgagor shall receive under any leases.

(iv) Other Coverages. Such other insurance on the Mortgaged Property or on Mortgagor's business (including without limitation, workers' compensation insurance), or any replacements or substitutions therefor, or additions thereto, and in such amounts as may from time to time be reasonably required by Mortgagee against other insurance hazards or casualties which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the height and type of buildings and improvements, their construction, location, use and occupancy.

(b) All insurance shall be placed with companies having a Best's Financial Rating of "A" or better and a size class rating of XIV(14) or larger. All insurance policies obtained by Mortgagor shall include a New York Standard mortgagee clause or its equivalent in favor of and in form acceptable to Mortgagee, shall contain a replacement value endorsement, and shall provide for co-insurance only as Mortgagee may approve. Mortgagor will deliver to Mortgagee such policies or certificates of insurance therefor naming Mortgagee as mortgagee and first loss payee, evidencing that any act or omission of the Mortgagor will not invalidate the interest of Mortgagee under such policies. Said policies, and Mortgagor, shall provide at least thirty (30) days prior written notice to Mortgagee of any policy cancellation. All insurance policies shall name **"AmeriServ Financial Bank, its successors and/or assigns"** as Certificate Holder, Mortgagee/Loss Payee or Additional Insured, as appropriate.

(c) As of the date hereof, the Mortgagor will deliver an Accord 27 Certificate of Insurance evidencing all such policies to Mortgagee, and, not less than thirty (30) days after the date hereof copies of policies shall be delivered to Mortgagee. Not less than thirty (30) days prior to the expiration date of each such policy, Mortgagor will deliver to Mortgagee an Accord 27 Certificate evidencing a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee.

(d) Mortgagor shall promptly comply with and conform to (i) all provisions of each insurance policy, and (ii) all requirements of the insurers thereunder applicable to Mortgagor or any of the Mortgaged Property. Mortgagor shall not use or permit any party to use any of the Mortgaged Property in any manner which would permit the insurer to cancel any insurance policy.

(e) No separate insurance concurrent in form or contributing in the event of loss with the insurance required to be maintained under this section shall be maintained without the prior written consent of Mortgagee. Mortgagee acknowledges that the insurance required to be maintained under this Section 4.01 is being provided and shall be provided by tenants under the Leases and as long as such insurance is being so provided by said tenants, in form and amounts



satisfactory to the Mortgagee, the insurance obligations of Mortgagor under this Section 4.01 shall be deemed satisfied.

4.02 Rights of Mortgagee to Proceeds. In the event of loss, the cost of which is in excess of \$100,000, Mortgagee shall have the exclusive right to adjust, collect and compromise all insurance claims (otherwise, Mortgagor may adjust, collect and compromise the insurance claim). All such insurance proceeds shall be payable solely to Mortgagee, and Mortgagor hereby appoints Mortgagee as its attorney-in-fact to endorse any drafts therefor, and such proceeds shall be applied to the repair and restoration of any of the Mortgaged Property under such reasonable terms and conditions as Mortgagee may impose, and any excess proceeds may, at Mortgagee's sole option thereafter be applied to all or any part of the Secured Obligations and in any order (notwithstanding that such Secured Obligations may not then otherwise be due and payable). Notwithstanding the foregoing, if a loss should occur simultaneously with or subsequent to the occurrence of an Event of Default, then all insurance proceeds may, at Mortgagee's sole option, be applied to all or any part of the Secured Obligations and in any order (notwithstanding that such Secured Obligations may not then otherwise be due and payable) or to the repair and restoration of any of the Mortgaged Property under such terms and conditions as Mortgagee may impose. Mortgagee shall not be deemed to have elected any option under this Section until such option is elected specifically in writing. Until so elected, Mortgagee shall not in any circumstances be deemed to have waived its right to make any such option. The provisions of this Section 4.02 shall be subject to rights of tenants under the Leases and, in this regard, provided that no Event of Default exists, Mortgagee agrees to release insurance proceeds for the restoration of the Mortgaged Property in accordance with the Leases.

4.03 Risk of Loss. Risk of loss of, damage to, or destruction of the Mortgaged Property is and shall remain upon Mortgagor. If Mortgagor fails to effect and keep in force insurance covering the Mortgaged Property as required by Section 4.01, or fails to pay the premiums thereon when due, Mortgagee may do so for the account of Mortgagor and add the cost thereof to the Secured Obligations. Mortgagor hereby assigns and sets over to Mortgagee all moneys which may become payable on account of all insurance covering the Mortgaged Property including without limitation any return of unearned premiums which may be due upon cancellation of any such insurance, and directs the insurers to pay directly to Mortgagee any amount so due. Mortgagee, its officers, employees and authorized agents, are hereby irrevocably appointed as attorneys-in-fact of Mortgagor to endorse any draft or check which may be payable to Mortgagor in order to collect the proceeds of such insurance or any return of unearned premiums which Mortgagee is entitled to collect under this Article 4. The provisions of this Section 4.03 shall be subject to rights of tenants under the Leases.

4.04 Condemnation. Mortgagor, promptly upon obtaining actual knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of any of the Mortgaged Property, shall notify Mortgagee of the pendency of such proceedings. Any award or compensation for property taken or for damage to property not taken, whether as a result of such proceedings or in lieu thereof, is hereby assigned to and shall be received and collected directly by Mortgagee, and any award or compensation shall be applied to the repair and restoration of any of the Mortgaged Property under such reasonable terms and conditions as Mortgagee may impose, and any excess award or compensation may, at Mortgagee's sole option thereafter be applied to all

or any part of the Secured Obligations and in any order (notwithstanding that such Secured Obligations may not then otherwise be due and payable). Notwithstanding the foregoing, if such condemnation or taking should occur simultaneously with or subsequent to the occurrence of an Event of Default, then any such award or compensation may, at Mortgagee's sole option, be applied to all or any part of the Secured Obligations and in any order (notwithstanding that such Secured Obligations may not then otherwise be due and payable) or to the repair and restoration of any of the Mortgaged Property under such reasonable terms and conditions as Mortgagee may impose. Mortgagee shall not be deemed to have elected any option under this Section until such option is elected specifically in writing. Until so elected, Mortgagee shall not in any circumstances be deemed to have waived its right to make any such option. The provisions of this Section 4.04 shall be subject to rights of tenants under the Leases.

## Article 5 Default

5.01 Events of Default. The occurrence of any one or more of the following events shall constitute an "**Event of Default**" hereunder:

- (a) The occurrence of an Event of Default under, and as defined in, the Loan Agreement.
- (b) Any representation or warranty made by or on behalf of Mortgagor in this Mortgage or the other Loan Documents or in any certificate, financial statement or other document furnished to Mortgagee in connection with the Loan shall prove to have been false or misleading in any material respect when made.
- (c) The sale of the Mortgaged Property, in whole or in part, or the sale of substantially all of the Mortgagor's assets, or the dissolution, liquidation, merger, consolidation or reorganization of Mortgagor, without the express prior written consent of Mortgagee.
- (d) Breach or default in the due observance or performance of any covenant, condition or agreement contained in this Mortgage and such default shall continue beyond any applicable period of grace.
- (e) Failure to procure or maintain insurance on the Mortgaged Property pursuant to Article 4 of this Mortgage.
- (f) The institution of foreclosure proceedings against the Mortgaged Property upon any lien other than this Mortgage.
- (g) The nonpayment when due of any amount payable under the Note or of any amount when due under or on any of the Secured Obligations.

5.02 Reserved.



**Article 6**  
**Remedies**

6.01 Rights and Remedies of Mortgagee. If an Event of Default occurs, Mortgagee may, at its option and notwithstanding any contrary provisions in the Loan Documents, without demand, notice or delay, unless specified otherwise below, do one or more of the following:

(a) Mortgagee may, by prior written notice to Mortgagor, declare all liabilities and obligations of Mortgagor to Mortgagee, including those evidenced by the Note, immediately due and payable, and the same shall thereupon become immediately due and payable without further action on the part of Mortgagee.

(b) Mortgagee may (i) institute and maintain an action of mortgage foreclosure against the Mortgaged Property and the interests of Mortgagor therein, (ii) institute and maintain an action on any instruments evidencing the Secured Obligations or any portion thereof, (iii) collect the Rents by demand upon tenants or otherwise, (iv) take possession of the Mortgaged Property or any portion thereof, with or without legal action and by force, if necessary, and (v) take such other action at law or in equity for the enforcement of any of the Loan Documents as the law may allow, and in each such action Mortgagee shall be entitled to all costs of suit and attorneys' fees.

(c) Mortgagee may forthwith obtain appointment of a receiver by any court of competent jurisdiction without further notice to Mortgagor and without the necessity of proving either the inadequacy of the security or the insolvency of Mortgagor or any other person legally or equitably liable for payment of the Secured Obligations, which receiver shall, after such appointment, have the right and authority to enter upon and take possession of the Mortgaged Property, including all personal property owned by Mortgagor and used upon or in connection with the Mortgaged Property and all bank accounts containing funds associated with the Mortgaged Property, and to let the Mortgaged Property and receive all Rents, including accounts receivable, due or to become due, and apply the same after payment of all necessary charges and expenses, on account of the Secured Obligations or otherwise as the court may direct. Such Rents are, in the event of such default which shall not have been cured or in the event of such foreclosure action, hereby assigned to Mortgagee as additional security for the Secured Obligations together with all Leases and all other documents evidencing Rents, bank accounts and any and all deposits held as security under all Leases. At the option of Mortgagee, such entry and taking possession of the Mortgaged Property by the receiver shall be accomplished either by actual entry and possession or by notice to Mortgagor.

(d) Mortgagee may receive and collect all Rents. Mortgagor hereby irrevocably authorizes and directs each and every present and future tenant of any of the Mortgaged Property, without further inquiry, following the occurrence of an Event of Default to pay all Rents directly to Mortgagee immediately upon receipt of a demand by Mortgagee to make such payment. Mortgagor hereby waives any right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of Rents to Mortgagee, and any such payment or performance to Mortgagee shall discharge the obligations of the tenant to make such payment or performance to Mortgagor. Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless

from and against any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, which may be asserted against or incurred by Mortgagee by reason of any failure by Mortgagor to perform any obligations of Mortgagor under any Lease which existed prior to Mortgagee assuming possession of the Mortgaged Property. Mortgagee may apply the Rents received by Mortgagee to the payment of any one or more of the following, in such order and amounts as Mortgagee, in its sole discretion, may elect, whether or not the same shall be then due: the Secured Obligations, Impositions, claims, insurance premiums, other carrying charges, invoices of persons who at any time have supplied goods or services to or for the benefit of any of the Mortgaged Property, and all other costs and expenses of maintenance, repair, restoration, management, operation, ownership, use, leasing, occupancy, protection, security, alteration or improvement of any of the Mortgaged Property, and costs of enforcing Mortgagee's rights under the Loan Documents, including any foreclosure sale hereunder, and including all reasonable attorneys' fees and costs.

(e) Mortgagee personally, or by its agents or attorneys, may enter into and upon all or any part of the Mortgaged Property, and each and every part thereof, and may exclude Mortgagor, its agents and servants wholly therefrom without liability for trespass, damages or otherwise and Mortgagor agrees to surrender possession to Mortgagee on demand after the happening of any Event of Default; and having and holding the same, may use, operate, manage and control the Mortgaged Property and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, Mortgagee, at the expense of the Mortgagor, from time to time, either by purchase, repairs or construction, may maintain and restore the Mortgaged Property, whereof it shall become possessed as aforesaid; likewise, from time to time, at the expense of Mortgagor, Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as it may deem reasonably advisable; and in every such case Mortgagee shall have the right to manage and operate the Mortgaged Property and to carry on the business thereof and exercise all rights and powers of Mortgagor with respect thereto either in the name of Mortgagor or otherwise as it shall deem best; and in addition to Mortgagee's right to collect all earnings, revenues, rents, issues, profits and income prior to taking possession of the Mortgaged Property, Mortgagee shall continue to be entitled to collect and receive earnings, revenues, rents, issues, profits and income of the Mortgaged Property and every part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the services of Mortgagee and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, Mortgagor shall apply the moneys arising as aforesaid to the payment of the Secured Obligations.

(f) Mortgagee shall have such rights and remedies in respect of so much of the Mortgaged Property as may, under applicable law, be personal property, or any part thereof, as are provided by the Pennsylvania Uniform Commercial Code (the "UCC") and such other rights and remedies in respect thereof which it may have at law or in equity or under this Mortgage, including, without limitation, the right to take possession of the Mortgaged Property wherever located and to sell any portion thereof at public or private sale, without prior notice to Mortgagor, except as



otherwise required by law (and if notice is required by law, after ten (10) days' prior written notice), at such place or places and at such time or times and in such manner and upon such terms, whether for cash or on credit, as Mortgagee, in its sole discretion, may determine. Mortgagee shall apply the proceeds of any such sale to the payment of the monetary Obligations. Upon the occurrence of any Event of Default, Mortgagor, upon demand by Mortgagee, shall promptly assemble any equipment and fixtures included in the Mortgaged Property and make them available to Mortgagee at a place to be designated by Mortgagee which shall be reasonably convenient to Mortgagee and Mortgagor.

(g) Mortgagee may sell any of the Mortgaged Property not specifically designated as personal property, in such a manner as it deems appropriate and in accordance with any applicable law. Mortgagee shall apply the proceeds of any such sale to the payment of the Secured Obligations

6.02 Sale in Parcels or Units. Following the occurrence of an Event of Default, the Mortgaged Property may be sold by appropriate proceedings in one parcel or unit and as an entity, or in such parcels or units, and in such manner or order, as Mortgagee in its sole discretion may elect.

### **6.03 Reserved.**

6.04 Injunctive Relief. In the event of any breach or imminent breach by Mortgagor of any of the covenants, agreements, terms or conditions contained in this Mortgage, the Note, or any Loan Documents, Mortgagee shall be entitled to enjoin such breach or imminent breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though other remedies were not provided for in this Mortgage.

6.05 Remedies Cumulative, Etc. All remedies contained in this Mortgage are cumulative, and Mortgagee expressly reserves all other rights and remedies provided by law or in equity or in any of the other Loan Documents. No delay or failure by Mortgagee to exercise any right or remedy under this Mortgage will be construed to be a waiver of that right or remedy or a waiver of any Event of Default. Mortgagee may exercise any one or more of its rights and remedies without any obligation to Mortgagor or any third party to marshal its collateral.

## **Article 7** **[Intentionally Omitted.]**

## **Article 8** **Security Agreement and Fixture Filing**

8.01 Security Agreement; Fixture Filing. As additional security, Mortgagor, as debtor, hereby grants to Mortgagee, as secured party, a continuing security interest in the portion of the Mortgaged Property which is or may be subject to the provisions of the UCC which are applicable to secured transactions, and in any property as to which a security interest can be created or perfected, now existing or hereafter coming into existence, and all substitutions, replacements, renewals, and additions, to and all products and proceeds for the foregoing (collectively, the

**“Security Interest Property”**). This Mortgage is intended to be and shall be effective as a security agreement and “fixture filing” under the UCC, or other law applicable to the creation of liens on and security interests in personal property and fixtures. As further security for the payment and performance of the Secured Obligations, this Mortgage shall constitute a financing statement under the UCC with Mortgagor, as debtor, and Mortgagee, as secured party. To the extent permitted by law, Mortgagor hereby authorizes Mortgagee to file financing and continuation statements necessary to continue the lien of and security interest evidenced by this Mortgage with respect to the Security Interest Property (and confirms that Mortgagee is a person entitled to file a record, and that Mortgagor has authorized all such filings. Mortgagor shall execute, deliver, file and re-file any financing statements, continuation statement, or other security agreements Mortgagee may require from time to time to confirm the lien of this Mortgage with respect to the Security Interest Property. The principal place of business and mailing address of Mortgagor, as debtor, and Mortgagee, as secured party, respectively, are set forth above. Mortgagor’s location is Mortgagor’s state of formation/organization as set forth above. Information relative to the security interest created hereby may be obtained by application to Mortgagee.

## **Article 9**

### **Additional Rights and Obligations**

9.01 Installments for Insurance, Taxes and Other Charges. Without limiting the effect of any other provision of this Mortgage, Mortgagor shall, if requested by Mortgagee during the existence of an Event of Default (unless the tenant under any lease of the Mortgaged Property is paying the same directly without default), pay to Mortgagee on the first day of each month an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual Impositions and any other item which at any time may be or become a lien upon the Mortgaged Property (**“Escrow Charges”**); and on demand from time to time, Mortgagor shall pay to Mortgagee any additional sums necessary to pay when due all Escrow Charges. The amounts so paid shall be security for the Secured Obligations and shall be used in payment of the Escrow Charges so long as no Event of Default shall have occurred. No amount so paid to Mortgagee shall be deemed to be trust funds but may be commingled with general funds of Mortgagee, nor shall any sums paid bear interest. Upon the occurrence of an Event of Default, Mortgagee shall have the right, at its election, to apply any amount so held against the Secured Obligations due and payable in such order as Mortgagee may deem fit, and Mortgagor hereby grants to Mortgagee a lien upon and security interest in such amounts and in any accounts relating thereto for such purpose.

9.02 Mortgagee’s Right to Protect Security. Mortgagee is hereby authorized to do any one or more of the following irrespective of whether an Event of Default has occurred: (a) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee hereunder; (b) take such action as Mortgagee may reasonably determine to pay, perform or comply with any Impositions or Legal Requirements, to cure any Events of Default, and to protect its security in the Mortgaged Property, including the curing of any actual or potential defaults under any Leases, the recordation or filing of financing statements and other documents to further assure the enforceability or priority of Mortgagee’s liens and security interests, advance sums on behalf of Mortgagor to pay, perform or comply with any Imposition, Legal Requirement, lien, claims, costs and expenses in connection with the Mortgaged Property,



including payment for utilities, fuel or any other necessary maintenance expenses, fees, insurance and repairs; and (c) perform or cause to be performed at Mortgagor's sole expense such environmental testing and audits, including but not limited to taking samples for examination, as Mortgagee in its reasonable discretion deems necessary or desirable. All sums paid by or otherwise owing to Mortgagee under this section shall be paid by Mortgagor to Mortgagee on demand and until paid such sums shall be added to the principal secured hereby, shall be included as part of the Secured Obligations and shall bear interest at the Default Rate from the date of demand therefor.

9.03 Mortgagee's Costs and Expenses. In the event of an Event of Default or if Mortgagee shall become a party, either as plaintiff or defendant or otherwise, to any suit or legal proceeding affecting any of the Mortgaged Property or the Secured Obligations, or if review and approval of any document, or any other matter related to any of the Secured Obligations, is reasonably required by or requested of Mortgagee, Mortgagor shall pay to Mortgagee on demand its reasonable costs, expenses and reasonable attorneys' fees actually incurred in connection therewith. Such amounts shall be added to the principal secured hereby, shall be included as part of the Secured Obligations, and shall bear interest at the Default Rate (as such term is defined in the Note) from the date of demand therefor.

9.04 Waivers by Mortgagor. Mortgagor, to the extent permitted by law, hereby waives all errors and imperfections in any proceedings instituted by Mortgagee under any of the Loan Documents and all benefit of any present or future statute of limitation or repose, or moratorium law, or any other present or future law, regulation or judicial decision which (a) exempts any of the Mortgaged Property or any other property, real or personal, or any part of the proceeds arising from any sale thereof from attachment, levy or sale under execution, (b) provides for any stay of execution, marshaling of assets, exemption from civil process, redemption, extension of time for payment or valuation or appraisal of any of the Mortgaged Property, or (c) conflicts with any provision of any of the Loan Documents.

9.05 Payment of Fees. The Mortgagor will pay all filing, registration and recording fees, and all expenses incident to the preparation, execution, acknowledgment, filing and recording of this Mortgage, any financing statements, releases, continuation statements, and any instruments of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage and the other Loan Documents.

9.06 Further Assurances. Mortgagor agrees to execute such further documents and instruments as may reasonably be requested by Mortgagee for the purposes of further evidencing, carrying out and/or confirming this Mortgage and for all other purposes intended by this Mortgage.

9.07 Subordination to Leases. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part, (but not with respect to the priority of entitlement to insurance proceeds or any award in condemnation or with respect to any option to purchase) to any and all Leases, upon the execution by Mortgagee and recording of a unilateral declaration to that effect at any time hereafter in the appropriate public office in and for the county wherein the Realty is situate.

9.08 Subrogation. If the proceeds of any loan or other credit extended by Mortgagee, the repayment of which is hereby secured, is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Property or any part thereof, then Mortgagee shall be subrogated to any additional security held by the holder of such lien or encumbrance.

## **Article 10**

### **Miscellaneous Matters**

10.01 Notices. Any notice or communication required or permitted by this Mortgage shall be in writing and shall be delivered to the addresses of Mortgagor and Mortgagee set forth in the Loan Agreement for delivery of notices and in the manner for delivery of notices in the Loan Agreement, unless such address is changed by written notice hereunder. All notices and other communications shall be deemed effective at the times specified in the Loan Agreement with respect to the delivery of notices and the other communications.

10.02 Status of Parties. It is understood and agreed that the relationship of the parties is that of lender and borrower and that nothing herein shall be construed to constitute a partnership, joint venture or co-tenancy between Mortgagor and Mortgagee.

10.03 Severability. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein.

10.04 Successors and Assigns. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of the heirs, personal representatives, successors and assigns of Mortgagor and Mortgagee.

10.05 Time of Essence. Time is of the essence as to all of Mortgagor's obligations hereunder and under the other Loan Documents, and under any and all other documents relating in any manner to any of the Secured Obligations.

10.06 Section Headings. The section headings in this Mortgage are used only for convenience in finding the subject matters and are not part of this Mortgage or to be used in determining the intent of the parties or otherwise interpreting this Mortgage.

10.07 Performance by Mortgagee. Any act which Mortgagee is permitted to perform under the Loan Documents may be performed at any time and from time to time by Mortgagee or any person or entity designated by Mortgagee.

10.08 Governing Law. With respect to procedural matters related to the perfection and enforcement of Mortgagee's rights against the Mortgaged Property, this Mortgage will be governed by the laws of the State of Alabama. In all other respects, this Mortgage will be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions.



However, if there ever is a question about whether any provision of this Mortgage is valid and enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Mortgagee in the Commonwealth of Pennsylvania.

10.09 No Oral Modification. This Mortgage may be modified, amended, discharged or waived only by an agreement in writing, signed by all of the parties hereto.

10.10 Construction. Unless the context of this Mortgage otherwise clearly requires, references to the plural include the singular, the singular the plural, and the part the whole, and “or” has the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereunder,” and similar terms in this Mortgage refer to this Mortgage as a whole and not to any particular provision of this Mortgage.

10.11 Defeasance. If Mortgagor pays to Mortgagee in full the Secured Obligations, then this Mortgage shall become void.

10.12 Execution in Counterparts. This Mortgage may be executed in any number of counterparts and each such counterpart shall be deemed to constitute but one and the same instrument, any one of which shall be admissible to prove the terms hereof

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Mortgagor, intending to be legally bound hereby, has caused its duly authorized officer to execute and deliver this Open-End Mortgage, Security Agreement, and Fixture Filing the day and year first above written.

WITNESS/ATTEST:

CPLP XX (MONTEVALLO) LLC,  
a Delaware limited liability company


Linda M. Johnston

By:  (SEAL)  
John D. Aderholt, Vice President

WITNESS/ATTEST:

CPLP XX (MONTGOMERY) LLC,  
a Delaware limited liability company

Linda M. Johnston

By:  (SEAL)  
John D. Aderholt, Vice President



ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

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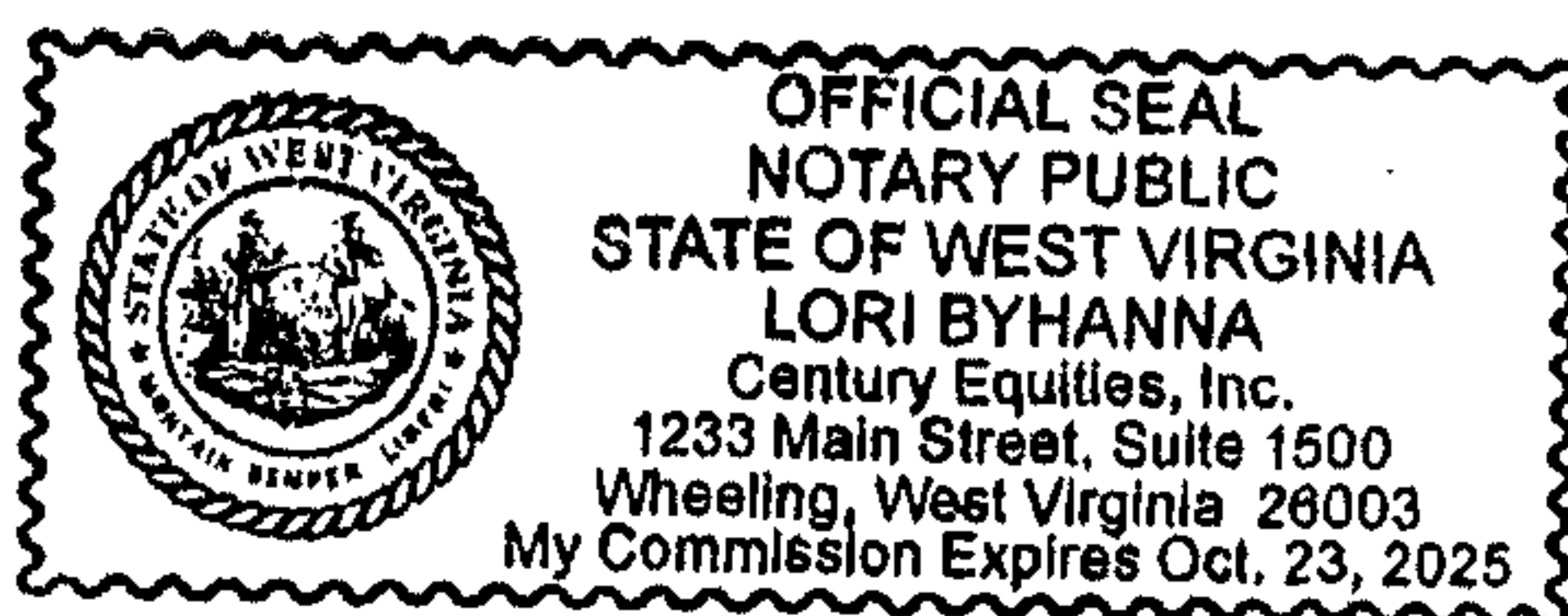
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SS:

COUNTY OF OHIO

)

This record was acknowledged before me on the 2nd day of June, 2021, by John D. Aderholt, as Vice President of **CPLP XX (MONTEVALLO) LLC**, a Delaware limited liability company.



Lori Byhanna  
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

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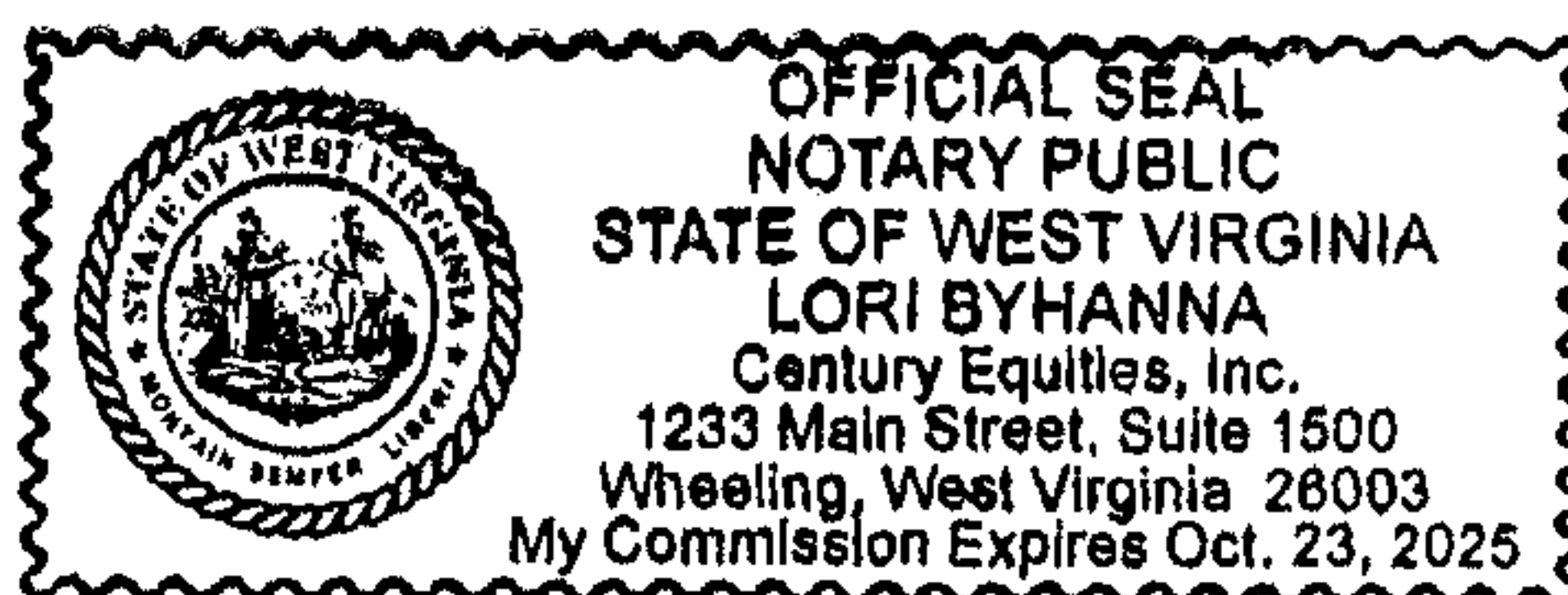
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SS:

COUNTY OF OHIO

)

This record was acknowledged before me on the 2nd day of June, 2021, by John D. Aderholt, as Vice President of **CPLP XX (MONTGOMERY) LLC**, a Delaware limited liability company.



Lori Byhanna  
NOTARY PUBLIC



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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**LEGAL DESCRIPTION:**

*Allen S. Bayl*

**TRACT 1:**

Lot 1, according to the Survey of Tractor Supply Company Resurvey of Ropers Survey, a Commercial Subdivision, as recorded in Map Book 41, page 131, in the Probate Office of Shelby County, Alabama.

**TRACT 2:**

That right of ingress and egress over, across and through the 30 foot wide ingress, egress and utility easements identified in Map Book 39, page 20 and Map Book 41, page 131, in the Probate Office of Shelby County, Alabama.

**ALSO DESCRIBED AS:**

James M. Ray, a Registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Standards for the Practice of Surveying in the State of Alabama, being more particularly described as follows:

Commence at a 1/2" rebar in place, said point being the Northwest corner of Lot No. 1 of the Tractor Supply Company Resurvey of the Resurvey of Ropers Survey as shown by map of said subdivision on record in the office of the Judge of Probate of Shelby County, Alabama, in Map Book 41 at page 131, said point also being the Point of Beginning; from this beginning point proceed North 65°47'58" East along the Southerly boundary of the Southern Railroad right-of-way for a distance of 295.59 feet to a 1/2" open top pipe in place; thence proceed South 02°13'11" East for a distance of 429.25 feet to a 1/2" capped rebar in place; thence proceed South 87°46'49" West for a distance of 188.67 feet to a 1/2" capped rebar in place; thence proceed South 02°12'03" East for a distance of 231.05 feet (set 1/2" rebar) to a point on the Northerly right-of-way of Alabama Highway No. 25; thence proceed North 84°32'37" West along the Northerly right-of-way of said highway for a distance of 88.90 feet (set 1/2" rebar); thence proceed North 01°57'05" West for a distance of 234.69 feet to a 1/2" rebar in place; thence continue North 01°57'05" West for a distance of 351.82 feet to the Point of Beginning.

The above described land is located in the Northeast one-fourth of Section 3, Township 24 North, Range 13 East, Shelby County, Alabama, said property being the same as Lot No. 1 of the Tractor Supply Company Resurvey of the Resurvey of Ropers Survey as shown by map of said subdivision on record in the office of the Judge of Probate of Shelby County, Alabama in Map Book 41 at page 131 AND IS SUBJECT TO AND GRANTED easements as shown by plats on record in the office of the Judge of Probate of Shelby County, Alabama in Map Book 39 at page 20 and Map Book 41 at page 131.

**TRACT 3:**

Lying and being situated in the Southeast 1/4 of Section 1, Township 15 North, Range 18 East, Montgomery County, Alabama as follows:

Lot 1, according to the Map of Tractor Supply Co. Plat No. 1, as said Map is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 52, page 125.

**ALSO DESCRIBED AS:**

Begin at a found 5/8" rebar, GMC Cap #CA00156 lying at the Southwest corner of Lot 22, Perimeter Park Plat No. 6, as recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 42, page 106, said point also lying on the North line of Lot 24, Perimeter Park Plat No. 5, as recorded in the Probate Office of Montgomery County, Alabama in Plat Book 42, page 117; thence leaving said Southwest corner of Lot 22, run along the North property line of said Lot 24 North 68°56'48" West, 314.87 feet to a found 5/8" rebar, GMC cap #CA00156 lying on the North property line of Lot 27-A, Perimeter Park Plat No. 5A, as recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 43, page 71; thence leaving said North property line of Lot 27-A, run North 32°10'49" East, 596.50 feet to a found 5/8" rebar, GMC cap #CA00156 lying on the South right of way of U.S. Highway 31 (Troy Highway) (200' ROW); thence run along said South right of way South 57°49'11" East, 239.50 feet to a found 5/8" rebar, GMC cap #CA00156 lying at the intersection of the South right of way of said U.S. Highway 231 and the West right of way of Perimeter Place (54' ROW); thence leaving said South right of way, run along said West right of way South 32°10'49" West, 85.90 feet to a found 5/8" rebar, GMC cap #CA00156 lying at a point of curvature; thence run along said curve (concave Northeasterly) with a radius of 178.74 feet, a chord of South 05°52'45" West, 158.40 feet to a found 5/8" rebar, GMC cap #CA00156 lying at a point of tangency; thence continue along said West right of way South 20°25'20" East, 161.39 feet to a found 5/8" rebar, GMC cap #CA00156 lying at a point of curvature; thence run along said curve (concave Westerly) with a radius of 197.42 feet, a chord of South 19°00'27" East, 9.75 feet to a found 5/8" rebar lying at the Northeast corner of aforementioned Lot 22; thence leaving said West right of way, run along the North property line of said Lot 22 South 81°58'30" East, 198.29 feet to a found 5/8" rebar, GMC cap #CA00156 lying at the Northwest corner of said Lot 22; thence run along the West property line of said Lot 22 South 21°03'12" West, 77.16 feet to the Point of Beginning.

Said described property also known as Lot 1, according to the Map of Tractor Supply Co. Plat No. 1 as recorded in Plat Book 52, page 125, in the Probate Office of Montgomery County, Alabama.