

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Deed of Trust Terms

This is a purchase money mortgage,
the proceeds of which have been
applied to the purchase price of
the property herein described.

Date: July 9, 2021

Grantor: Square Foot Holdings, LLC
Grantor's Mailing Address: 9870 Plano Road Suite 1
Dallas, Texas 75238

Trustee: Brandon P. Koonsman
Trustee's Mailing Address: P.O. Box 821834
North Richland Hills, Texas 76182

Lender: Barco Lending, LP
Lender's Mailing Address: P.O. Box 821834
North Richland Hills, Texas 76182

Obligation Note Date: July 9, 2021

Original Principal Amount: \$144,370.00 (One Hundred Forty Four Thousand Three Hundred Seventy and 00/100 Dollars)

Borrower: Square Foot Holdings, LLC

Lender: Barco Lending, LP

Maturity Date: January 9, 2022

Terms of Payment: As provided in the Note.

Renewal Option(s): As provided in the Note.

Other Debt: NONE

Property (including any improvements):

LEGAL DESCRIPTION: Lots 13 and 14, Block 77, according to the Survey of J.H. Dunstan's Map of the Town of Calera, Alabama in the Probate Office of Shelby County, Alabama.

Commonly Known As: 455 17TH Street, Calera, Alabama 35040

Together with the following personal property:

- All fixtures, supplies, building materials, and other goods of every nature now or hereafter located, used, or intended to be located or used on the Property;
- All plans and specifications for development of or construction of improvements on the Property;
- All contracts and subcontracts relating to the construction of improvements on the Property;
- All accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions relating to the Property;
- All permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property;
- All proceeds payable or to be payable under each policy of insurance relating to the Property; and
- All products and proceeds of the foregoing.

Notwithstanding any other provision in this deed of trust, the term "Property" does not include personal effects used primarily for personal, family, or household purposes.

In addition to creating a deed-of-trust lien on all the real and other property described above, Grantor also grants to Lender a security interest in all of the above-described personal property pursuant to and to the extent permitted by the Alabama Uniform Commercial Code.

Prior Lien: None.

Other Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in the deed to Grantor as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both.

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

Clauses and Covenants

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A. Grantor's Obligations

Grantor agrees to-

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Lender, at Grantor's expense, an insurance policy that-
 - a. liability insurance and worker's compensation insurance covering Grantor, the Property, and the operations on the Property against claims for bodily injury, death, or property damage on or around the Property;
 - b. property insurance against loss or damage by fire, storm, gas (if gas is used on the Property), and all other hazards under a standard all-risk extended coverage endorsement for an amount equal to the original amount of the Note and other debt secured by this deed of trust or the full insurable value of the Property, whichever is less, and also insuring against other risks including flood, if the Property is in a flood hazard area, and earthquake and mud slide, if requested by Lender;
 - c. while any improvements on the Property are under construction, (i) a builder's all-risk form insurance policy on a completed value basis, (ii) worker's compensation and general liability policies covering each contractor performing work on the Property, and (iii) policies of professional liability insurance carried by each architect, engineer, or other design professional performing work relating to the Property. Grantor agrees that all required insurance policies will (i) be issued by companies reasonably acceptable to Lender, (ii) be in a form acceptable to Lender, (iii) be endorsed to be payable to Lender as mortgagee insured and loss payee, and (iv) expressly prohibit cancellation or modification without ten days' written notice to Lender.
5. From time to time as Lender deems necessary to protect Lender's interest, Grantor will, on request of Lender, deliver to Lender, in such form as Lender directs, evidence that advances under the construction loan agreement or note were used for no other purpose than the purchase, rehabilitation, or maintenance of the property secured by this Deed of Trust. In addition, upon request of Lender, Grantor will provide proof of payments to contractors and/or subcontractors in a form acceptable to Lender.
6. comply at all times with the requirements of the 80 percent coinsurance clause;
7. deliver the insurance policy to Lender within ten days of the date of this deed of trust and deliver renewals to Lender at least fifteen days before expiration;
8. obey all laws, ordinances, and restrictive covenants applicable to the Property;
9. refrain from occupying the property (or allowing anyone to occupy the property) for any reason, including, but not limited to, using the property as a temporary residence or renting the property to a third party without the express written consent of Lender;
10. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and notify Lender of any change of address;

11. refrain from beginning any work, or allowing any contractor or subcontractor to begin work, and refrain from delivering materials or allowing any contractor or subcontractor from delivering any materials to the property secured by this Deed of Trust prior to written notification from Lender that this Deed of Trust has been recorded in the county records in which the property is located.

B. Lender's Rights

1. Lender or Lender's mortgage servicer may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the insurance policy either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the insurance proceeds available to Grantor for repairs.
4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
6. If there is a default on the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may-
 - a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
 - b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Alabama Property Code as then in effect; and
 - c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.
7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will-

1. either personally or by agent give notice of the foreclosure sale as required by the Alabama Property Code as then in effect;
2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

3. from the proceeds of the sale, pay, in this order-
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance.
4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. Grantor agrees to (a) keep at Grantor's address, or such other place as Lender may approve, accounts and records reflecting the operation of the Property and copies of all written contracts, leases, and other instruments that affect the Property; (b) prepare financial accounting records in compliance with generally accepted accounting principles consistently applied; and (c), at Lender's request from time to time, permit Lender to examine and make copies of such books, records, contracts, leases, and other instruments at any reasonable time.
2. Grantor agrees to deliver to Lender, at Lender's request from time to time, audited financial statements of Grantor and each guarantor of the Note prepared in accordance with generally accepted accounting principles consistently applied, in detail reasonably satisfactory to Lender and certified to be true and correct by the chief financial officer of Grantor.
3. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
4. Recitals in any trustee's deed conveying the Property will be presumed to be true.
5. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
6. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended, or part of the Property is released.
7. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
8. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
9. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment.

Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default with respect to the Obligation or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Obligation and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due with respect to the Obligation and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligation or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. ~~Lender may exercise~~ Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations with respect to the Obligation and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph and acting under this paragraph does not waive any of Lender's other rights or remedies.

10. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Alabama law.
11. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
12. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
13. When the context requires, singular nouns and pronouns include the plural.
14. The term Note includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.
15. Grantor represents to Lender that no part of the Property is exempt as homestead from forced sale under the Alabama Constitution or other laws.
16. Grantor warrants to Lender and agrees that the proceeds of the Note will be used primarily for business or commercial purposes and not primarily for personal, family, or household purposes.
17. Grantor agrees to furnish on Lender's request evidence satisfactory to Lender that all taxes and assessments on the Property have been paid when due.
18. Lender may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default if Grantor transfers any of the Property to a person who is not a permitted transferee without Lender's consent or, if Grantor is not a natural person, if any person owning a direct or indirect interest in Grantor transfers such interest to a person that is not a "permitted transferee" without Lender's consent. "Permitted transferee" for a natural person means that person's spouse or children, any trust for that person's benefit or the benefit of the person's spouse or children, or any corporation,
19. partnership, or limited liability company in which the direct and beneficial owner of all the equity interest is a natural person or that person's spouse or children or any trust for the benefit of them; and the heirs,

beneficiaries, executors, administrators, or personal representatives of a natural person on the death of that person or on the incompetency or disability of that person for purposes of the protection and management of that person's assets; and for a person that is not a natural person, any other person controlling, controlled by, or under common control with that person.

20. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
21. If Grantor and Borrower are not the same person, the term Grantor includes Borrower.
22. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
23. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
24. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
25. The term Lender includes any mortgage servicer for Lender.
26. Grantor represents that this deed of trust and the Note are given for the following purposes:

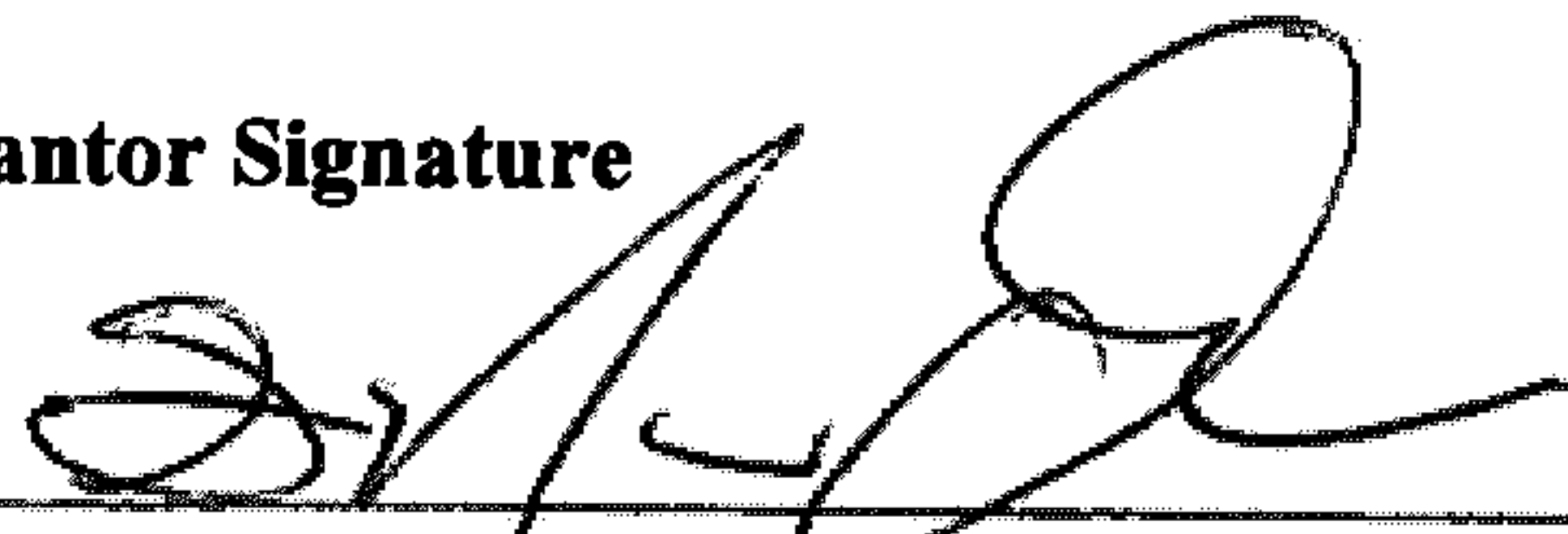
Grantor expressly acknowledges a vendor's lien on the Property as security for the Note secured by this deed of trust, which represents funds advanced by Lender at Grantor's request and used in payment of the purchase price of the Property. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to enforce either of the liens without waiving the other or may enforce both.

E. Construction Loan Mortgage

1. This deed of trust is a "construction mortgage" within the meaning of section Section 9.334 of the Texas Business and Commerce Code. The liens and security interests created and granted by this deed of trust secure an obligation incurred for the construction of improvements on land, including the acquisition cost of the land.
2. Grantor agrees to comply with the covenants and conditions of the construction loan agreement, if any, executed in connection with the Note and this deed of trust. All advances made by Lender under the construction loan agreement or note will be indebtedness of Grantor secured by the liens created by this deed of trust, and such advances are conditioned as provided in the construction loan agreement.
3. All amounts disbursed by Lender before completion of the improvements to protect the security of this deed of trust up to the principal amount of the Note will be treated as disbursements under the construction loan agreement or note. All such amounts will bear interest from the date of disbursement at the rate stated in the Note, unless collections from Grantor of interest at that rate would be contrary to applicable law, in which event such amounts will bear interest at the rate stated in the Note for matured, unpaid amounts and will be payable on notice from Lender to Grantor requesting payment.

4. From time to time as Lender deems necessary to protect Lender's interests, Grantor will, on request of Lender, execute and deliver to Lender, in such form as Lender directs, assignments of any and all rights or claims that relate to the construction of improvements on the Property.
5. In case of breach by Grantor of the covenants and conditions of the construction loan agreement or note, Lender, at its option, with or without entry on the Property, may (a) invoke any of the rights or remedies provided in the construction loan agreement or note, (b) accelerate the amounts secured by this deed of trust and invoke the remedies provided in this deed of trust, or (c) do both.
6. If, after commencement of amortization of the Note, the Note and this deed of trust are sold by Lender, after the sale the construction loan agreement will cease to be a part of this deed of trust, and Grantor will not assert any right of setoff, counterclaim, or other claim or defense arising out of or in connection with the construction loan agreement against the obligations of the Note and this deed of trust.

Grantor Signature


 S. Nathan Oddo, Managing Member

Acknowledgement

STATE OF ALABAMA

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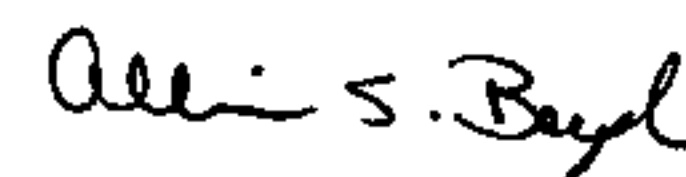
COUNTY OF Shelby

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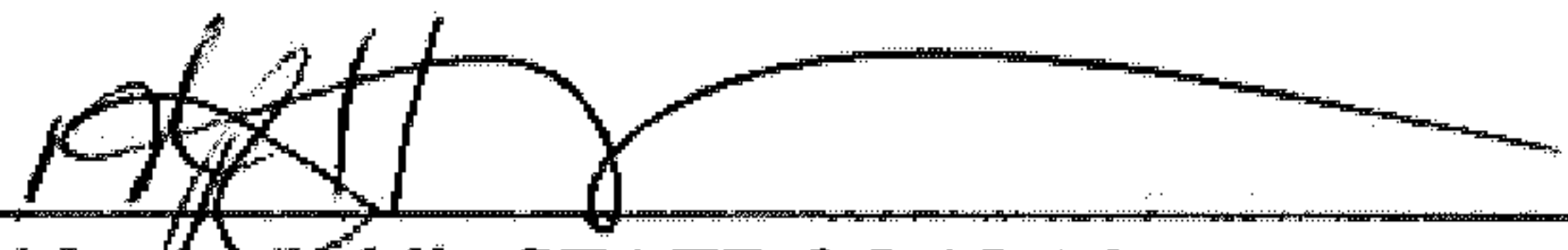


Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
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Before me, personally appeared S. Nathan Oddo on this day for Square Foot Holdings, LLC proved to me through AL Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Square Foot Holdings, LLC executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of July, 2021.


 Notary Public STATE OF ALABAMA

My Commission Expires
 March 8, 2023

MELLODY HAYNES
 Notary Public
 Alabama State at Large

AFTER RECORDING RETURN TO:

Barco Lending, LP
 P.O. Box 821834
 NORTH RICHLAND HILLS, TX 76182
 TEL: (817) 921.1472

