


Return To: BancorpSouth Loan Ops
2778 West Jackson Street
P.O. Box 4360
Tupelo, MS 38803-4360


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Shelby Cnty Judge of Probate, AL
07/12/2021 12:35:00 PM FILED/CERT

Commercial Mortgage, Security Agreement and Assignment of Leases and Rents

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "*Mortgage*") is entered into as of July 2, 2021, between J. WRIGHT PROPERTIES, LLC, an Alabama limited liability company, with an address of 5430 SADDLECREEK LANE, BIRMINGHAM, AL 35242 (the "*Mortgagor*") and BancorpSouth Bank, a Mississippi State Chartered Bank, with an address of 5905 Trussville Crossings Boulevard, Birmingham, AL 35235 (the "*Bank*").

The real property which is the subject matter of this Mortgage has the following address(es): 5430 SADDLECREEK LANE, BIRMINGHAM, AL 35242 (the "*Address(es)*").

1. Mortgage, Obligations and Future Advances

1.1 Mortgage. For valuable consideration paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby irrevocably and unconditionally mortgages, grants, bargains, transfers, sells, conveys, sets over and assigns to Bank and its successors and assigns forever, WITH MORTGAGE COVENANTS, all of Mortgagor's right, title and interest in and to the Property described below, to secure the prompt payment and performance of the Obligations (as hereinafter defined), including without limitation, all obligations of Mortgagor and/or J WRIGHT PROPERTIES LLC (the "*Borrower*") to Bank respecting that certain Revolving Term Note, dated July 2, 2021, by J WRIGHT PROPERTIES LLC in favor of Bank in the original principal amount of \$2,000,000.00 (the "*Note*"; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the "*Loan Documents*"), and any substitutions, modifications, extensions or amendments to any of the Loan Documents.

The latest Obligation secured by the Mortgage matures on July 10, 2023.

1.2 Security Interest in Property. As continuing security for the Obligations the Mortgagor hereby pledges, assigns and grants to the Bank, and its successors and assigns, a security interest in any of the Property (as hereinafter defined) constituting personal property or fixtures. This Mortgage is and shall be deemed to be a security agreement and financing statement pursuant to the terms of the *Uniform Commercial Code of Alabama* (the "*Uniform Commercial Code*") as to any and all personal property and fixtures and as to all such property the Bank shall have the rights and remedies of a secured party under the Uniform Commercial Code in addition to its rights hereunder. This Mortgage constitutes a financing statement filed as a fixture filing under Section 7-9-502(c) of the Uniform Commercial Code covering any Property which now is or later may become a fixture.

1.3 Collateral Assignment of Leases and Rents. The Mortgagor hereby irrevocably and unconditionally assigns to Bank, and its successors and assigns, as collateral security for the Obligations all of the Mortgagor's rights and benefits under any and all Leases (as hereinafter defined) and any and all rents and other amounts now or hereafter owing with respect to the Leases or the use or occupancy of the Property. This collateral assignment shall be absolute and effective immediately, but the Mortgagor shall have a license, revocable by Bank, to continue to collect rents owing under the Leases until an Event of Default (as hereinafter defined) occurs and Bank exercises its rights and remedies to collect such rents as set forth herein.

1.4 Conditions to Grant. Bank shall have and hold the above granted Property unto and to the use and benefit of Bank, and its successors and assigns, forever; provided, however, the conveyances, grants and assignments



contained in this Mortgage are upon the express condition that, if Mortgagor shall irrevocably pay and perform the Obligations in full, including, without limitation, all principal, interest and premium thereon and other charges, if applicable, in accordance with the terms and conditions in the Loan Documents and this Mortgage, shall pay and perform all other Obligations as set forth in this Mortgage and shall abide by and comply with each and every covenant and condition set forth herein and in the Loan Documents, the conveyances, grants and assignments contained in this Mortgage shall be appropriately released and discharged.

1.5 Property. The term "*Property*", as used in this Mortgage, shall mean that certain parcel of land and the fixtures, structures and improvements and all personal property constituting fixtures, as that term is defined in the *Uniform Commercial Code*, now or hereafter thereon located at the Address(es), as more particularly described in Exhibit A attached hereto, together with: (i) all rights now or hereafter existing, belonging, pertaining or appurtenant thereto; (ii) the following categories of assets as defined in the *Uniform Commercial Code*: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, whether now owned or hereafter acquired, that are located on or used in connection with, or that arise in whole or in part out of the Mortgagor's use of or business conducted on or respecting, the Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any Taking, as hereinafter defined; (iv) all of the rights and benefits of the Mortgagor under any present or future leases and agreements relating to the Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof together with any extensions and renewals thereof, specifically excluding all duties or obligations of the Mortgagor of any kind arising thereunder (the "*Leases*"); and (v) all contracts, permits and licenses respecting the use, operation or maintenance of the Property.

1.6 Obligations. The term "*Obligation(s)*", as used in this Mortgage, shall mean, without limitation, all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, now or hereafter owing by the Mortgagor or the Borrower to Bank at any time, of each and every kind, nature and description, whether arising under this Mortgage or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Mortgagor or the Borrower to Bank; or are due indirectly by the Mortgagor or the Borrower to Bank as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to Bank, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted, including, without limitation, payment of \$2,000,000.00 of the amounts outstanding pursuant to the terms of the Loan Documents as set forth herein. Said term shall also include all interest and other charges chargeable to the Mortgagor or the Borrower or due from the Mortgagor or the Borrower to Bank from time to time and all advances, costs and expenses referred to in this Mortgage, including without limitation the costs and expenses (including reasonable attorney's fees) of enforcement of Bank's rights hereunder or pursuant to any document or instrument executed in connection herewith.

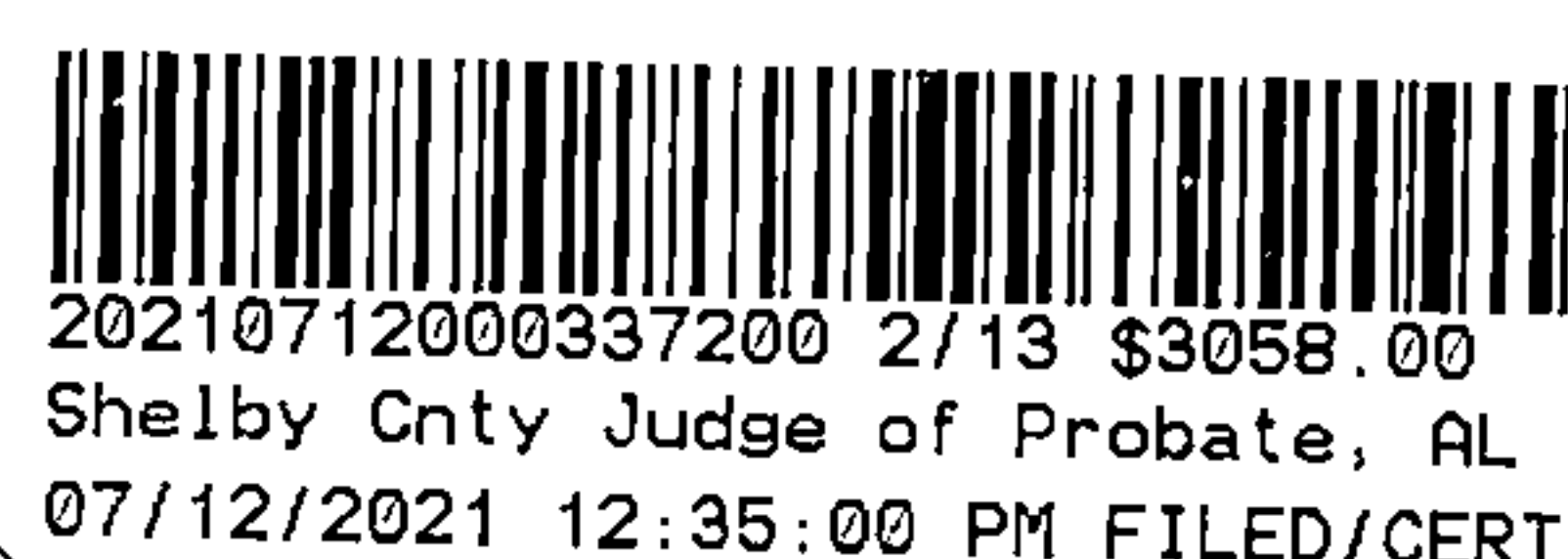
1.7 Cross-Collateral and Future Advances. It is the express intention of the Mortgagor that this Mortgage secure payment and performance of all of the Obligations, whether now existing or hereinafter incurred by reason of future advances by Bank or otherwise, and regardless of whether such Obligations are or were contemplated by the parties at the time of the granting of this Mortgage. Notice of the continuing grant of this Mortgage shall not be required to be stated on the face of any document evidencing any of the Obligations, nor shall such documents be required to otherwise specify that they are secured hereby.

2. Representations, Warranties, Covenants

2.1 Representations and Warranties. The Mortgagor represents and warrants that:

- (A) This Mortgage has been duly executed and delivered by the Mortgagor and is the legal, valid and binding obligation of the Mortgagor enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally;
- (B) The Mortgagor is the sole legal owner of the Property, holding good and marketable fee simple title to the Property, subject to no liens, encumbrances, leases, security interests or rights of others, other than as set forth in detail in Exhibit B hereto (the "*Permitted Encumbrances*");
- (C) The Mortgagor is the sole legal owner of the entire lessor's interest in Leases, if any, with full power and authority to encumber the Property in the manner set forth herein, and the Mortgagor has not executed any other assignment of Leases or any of the rights or rents arising thereunder;
- (D) As of the date hereof, there are no Hazardous Substances (as hereinafter defined) in, on or under the Property, except as disclosed in writing to and acknowledged by Bank; and
- (E) Each Obligation is a commercial obligation and does not represent a loan used for personal, family or household purposes and is not a consumer transaction.

2.2 Recording; Further Assurances. The Mortgagor covenants that it shall, at its sole cost and expense and upon the request of Bank, cause this Mortgage, and each amendment, modification or supplement hereto, to be recorded and filed in such manner and in such places, and shall at all times comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the interest of Bank in the Property and the rights of Bank under this Mortgage. Mortgagor will from time to time execute and deliver to Bank such documents, and take or cause to be taken, all such other or further action, as Bank may request in order to effect and confirm or vest more securely in Bank all rights contemplated by this Mortgage (including, without limitation, to correct clerical errors) or to vest more fully in, or assure to Bank the security interest in,



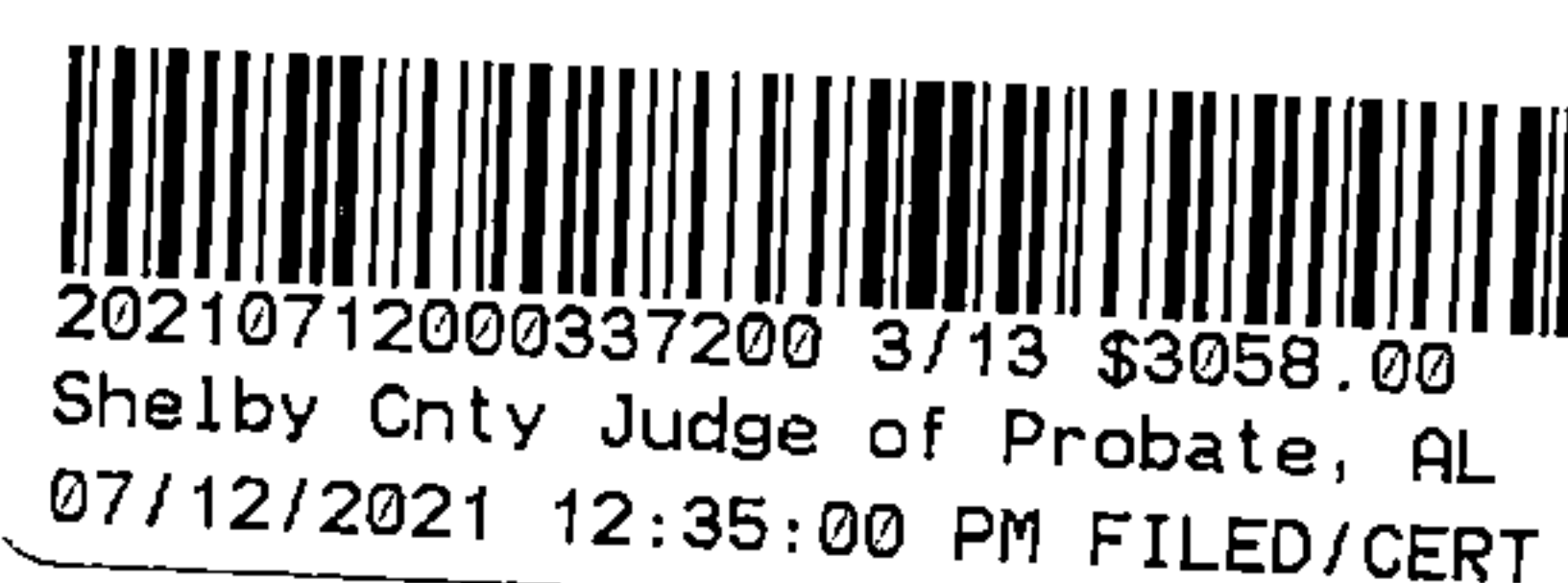
the Property or to comply with applicable statute or law. To the extent permitted by applicable law, Mortgagor authorizes Bank to file financing statements, continuation statements or amendments, and any such financing statements, continuation statements or amendments may be filed at any time in any jurisdiction. Bank may at any time and from time to time file financing statements, continuation statements and amendments thereto that describe the Property as defined in this Mortgage and which contain any other information required by Article 9 of the *Uniform Commercial Code* for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor; Mortgagor also authorizes Bank to file financing statements describing any agricultural liens or other statutory liens held by Bank. Mortgagor agrees to furnish any such information to Bank promptly upon request. In addition, Mortgagor shall at any time and from time to time, take such steps as Bank may reasonably request for Bank (i) to obtain an acknowledgment, in form and substance satisfactory to Bank, of any bailee having possession of any of the Property that the bailee holds such Property for Bank, and (ii) otherwise to insure the continued perfection and priority of Bank's security interest in any of the Property and the preservation of its rights therein. Mortgagor hereby constitutes Bank its attorney-in-fact to execute and file all filings required or so requested for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, shall be irrevocable until this Mortgage terminates in accordance with its terms, all Obligations are paid in full and the Property is released.

2.3 Restrictions on the Mortgagor. The Mortgagor covenants that it will not, nor will it permit any other person to, directly or indirectly, without the prior written approval of Bank in each instance:

- (A) Sell, convey, assign, transfer, mortgage, pledge, hypothecate, lease or dispose of all or any part of any legal or beneficial interest in the Mortgagor or the Property or any part thereof or permit any of the foregoing, except as expressly permitted by the terms of this Mortgage;
- (B) Permit the use, generation, treatment, storage, release or disposition of any oil or other material or substance constituting hazardous waste or hazardous materials or substances under any applicable Federal or state law, regulation or rule ("*Hazardous Substances*"); or
- (C) Permit to be created or suffer to exist any mortgage, lien, security interest, attachment or other encumbrance or charge on the Property or any part thereof or interest therein (except for the Permitted Encumbrances), including, without limitation, (i) any lien arising under any Federal, state or local statute, rule, regulation or law pertaining to the release or cleanup of Hazardous Substances and (ii) any mechanics' or materialmen's lien. The Mortgagor further agrees to give Bank prompt written notice of the imposition, or notice, of any lien referred to in this Section and to take any action necessary to secure the prompt discharge or release of the same. The Mortgagor agrees to defend its title to the Property and Bank's interest therein against the claims of all persons and, unless Bank requests otherwise, to appear in and diligently contest, at the Mortgagor's sole cost and expense, any action or proceeding that purports to affect the Mortgagor's title to the Property or the priority or validity of this Mortgage or Bank's interest hereunder.

2.4 Operation of Property. The Mortgagor covenants and agrees as follows:

- (A) The Mortgagor will not permit the Property to be used for any unlawful or improper purpose, will at all times comply with all Federal, state and local laws, ordinances and regulations, and the provisions of any Lease, easement or other agreement affecting all or any part of the Property, and will obtain and maintain all governmental or other approvals relating to the Mortgagor, the Property or the use thereof, including without limitation, any applicable zoning or building codes or regulations and any laws or regulations relating to the handling, storage, release or cleanup of Hazardous Substances, and will give prompt written notice to Bank of (i) any violation of any such law, ordinance or regulation by the Mortgagor or relating to the Property, (ii) receipt of notice from any Federal, state or local authority alleging any such violation and (iii) the presence or release on the Property of any Hazardous Substances;
- (B) The Mortgagor will at all times keep the Property insured for such losses or damage, in such amounts and by such companies as may be required by law and which Bank may require, provided that, in any case, the Mortgagor shall maintain: (i) physical hazard insurance on an "all risks" basis in an amount not less than 100% of the full replacement cost of the Property; (ii) flood insurance if and as required by applicable Federal law and as otherwise required by Bank; (iii) comprehensive commercial general liability insurance; (iv) rent loss and business interruption insurance; and (v) such other insurance as Bank may require from time to time, including builder's risk insurance in the case of construction loans. All policies regarding such insurance shall be issued by companies licensed to do business in the state where the policy is issued and also in the state where the Property is located, be otherwise acceptable to Bank, provide deductible amounts acceptable to Bank, name Bank as mortgagee, loss payee and additional insured, and provide that no cancellation or material modification of such policies shall occur without at least zero (0) days prior written notice to Bank. Such policies shall include (i) a mortgage endorsement determined by Bank in good faith to be equivalent to the "standard" mortgage endorsement so that the insurance, as to the interest of Bank, shall not be invalidated by any act or neglect of the Mortgagor or the owner of the Property, any foreclosure or other proceedings or notice of sale relating to the Property, any change in the title to or ownership of the Property, or the occupation or use of the Property for purposes more hazardous than are permitted at the date of inception of such insurance policies; (ii) a replacement cost endorsement; (iii) an agreed amount endorsement; (iv) a contingent liability from operation endorsement; and (v) such other endorsements as Bank may request. The Mortgagor will furnish to Bank upon request such original policies, certificates of insurance or other evidence of the foregoing as are acceptable to Bank. The terms of all insurance policies shall be such that no coinsurance provisions apply, or if a policy does contain a coinsurance provision, the Mortgagor shall insure the Property in an amount sufficient to prevent the application of the coinsurance provisions;



- (C) Mortgagor will not enter into or modify the Leases in any material respect without the prior written consent of Bank, execute any assignment of the Leases except in favor of Bank, or accept any rentals under any Lease for more than one month in advance and will at all times perform and fulfill every term and condition of the Leases;
- (D) Mortgagor will at all times (i) maintain complete and accurate records and books regarding the Property in accordance with generally accepted accounting principles and (ii) permit Bank and Bank's agents, employees and representatives, at such reasonable times as Bank may request, to enter and inspect the Property and such books and records;
- (E) Mortgagor will at all times keep the Property in good and first-rate repair and condition (damage from casualty not excepted) and will not commit or permit any strip, waste, impairment, deterioration or alteration of the Property or any part thereof; and
- (F) Mortgagor shall not use or occupy the Property or allow any other party to use or occupy the Property in any manner that would constitute a violation of any state and/or Federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. If Mortgagor becomes aware of such a violation, Mortgagor shall take all actions allowed by law to terminate the violating activity. Violation of this paragraph is a material breach of this Mortgage and constitutes an Event of Default.

2.5 Payments. The Mortgagor covenants to pay when due: all Federal, state, municipal, real property and other taxes, betterment and improvement assessments and other governmental levies, water rates, sewer charges, insurance premiums and other charges on the Property, this Mortgage or any Obligation secured hereby that could, if unpaid, result in a lien on the Property or on any interest therein. If and when requested by Bank, the Mortgagor shall deposit from time to time with Bank sums determined by Bank to be sufficient to pay when due the amounts referred to in this Section. The Mortgagor shall have the right to contest any notice, lien, encumbrance, claim, tax, charge, betterment assessment or premium filed or asserted against or relating to the Property; provided that it contests the same diligently and in good faith and by proper proceedings and, at Bank's request, provides Bank with adequate cash security, in Bank's reasonable judgment, against the enforcement thereof. The Mortgagor shall furnish to Bank the receipted real estate tax bills or other evidence of payment of real estate taxes for the Property within thirty (30) days prior to the date from which interest or penalty would accrue for nonpayment thereof. The Mortgagor shall also furnish to Bank evidence of all other payments referred to above within fifteen (15) days after written request therefor by Bank. If Mortgagor shall fail to pay such sums, Bank may, but shall not be obligated to, advance such sums. Any sums so advanced by Bank shall be added to the Obligations, shall bear interest at the highest rate specified in any note evidencing the Obligations, and shall be secured by the lien of this Mortgage.

2.6 Notices; Notice of Default. The Mortgagor will deliver to Bank, promptly upon receipt of the same, copies of all notices or other documents it receives that affect the Property or its use, or claim that the Mortgagor is in default in the performance or observance of any of the terms hereof or that the Mortgagor or any tenant is in default of any terms of the Leases. The Mortgagor further agrees to deliver to Bank written notice promptly upon the occurrence of any Event of Default hereunder or event that with the giving of notice or lapse of time, or both, would constitute an Event of Default hereunder.

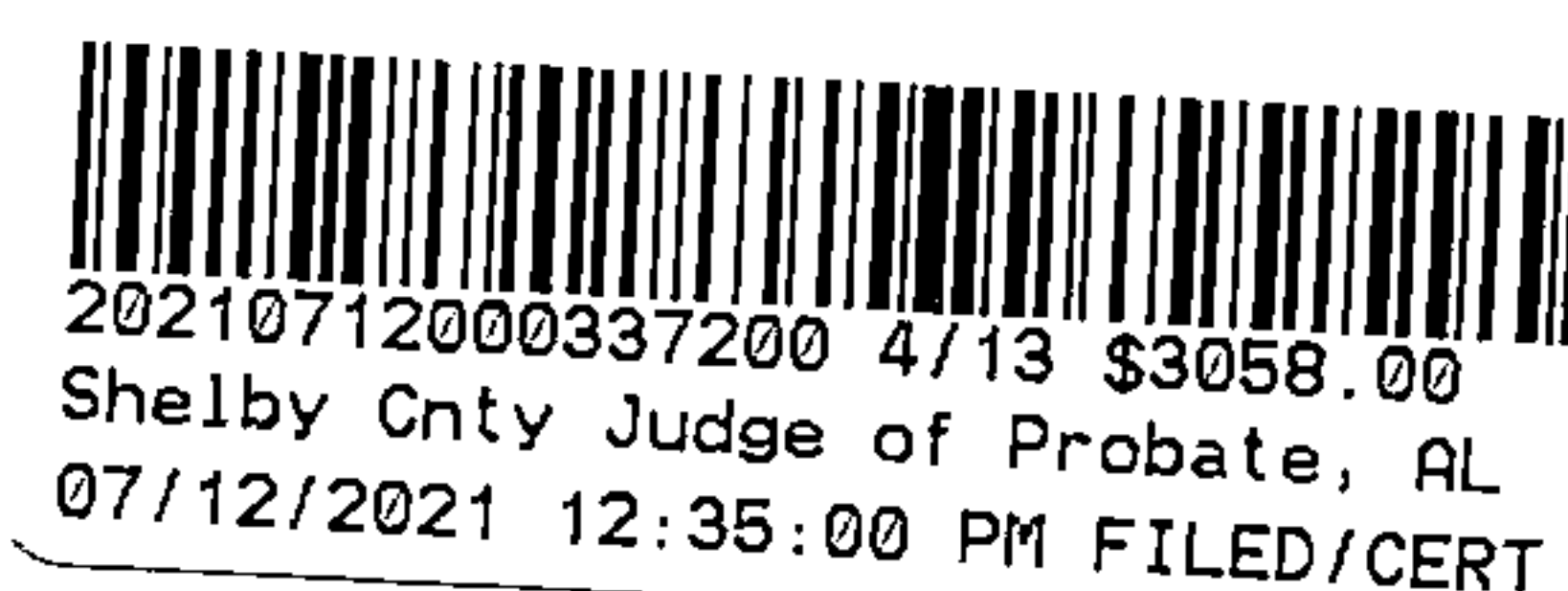
2.7 Takings. In case of any condemnation or expropriation for public use of, or any damage by reason of the action of any public or governmental entity or authority to, all or any part of the Property (a "Taking"), or the commencement of any proceedings or negotiations that might result in a Taking, the Mortgagor shall immediately give written notice to Bank, describing the nature and extent thereof. Bank may, at its option, appear in any proceeding for a Taking or any negotiations relating to a Taking and the Mortgagor shall immediately give to Bank copies of all notices, pleadings, determinations and other papers relating thereto. The Mortgagor shall in good faith and with due diligence and by proper proceedings file and prosecute its claims for any award or payment on account of any Taking. The Mortgagor shall not settle any such claim without Bank's prior written consent. The Mortgagor shall hold any amounts received with respect to such awards or claims, by settlement, judicial decree or otherwise, in trust for Bank and immediately pay the same to Bank. The Mortgagor authorizes any award or settlement due in connection with a Taking to be paid directly to Bank in amounts not exceeding the Obligations. Bank may apply such amounts to the Obligations in such order as Bank may determine.

2.8 Insurance Proceeds. The proceeds of any insurance resulting from any loss with respect to the Property shall be paid to Bank and, at the option of Bank, be applied to the Obligations in such order as Bank may determine; provided, however, that if Bank shall require repair of the Property, Bank may release all or any portion of such proceeds to the Mortgagor for such purpose. Any insurance proceeds paid to the Mortgagor shall be held in trust for Bank and promptly paid to it.

3. Certain Rights of Bank

3.1 Legal Proceedings. Bank shall have the right, but not the duty, to intervene or otherwise participate in any legal or equitable proceeding that, in Bank's reasonable judgment, might affect the Property or any of the rights created or secured by this Mortgage. Bank shall have such right whether or not there shall have occurred an Event of Default hereunder.

3.2 Appraisals/Assessments. Bank shall have the right, at the Mortgagor's sole cost and expense, to obtain appraisals, environmental site assessments or other inspections of the portions of the Property that are real estate at such times as Bank deems necessary or as may be required by applicable law, or its prevailing credit or underwriting policies.



3.3 Financial Statements. Bank shall have the right, at the Mortgagor's sole cost and expense, to require delivery of financial statements in form and substance acceptable to Bank from the Mortgagor or any guarantor of any of the Obligations and the Mortgagor hereby agrees to deliver such financial statements and/or cause any such guarantor to so deliver any such financial statement when required by Bank.

3.4 Leases and Rent Roll. The Mortgagor shall deliver to Bank (i) during each calendar year and at such other times as Bank shall request a rent roll for the Property, in form acceptable to Bank, listing all tenants and occupants and describing all of the Leases; and (ii) at such times as Bank shall request executed copies of all the Leases.

4. Defaults and Remedies

4.1 Events of Default. "Event of Default" shall mean the occurrence of any one or more of the following events:

- (A) default of any liability, obligation, covenant or undertaking of the Mortgagor, the Borrower or any guarantor of the Obligations to Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Mortgagor, the Borrower or any guarantor of the Obligations under any other Loan Document or any other agreement with Bank;
- (B) failure by the Mortgagor, the Borrower or any guarantor of the Obligations to perform, observe or comply with any of the covenants, agreements, terms or conditions set forth in this Mortgage or the Loan Documents;
- (C) the (i) occurrence of any material loss, theft, damage or destruction of, or (ii) issuance or making of any levy, seizure, attachment, execution or similar process on a material portion of the Property;
- (D) failure of the Mortgagor, the Borrower or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to Bank;
- (E) default of any material liability, obligation or undertaking of the Mortgagor, the Borrower or any guarantor of the Obligations to any other party;
- (F) any statement, representation or warranty heretofore, now or hereafter made by the Mortgagor, the Borrower or any guarantor of the Obligations in connection with this Mortgage or in any supporting financial statement of the Mortgagor, the Borrower or any guarantor of the Obligations shall be determined by Bank to have been false or misleading in any material respect when made;
- (G) if the Mortgagor, the Borrower or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the division, merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property;
- (H) the death of the Mortgagor, the Borrower or any guarantor of the Obligations and, if the Mortgagor, the Borrower or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member;
- (I) the institution by or against the Mortgagor, the Borrower or any guarantor of the Obligations of any proceedings under the *Bankruptcy Code* 11 USC §101 *et seq.* or any other law in which the Mortgagor, the Borrower or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Mortgagor, the Borrower or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Mortgagor, the Borrower or any guarantor of the Obligations of a trust mortgage for the benefit of creditors;
- (J) the service upon Bank of a writ in which Bank is named as trustee of the Mortgagor, the Borrower or any guarantor of the Obligations;
- (K) a judgment or judgments for the payment of money shall be rendered against the Mortgagor, the Borrower or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;
- (L) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Mortgagor, the Borrower or any guarantor of the Obligations;
- (M) the termination or revocation of any guaranty of the Obligations; or
- (N) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Mortgagor, the Borrower or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Mortgagor, the Borrower or any guarantor of the Obligations to Bank has been or may be impaired.

4.2 Remedies. On the occurrence of any Event of Default Bank may, at any time thereafter, at its option and, to the extent permitted by applicable law, without notice, exercise any or all of the following remedies:

- (A) Declare the Obligations due and payable, and the Obligations shall thereupon become immediately due and payable, without presentment, protest, demand or notice of any kind, all of which are hereby expressly waived by the Mortgagor except for Obligations due and payable on demand, which shall be due and payable on demand whether or not an Event of Default has occurred hereunder;
- (B) Enter, take possession of, manage and operate the Property (including all personal property and all records and documents pertaining thereto) and any part thereof and exclude the Mortgagor therefrom, take all actions it deems necessary or proper to preserve the Property and operate the Property as a mortgagee in possession with all the powers as could be exercised by a receiver or as otherwise provided herein or by applicable law; provided, however, the entry by Bank upon the Property for any reason shall not cause Bank to be a mortgagee in possession, except upon the express written declaration of Bank;



- (C) With or without taking possession, receive and collect all rents, income, issues and profits ("*Rents*") from the Property (including all real estate and personal property and whether past due or thereafter accruing), including as may arise under the Leases, and the Mortgagor appoints Bank as its true and lawful attorney with the power for Bank in its own name and capacity to demand and collect Rents and take any action that the Mortgagor is authorized to take under the Leases. Bank shall (after payment of all costs and expenses incurred) apply any Rents received by it to the Obligations in such order as Bank determines, or in accordance with any applicable statute, and the Mortgagor agrees that exercise of such rights and disposition of such funds shall not be deemed to cure any default or constitute a waiver of any foreclosure once commenced nor preclude the later commencement of foreclosure for breach thereof. Bank shall be liable to account only for such Rents actually received by Bank. Lessees under the Leases are hereby authorized and directed, following notice from Bank, to pay all amounts due the Mortgagor under the Leases to Bank, whereupon such lessees shall be relieved of any and all duty and obligation to the Mortgagor with respect to such payments so made;
- (D) In addition to any other remedies, to sell the Property or any part thereof or interest therein pursuant to exercise of its power of sale or otherwise at public auction on terms and conditions as Bank may determine, or otherwise foreclose this Mortgage in any manner permitted by law, and upon such sale the Mortgagor shall execute and deliver such instruments as Bank may request in order to convey and transfer all of the Mortgagor's interest in the Property, and the same shall operate to divest all rights, title and interest of the Mortgagor in and to the Property. In the event this Mortgage shall include more than one parcel of property or subdivision (each hereinafter called a "*Portion*"), Bank shall, in its sole and exclusive discretion and to the extent permitted by applicable law, be empowered to foreclose upon any such Portion without impairing its right to foreclose subsequently upon any other Portion or the entirety of the Property from time to time thereafter. In addition, Bank may in its sole and exclusive discretion subordinate this Mortgage to one or more Leases for the sole purpose of preserving any such Lease in the event of a foreclosure;
- (E) Cause one or more environmental assessments to be taken, arrange for the cleanup of any Hazardous Substances or otherwise cure the Mortgagor's failure to comply with any statute, regulation or ordinance relating to the presence or cleanup of Hazardous Substances, and the Mortgagor shall provide Bank or its agents with access to the Property for such purposes; provided that the exercise of any of such remedies shall not be deemed to have relieved the Mortgagor from any responsibility therefor or given Bank "control" over the Property or cause Bank to be considered to be a mortgagee in possession, "owner" or "operator" of the Property for purposes of any applicable law, rule or regulation pertaining to Hazardous Substances; and
- (F) Take such other actions or proceedings as Bank deems necessary or advisable to protect its interest in the Property and ensure payment and performance of the Obligations, including, without limitation, appointment of a receiver (and the Mortgagor hereby waives any right to object to such appointment) and exercise of any of Bank's remedies provided herein or in any other document evidencing, securing or relating to any of the Obligations or available to a secured party under the *Uniform Commercial Code* or under other applicable law.

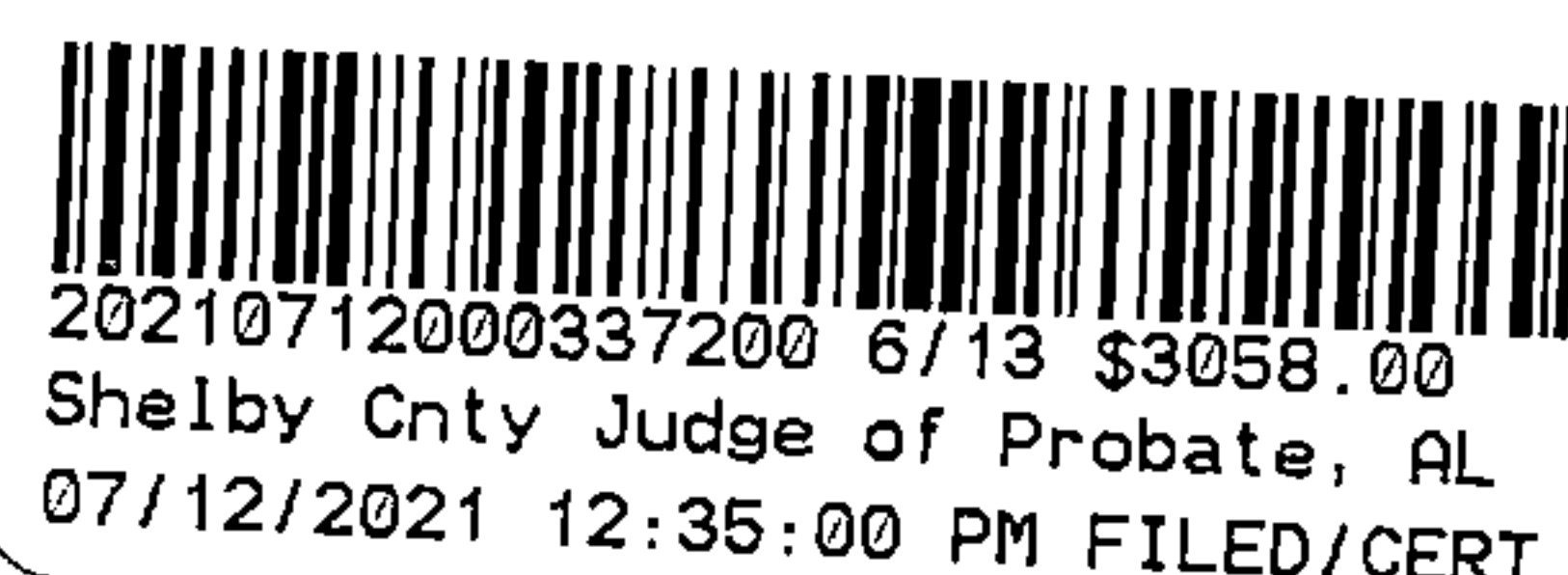
In addition, the Bank shall have all other remedies provided by applicable law, including, without limitation, the right to pursue a judicial sale of the Property or any portion thereof by deed, assignment or otherwise.

The Mortgagor agrees and acknowledges that the acceptance by the Bank of any payments from either the Mortgagor or any guarantor after the occurrence of any Event of Default, the exercise by the Bank of any remedy set forth herein or the commencement, discontinuance or abandonment of foreclosure proceedings against the Property shall not waive the Bank's subsequent or concurrent right to foreclose or operate as a bar or estoppel to the exercise of any other rights or remedies of the Bank. The Mortgagor agrees and acknowledges that the Bank, by making payments or incurring costs described herein, shall be subrogated to any right of the Mortgagor to seek reimbursement from any third parties, including, without limitation, any predecessor in interest to the Mortgagor's title or other party who may be responsible under any law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances.

4.3 Advances. If the Mortgagor fails to pay or perform any of its obligations respecting the Property, Bank may in its sole discretion do so without waiving or releasing Mortgagor from any such obligation. Any such payments may include, but are not limited to, payments for taxes, assessments and other governmental levies, water rates, insurance premiums, maintenance, repairs or improvements constituting part of the Property. Any amounts paid by Bank hereunder shall be, until reimbursed by the Mortgagor, part of the Obligations and secured by this Mortgage, and shall be due and payable to Bank, on demand, together with interest thereon to the extent permitted by applicable law, at the highest rate permitted under any of the notes evidencing the Obligations.

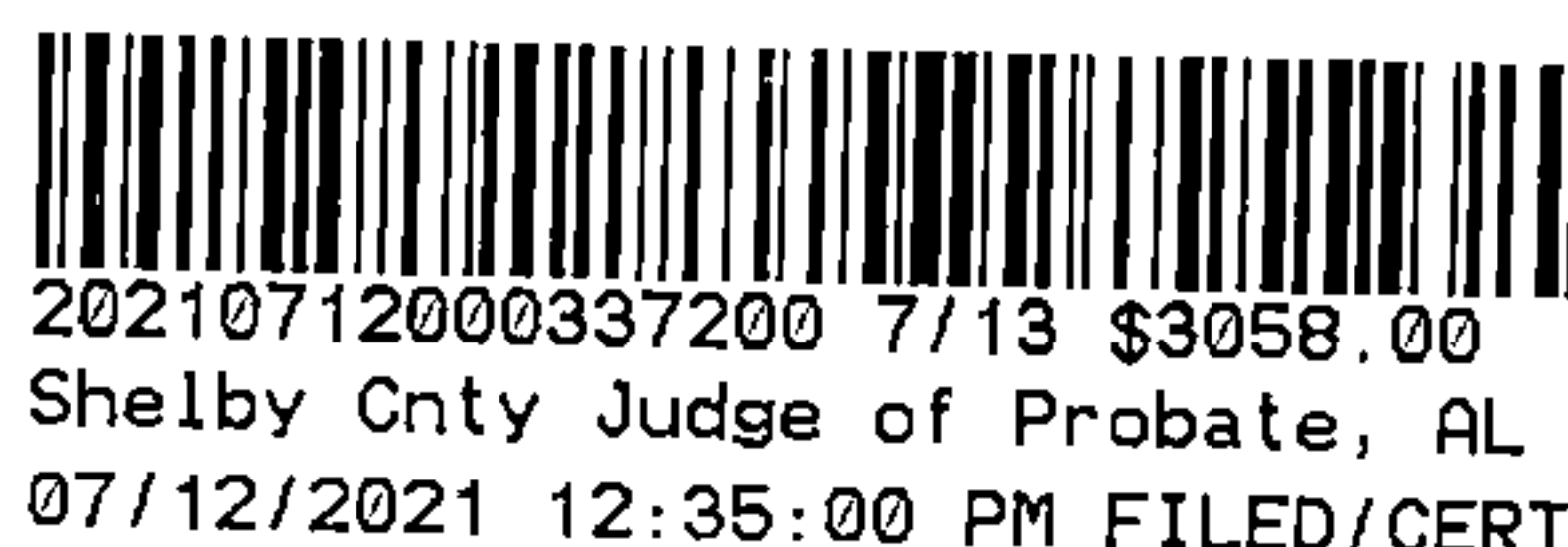
4.4 Cumulative Rights and Remedies. All of the foregoing rights, remedies and options (including without limitation the right to enter and take possession of the Property, the right to manage and operate the same, and the right to collect Rents, in each case whether by a receiver or otherwise) are cumulative and in addition to any rights Bank might otherwise have, whether at law or by agreement, and may be exercised separately or concurrently and none of which shall be exclusive of any other. The Mortgagor further agrees that Bank may exercise any or all of its rights or remedies set forth herein without having to pay the Mortgagor any sums for use or occupancy of the Property.

4.5 Mortgagor's Waiver of Certain Rights. To the extent permitted by applicable law, the Mortgagor hereby waives the benefit of all present and future laws (i) providing for any appraisal before sale of all or any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made hereunder.



5. Miscellaneous

- 5.1 Costs and Expenses.** To the extent permitted by applicable law, the Mortgagor shall pay to Bank, on demand, all reasonable expenses (including attorneys' fees and expenses and reasonable consulting, accounting, appraisal, brokerage and similar professional fees and charges) incurred by the Bank in connection with Bank's interpretation, recordation of this Mortgage, exercise, preservation or enforcement of any of its rights, remedies and options set forth in this Mortgage and in connection with any litigation, proceeding or dispute whether arising hereunder or otherwise relating to the Obligations, together with interest thereon to the extent permitted by applicable law, until paid in full by the Mortgagor at the highest rate set forth in any of the notes evidencing the Obligations. Any amounts owed by the Mortgagor hereunder shall be, until paid, part of the Obligations and secured by this Mortgage, and Bank shall be entitled, to the extent permitted by law, to receive and retain such amounts in any action for a deficiency against or redemption by the Mortgagor, or any accounting for the proceeds of a foreclosure sale or of insurance proceeds.
- 5.2 Indemnification Regarding Leases.** The Mortgagor hereby agrees to defend, and does hereby indemnify and hold Bank and each of its directors, officers, employees, agents and attorneys and any Bank Affiliate and its directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless from all losses, damages, claims, costs or expenses (including attorneys' fees and expenses) resulting from the assignment of the Leases and from all demands that may be asserted against such Indemnitees arising from any undertakings on the part of Bank to perform any obligations under the Leases. It is understood that the assignment of the Leases shall not operate to place responsibility for the control or management of the Property upon Bank or any Indemnitee or make them liable for performance of any of the obligations of the Mortgagor under Leases, respecting any condition of the Property or any other agreement or arrangement, written or oral, or applicable law.
- 5.3 Indemnification Regarding Hazardous Substances.** The Mortgagor hereby agrees to defend, and does hereby indemnify and hold harmless each Indemnitee from and against any and all losses, damages, claims, costs or expenses, including, without limitation, litigation costs and attorneys' fees and expenses and fees or expenses of any environmental engineering or cleanup firm incurred by such Indemnitee and arising out of or in connection with the Property or resulting from the application of any current or future law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances on or affecting the Property. The Mortgagor agrees its obligations hereunder shall be continuous and shall survive termination or discharge of this Mortgage and/or the repayment of all debts to Bank including repayment of all Obligations.
- 5.4 Indemnitee's Expenses.** If any Indemnitee is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Mortgage or the Property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use thereof by the Mortgagor or other person or entity, then the Mortgagor shall indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. The within indemnification shall survive payment of the Obligations, and/or any termination, release or discharge executed by Bank in favor of the Mortgagor.
- 5.5 Waivers.** The Mortgagor waives notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of Bank in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretion (all of which are hereinafter collectively referred to as "*Bank's Rights and Remedies*") hereunder shall constitute a waiver thereof; and no waiver by Bank of any default of the Mortgagor hereunder or of any demand shall operate as a waiver of any other default hereunder or of any other demand. No term or provision hereof shall be waived, altered or modified except with the prior written consent of Bank, which consent makes explicit reference to this Mortgage. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between Bank and the Mortgagor at any time (whether before, during or after the effective date or term of this Mortgage) shall be construed as a waiver, modification or limitation of any of Bank's Rights and Remedies under this Mortgage (nor shall anything in this Mortgage be construed as a waiver, modification or limitation of any of Bank's Rights and Remedies under any such other agreement or transaction) but all Bank's Rights and Remedies not only under the provisions of this Mortgage but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by Bank at such time or times and in such order of preference as Bank in its sole discretion may determine.
- 5.6 Joint and Several.** If there is more than one Mortgagor, each of them shall be jointly and severally liable for payment and/or performance of all obligations secured by this Mortgage and the term "*Mortgagor*" shall include each as well as all of them.
- 5.7 Severability.** If any provision of this Mortgage or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Mortgage (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.
- 5.8 Complete Agreement.** This Mortgage and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersede all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.
- 5.9 Binding Effect of Agreement.** This Mortgage shall run with the land and be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of



Acknowledgment

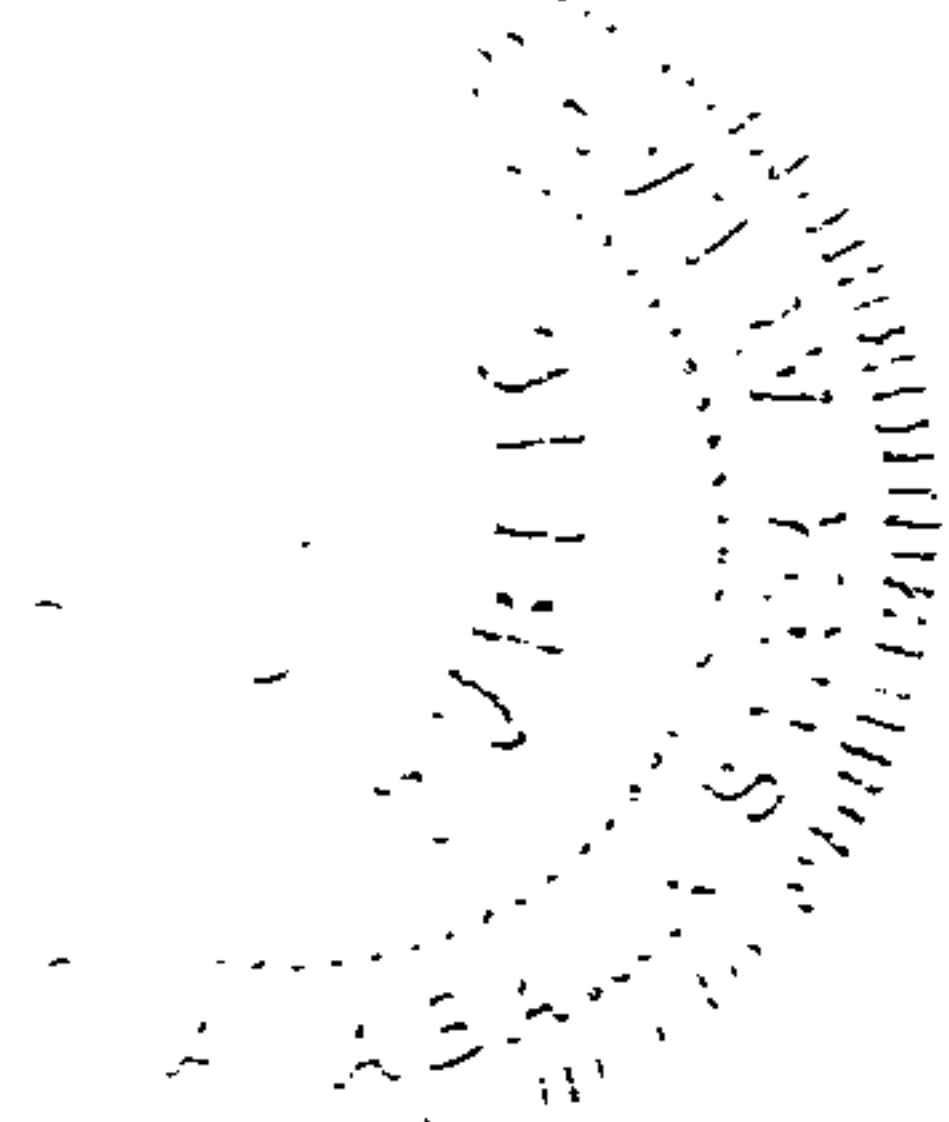
State of Alabama

County of SHELBY

I, Cynthia K Mitchell, a notary public in and for said county in said state, hereby certify that JONATHAN L. WRIGHT, whose name(s) as MEMBER of J. WRIGHT PROPERTIES, LLC, an Alabama limited liability company on behalf of the limited liability company, is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such MEMBER and with full authority, executed the same voluntarily for and as the act of said J. WRIGHT PROPERTIES, LLC.

Given under my hand July 2, 2021.

Cynthia K Mitchell
Notary Public



Cynthia K Mitchell
(Print Name)

My commission expires: January 28, 2023

This Document Prepared By: Darryl Bell
2778 West Jackson Street
P.O. Box 4360
Tupelo, MS 38803-4360

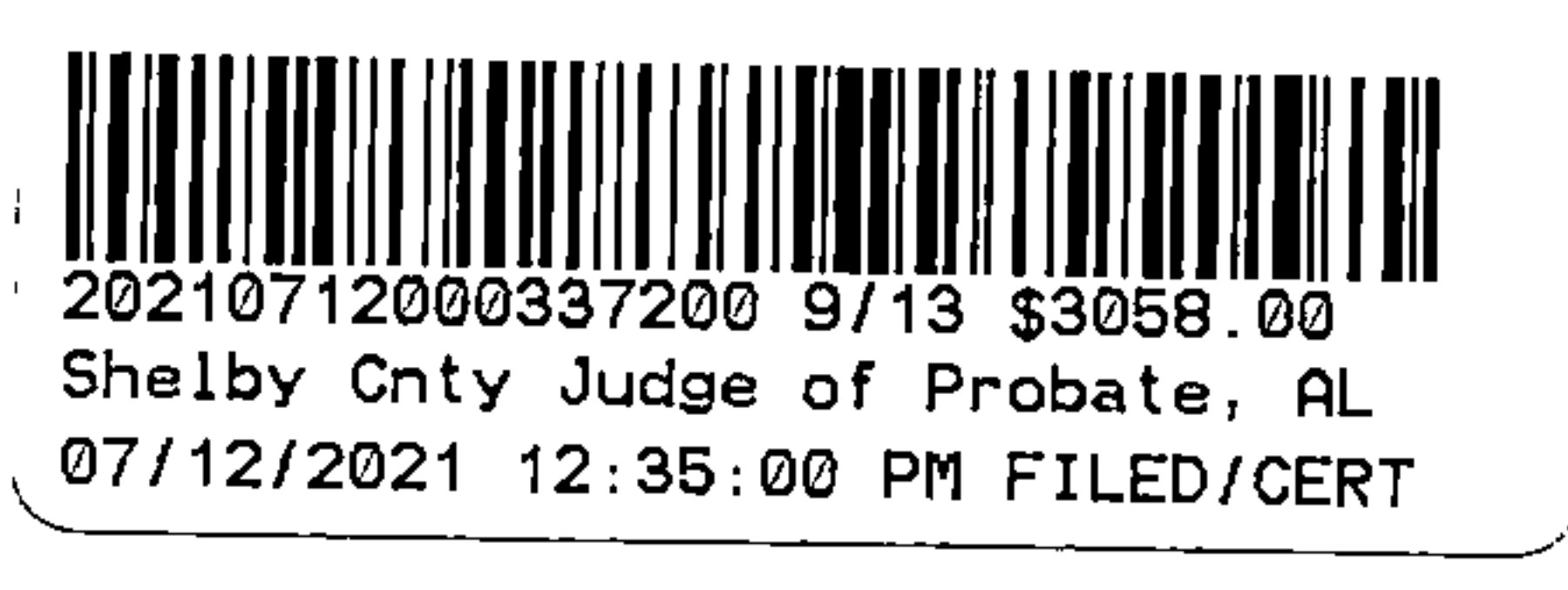


EXHIBIT "A"
Property Description

PARCEL I


Land to the North touching Legacy Drive

A parcel of land situated in the SE ¼ of the SE ¼ of Section 21 and the NE ¼ of the NE ¼ of Section 28, in Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said SE ¼ of the SE ¼ of said Section 21, run North 01 degrees, 31 minutes, 32 seconds East along an assumed bearing and also along the east line of said ¼ - ¼ section for a distance of 97.91 feet to an iron pin found; thence run North 77 degrees 45 minutes 35 seconds West for a distance of 104.02 feet to an iron pin found; thence run North 39 degrees 37 minutes 23 seconds West for a distance of 121.41 feet to a PK nail found at the Point of Beginning; thence run South 32 degrees 53 minutes 00 seconds West for a distance of 426.15 feet to an iron pin found; thence run South 11 degrees 39 minutes 27 seconds East for a distance of 188.46 feet to an iron pin found; thence run North 82 degrees 47 minutes 06 seconds West for a distance of 36.11 feet to an iron pin set; thence run North 27 degrees 36 minutes 12 seconds West for a distance of 376.15 feet to an iron pin set on the South line of the SE ¼ of the SE ¼ of said Section 21; thence run North 16 degrees 49 minutes 52 seconds East for a distance of 83.81 feet to an iron pin set; thence run North 52 degrees 14 minutes 30 seconds West for a distance of 251.06 feet to a LDW iron pin found; thence run North 06 degrees 27 minutes 39 seconds West for a distance of 156.01 feet to a LDW iron pin found; thence run North 05 degrees 56 minutes 53 seconds East for a distance of 181.90 feet to a LDW iron pin found; thence run North 00 degrees 27 minutes 42 seconds West for a distance of 149.40 feet to a LDW iron pin found; thence run North 27 degrees 07 minutes 14 seconds West for a distance of 95.93 feet to a LDW iron pin found; thence run North 13 degrees 19 minutes 38 seconds West for a distance of 67.43 feet to a LDW iron pin found; thence run North 31 degrees 22 minutes 25 seconds East for a distance of 69.14 feet to an iron pin set on the Southeast Right-of-Way line of Legacy Drive in Greystone Legacy 1st. Sector as recorded in map book 26 on page 79A in the office of the Judge of Probate, Shelby County, Alabama said iron pin being on a curve to the left having a radius of 428.30 feet, a central angle of 08 degrees, 52 minutes, 29 seconds and a chord bearing of South 42 degrees 29 minutes 52 seconds East; thence run in a Southeasterly direction along said Right-of-Way and also along the arc of said curve for a distance of 66.34 feet to an iron pin found; thence run North 43 degrees 03 minutes 53 seconds East along said Right-of-Way for a distance of 20.00 feet to an iron pin set on a curve to the left having a radius of 408.30 feet, a central angle of 22 degrees, 23 minutes, 08 seconds and a chord bearing of South 58 degrees 07 minutes 41 seconds East; thence run in a Southeasterly direction along said Right-of-Way and also along the arc of said curve for a distance of 159.52 feet to an iron pin found; thence run South 18 degrees 53 minutes 55 seconds East for a distance of 187.01 feet to an iron pin found; thence run South 38 degrees 34 minutes 14 seconds East for a distance of 365.38 feet to an iron pin found; thence run South 39 degrees 37 minutes 24 seconds East for a distance of 187.20 feet to the Point of Beginning. Containing 7.336 acres, more or less.

Tax Parcel #03-5-21-0-000-005.000 (6.7 acres) and Tax Parcel #03-8-28-0-001-001.003 (0.636 acres)

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PARCEL II

Lots 1 & 2 less 2 acres

Lots 1 & 2, Gilbert Family Estates Subdivision, as recorded in Map Book 49 on Page 21 in the Office of the Judge of Probate, Shelby County, Alabama.

Less and Except the following parcel (herein referred to as the "Gilbert Parcel"):

A part said Lots 1 & 2 and situated in the NE ¼ of the NE ¼ of Section 28, in Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an iron pin found at the Northwest corner of said Lot 2 also being the Northeast corner of said Lot 1; thence run South 20° 05' 38" West along the line between said Lots 1 & 2 for a distance of 35.77 feet to an iron pin set with SSI cap; thence run South 59° 11' 29" West for a distance of 57.84 feet to an iron pin set with SSI cap; thence run South 04° 53' 51" West for a distance of 72.00 feet to an iron pin set with SSI cap; thence run South 21° 30' 02" West for a distance of 126.10 feet to an iron pin set with SSI cap; thence run South 01° 33' 39" West for a distance of 65.12 feet to an iron pin found with SSI cap; thence run South 08° 57' 28" West for a distance of 35.64 feet to an iron pin set with SSI cap; thence run South 22° 35' 14" East for a distance of 82.93 feet to an iron pin set with SSI cap; thence run South 30° 08' 36" East for a distance of 90.00 feet to an iron pin set with SSI cap; thence run North 41° 26' 12" East for a distance of 284.83 feet to an iron pin set with SSI cap; thence run North 19° 55' 17" West for a distance of 98.90 feet to an iron pin set with SSI cap; thence run North 05° 08' 04" East for a distance of 185.16 feet to an iron pin Found with SSI cap on the North line of said Lot 2; thence run North 82° 47' 06" West along the said North line for a distance of 127.78 feet to the Point of Beginning. Said Less and Except containing 2.00 acres more or less.

Tax Parcel #03-8-28-0-001-001.005 (Part of Lot 1) and Tax Parcel #03-8-28-0-001-001.006 (Part of Lot 2)

PARCEL III

Small Parcel South of the Lots 1 & 2

A parcel of land situated in the Southeast Quarter of the Northeast Quarter of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3" capped iron locally accepted to be the Northwest corner of said Quarter-Quarter Section; thence run East along the North line of said Quarter-Quarter Section for a distance of 431.72 feet to the Northwest corner of Lot 6A in a resurvey of Lots 5 & 6 Greystone 8th. Sector, Phase I, as recorded in Map Book 23 on Page 15 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 155 degree, 17 minutes, 58 seconds and run in a Southwesterly direction along the Northwest line of said Lot 6A and Lot 7 in Greystone 8th. Sector, Phase I, as recorded in Map Book 21 on Page 151 in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 237.64 feet to a point; thence turn an angle to the left of 35 degrees, 37 minutes, 31 seconds and run in a Southwesterly direction along the Northwest line of said Lot 7 for a distance of 68.34 feet to a point; thence turn an angle to the right of 101 degrees, 24 minutes, 44 seconds and run in a Northwesterly direction for a distance of 241.45 feet to the Point of Beginning. Said Parcel containing 29,522 Square feet, more or less.

Tax Parcel #03-8-28-0-001-006.116 (.677 acres behind 5410 Saddlecreek Lane, Birmingham, AL 35242)



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PARCEL IV

"Acreage Lot" of Bishop's Court Survey, as recorded in Map Book 28 on Page 8 in the Office of the Judge of Probate, Shelby County, Alabama

Tax Parcel #03-8-28-0-004-004.000 (802 Bishops Court, Birmingham, AL 35242)

PARCELS I, II, III AND IV ARE CONVEYED SUBJECT TO a thirty (30) foot wide perpetual easement for ingress, egress and utilities which shall run with and bind the land, for the benefit of the above excepted and described Gilbert Parcel and the owners, occupants, guests and invitees thereof, described as follows:

A 30 foot wide easement for ingress and egress situated in the SE ¼ of the SE ¼ of Section 21 and the NE ¼ of the NE ¼ of Section 28, in Township 18 South, Range 1 West, Shelby County, Alabama, lying 15 either side of a centerline being more particularly described as follows:

Commence at the Southeast corner of said SE ¼ of the SE ¼ of said Section 21, run North 01 degrees, 31 minutes, 32 seconds East along an assumed bearing and also along the east line of said ¼ - ¼ section for a distance of 97.91 feet to an iron pin found; thence run North 77 degrees 45 minutes 35 seconds West for a distance of 104.02 feet to an iron pin found; thence run North 39 degrees 37 minutes 23 seconds West for a distance of 121.41 feet to a PK nail found; thence run South 32 degrees 53 minutes 00 seconds West for a distance of 426.15 feet to an iron pin found; thence run South 33 degrees 20 minutes 44 seconds East for a distance of 234.73 feet to an iron pin found; thence run North 82 degrees 47 minutes 06 seconds West for a distance of 127.78 feet to an iron pin set; thence run North 27 degrees 36 minutes 12 seconds West for a distance of 363.84 feet to the Point of Beginning of the centerline of said easement; thence run North 26 degrees 42 minutes 06 seconds East along said centerline for a distance of 49.71 feet to a point on a curve to the left having a central angle of 76 degrees 13 minutes 00 seconds, a radius of 78.30 feet, and a chord bearing of North 11 degrees 24 minutes 24 seconds West; thence run in a Northwesterly direction along said centerline and also along the arc of said curve for a distance of 104.16 feet to a point; thence run North 49 degrees 30 minutes 54 seconds West along said centerline for a distance of 108.81 feet to a point; thence run North 58 degrees 11 minutes 07 seconds West along said centerline for a distance of 111.73 feet to a point; thence run North 53 degrees 36 minutes 54 seconds West along said center line for a distance of 48.80 feet to a point; thence run North 03 degrees 23 minutes 01 seconds West along said center line for a distance of 102.62 feet to a point; thence run North 06 degrees 41 minutes 49 seconds East along said center line for a distance of 179.39 feet to a point; thence run North 02 degrees 28 minutes 18 seconds East along said center line for a distance of 72.79 feet to a point; thence run North 03 degrees 53 minutes 19 seconds West along said center line for a distance of 72.71 feet to a point; thence run North 24 degrees 22 minutes 40 seconds West along said centerline for a distance of 128.60 feet to a point on a curve to the right having a central angle of 59 degrees 47 minutes 45 seconds, a radius of 106.88 feet, and a chord bearing of North 13 degrees 42 minutes 28 seconds East; thence run in a Northeasterly direction along said centerline and also along the arc of said curve for a distance of 111.54 feet to a point; thence run North 47 degrees 22 minutes 28 seconds East along said centerline for a distance of 24.23 feet more or less to the Southeast Right-of-Way line of Legacy Drive in Greystone Legacy 1st Sector as recorded in Map Book 26 on Page 79A in the Office of the Judge of Probate, Shelby County, Alabama and the end of said easement.

PARCELS I, II, III, AND IV ARE ALSO CONVEYED SUBJECT TO a 30 foot wide easement for ingress, egress, and utilities situated in the NE ¼ of the NE ¼ of Section 28, in Township 18 South, Range 1 West, Shelby County, Alabama, being 15 feet either side of the centerline of the easement dedicated and shown in Lots 1 and 2, Gilbert Family Estates Subdivision, as recorded in Map Book 49 on Page 21 in the Office of the Judge of Probate, Shelby County, Alabama.

PARCELS I, II, III, AND IV ARE ALSO CONVEYED SUBJECT TO easements for any utilities which currently extend across any one or more of Parcels I, II, III, and IV, and which serve or connect to the Gilbert Parcel, which shall be 15 feet in width and shall extend 7 ½ feet on either side of the line of any such utility, as presently constructed, for the benefit of the above excepted and described Gilbert Parcel and the owners, occupants, guests and invitees thereof, which easements shall be perpetual and shall bind and run with the land.

PARCELS I, II, III, AND IV ARE ALSO CONVEYED LESS AND EXCEPT AND DO NOT INCLUDE any portion of the Ingress-Egress Easement dedicated pursuant to the record map of Lots 1 & 2, Gilbert Family Estates Subdivision, as recorded in Map Book 49, Page 21, in the Office of the Judge of Probate of Shelby County, Alabama, which extends outside of the boundaries of the lands included within the description of Parcels I, II, III, and IV, as described hereinabove; and Grantee shall have no right or interest with respect to that portion of said Ingress-Egress Easement.



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EXHIBIT "B"
Permitted Encumbrances

1. Ad valorem taxes for the tax year 2021 and subsequent years, not yet due and payable.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages; it being the intention that Grantor hereby conveys to Grantee such title as Grantor has in the mineral, mining and other subsurface interests, if any, without warranty.
3. The interests of others in any part of the Property lying within any road right-of-way.
4. Restrictions appearing of record as Instrument No. 2001-10755.
5. Easement recorded as Instrument No. 1995-6008.
6. Right-of-way granted to Alabama Power Company recorded in Volume 138, Page 588, and Volume 246, Page 849.
7. Easement granted to Alabama Power Company recorded in Volume 351, Page 1, and Real 20, Page 888.
8. Right-of-way granted to South Central Bell Telephone Company recorded in Real 21, Page 312.
9. Matters of record in the Office of the Judge of Probate of Shelby County, Alabama.
10. Matters which would be disclosed by an accurate survey or inspection of the Property.
11. 30 foot wide easement for ingress, egress and utilities reserved for the benefit of the Gilbert Parcel as more particularly described on the immediately preceding **Exhibit A** attached to this Statutory Warranty Deed.
12. 15 foot wide easements for utilities reserved for the benefit of the Gilbert Parcel as more particularly described on the immediately preceding **Exhibit A** attached to this Statutory Warranty Deed.
13. Use restrictions for the benefit of the Gilbert Parcel described in that certain Statutory Warranty Deed recorded as Instrument No. 20200630000267650.
14. Easement granted to Roy W. Gilbert, Jr. and Judith L. Gilbert pursuant to that certain Reciprocal Limited Easement Agreement recorded as Instrument No. 20210129000048850.
15. The Conditional Obligation to Purchase and First Right to Negotiate Agreement executed and recorded simultaneously with the Statutory Warranty Deed recorded as Instrument No. 20200630000267650.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County, Alabama, County
Clerk
Shelby County, AL
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Alexis S. Boyd

