

THIS AGREEMENT PREPARED BY:
Lindan J. Hill, Esq.
GORDON, DANA & GILMORE, LLC
600 University Park Place, Suite 100
Birmingham, AL 35209

STATE OF ALABAMA
COUNTY OF SHELBY

JOINDER TO MORTGAGE AND ABSOLUTE ASSIGNMENT OF RENTS

This JOINDER TO MORTGAGE ("Joinder Agreement"), dated as of September 8, 2021 is made by **E-Tap, LLC**, an Alabama limited liability company, with an address of 1252 County Road 800, Calera, AL 35040 (the "Joining Mortgagor"), and delivered to **ANDERSON FAMILY TRUST an undivided 13.77% interest; CRF COMMERCIAL BRIDGE FUND II, LLC an undivided 17.35% interest; AMAL ABDOU an undivided 6.89% interest; KRISTY L. EDWARDS an undivided 11.02% interest; SUNWEST TRUST FBO PETER BRENN IRA an undivided 6.89% interest; SUNWEST TRUST FBO TIMM DELEHANTY IRA an undivided 13.77% interest; THE YARMAN FAMILY TRUST an undivided 6.89% interest; MARC ANDREW BABCOCK an undivided 2.75% interest; PAUL MYCHALOWYCH an undivided 5.65% interest; SUNWEST TRUST FBO PAUL MYCHALOWYCH IRA an undivided 8.13% interest; and, WAFIK ABDOU MD INC. PSP an undivided 6.89% interest ("Lender")** via delivery to COPPER RIVER FUNDING, LLC, acting as Mortgagee's administrative agent, with an address of 1070 Riverwalk Drive, Suite 257, Idaho Falls, ID 83402 ("Lender") in connection with that certain Mortgage recorded in Instrument No. 20171109000407080 on November 9, 2017 in the Probate Office of Shelby County, Alabama and dated as of the 9th day of November, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Mortgage;" capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Mortgage) made by and between S & W REAL ESTATE, L.L.C., an Alabama general partnership (the "Borrower") and Lender along with that certain Absolute Assignment of Rents recorded in Instrument No.: 20171109000407090 on November 9, 2017 in the Probate Office of Shelby County, Alabama ("Absolute Assignment of Rents").

WHEREAS, title to real property as identified and described on attached Exhibit A (the "Collateral") has been transferred by Borrower to Joining Mortgagor (the "Transfer"); and

WHEREAS, the Collateral forms a part of the Mortgaged Property (as defined in the Mortgage); and

WHEREAS, as a condition of Lender's consent to the Transfer of the Collateral, the Joining Mortgagor has agreed to become an Obligor of the Loan pursuant to that certain Assignment and Assumption Agreement executed by and between Joining Mortgagor and Lender (the "Assignment and Assumption") and be joined as a party to the Mortgage; and

WHEREAS, this Joinder Agreement supplements the Mortgage;

WHEREAS, this Joinder Agreement supplements the Absolute Assignment of Rents; and

WHEREAS, the Joining Mortgagor will materially benefit directly and indirectly from the loan made available and to be made available to the Borrower by the Lender.

NOW THEREFORE, the Joining Mortgagor hereby agrees as follows with the Lender:

1. **Joinder.** The Joining Mortgagor hereby irrevocably, absolutely and unconditionally becomes a party to the Mortgage in the same capacity as Borrower in connection with the Collateral and agrees to be bound by all the terms, conditions, covenants, obligations, liabilities and undertakings of Borrower or to which Borrower is subject thereunder, all with the same force and effect as if the Joining Mortgagor were a signatory to the Mortgage and Absolute Assignment of Rents. Without limiting the generality of the foregoing, the Joining Mortgagor hereby pledges and grants to the Lender, as security for the payment and performance in full of all the Obligations (as defined in the Assumption and Assignment), a lien on and security interest in and to all of its right, title and interest in, to and under the Collateral and expressly assumes all obligations and liabilities of Borrower and Joining Mortgagor under the Mortgage and Absolute Assignment of Rents in connection with the Collateral.

2. **Affirmations.** The Joining Mortgagor hereby makes each of the representations and warranties and agrees to each of the covenants applicable to the Borrower contained in the Mortgage in connection with the Collateral. The Joining Mortgagor also represents and warrants to Lender that (a) it has the company power and authority, and the legal right, to make, deliver and perform this Joinder Agreement and has taken all necessary company action to authorize the execution, delivery and performance of this Joinder Agreement, (b) no consent or authorization of, filing with, notice to or other act by or in respect of, any governmental authority or any other person is required in connection with the execution, delivery and performance, validity or enforceability of this Joinder Agreement, (c) this Joinder Agreement has been duly executed and delivered on behalf of the Joining Mortgagor and (d) this Joinder Agreement constitutes a legal, valid and binding obligation of the Joining Mortgagor enforceable against such Joining Mortgagor in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

3. **Severability.** The provisions of this Joinder Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, but this Joinder Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

4. **Counterparts.** This Joinder Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

5. **Delivery.** The Joining Mortgagor hereby irrevocably waives notice of acceptance of this Joinder Agreement and acknowledges that the indebtedness evidenced by the Loan is incurred, and credit extensions under the Loan Documents are made and maintained, in reliance on this Joinder Agreement and the Joining Mortgagor's joinder as a party to the Mortgage and Absolute Assignment of Rents as herein provided.

6. **Governing Law; Venue; Waiver of Jury Trial.** This Joinder Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Joinder Agreement [or any other loan document executed in connection with the indebtedness secured by the Mortgage and Absolute Assignment of Rents] and the transactions

contemplated hereby and thereby shall be governed by and construed in accordance with the laws of Alabama. The provisions of Section 3.7 of the Mortgage are hereby incorporated by reference as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS JOINDER AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE BY THEIR RESPECTIVE OFFICERS THEREUNTO DULY AUTHORIZED.

E-Tap, LLC, an Alabama limited liability company

By: Tammie Hatch

Name: Tammie Hatch

Its: Member and Manager

AGREED TO AND ACCEPTED:

Copper River Funding, LLC, as
Administrative Agent for Lender

By: _____

Name: Craig T. Gaudio

Its: CEO

STATE OF Alabama
COUNTY OF Chilton

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Tammie Hatch, whose name as Member and Manager of **E-Tap, LLC**, an Alabama limited liability company, is signed to the foregoing Instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Instrument, she executed the same in said capacity and with full authority, and as the act of said company.

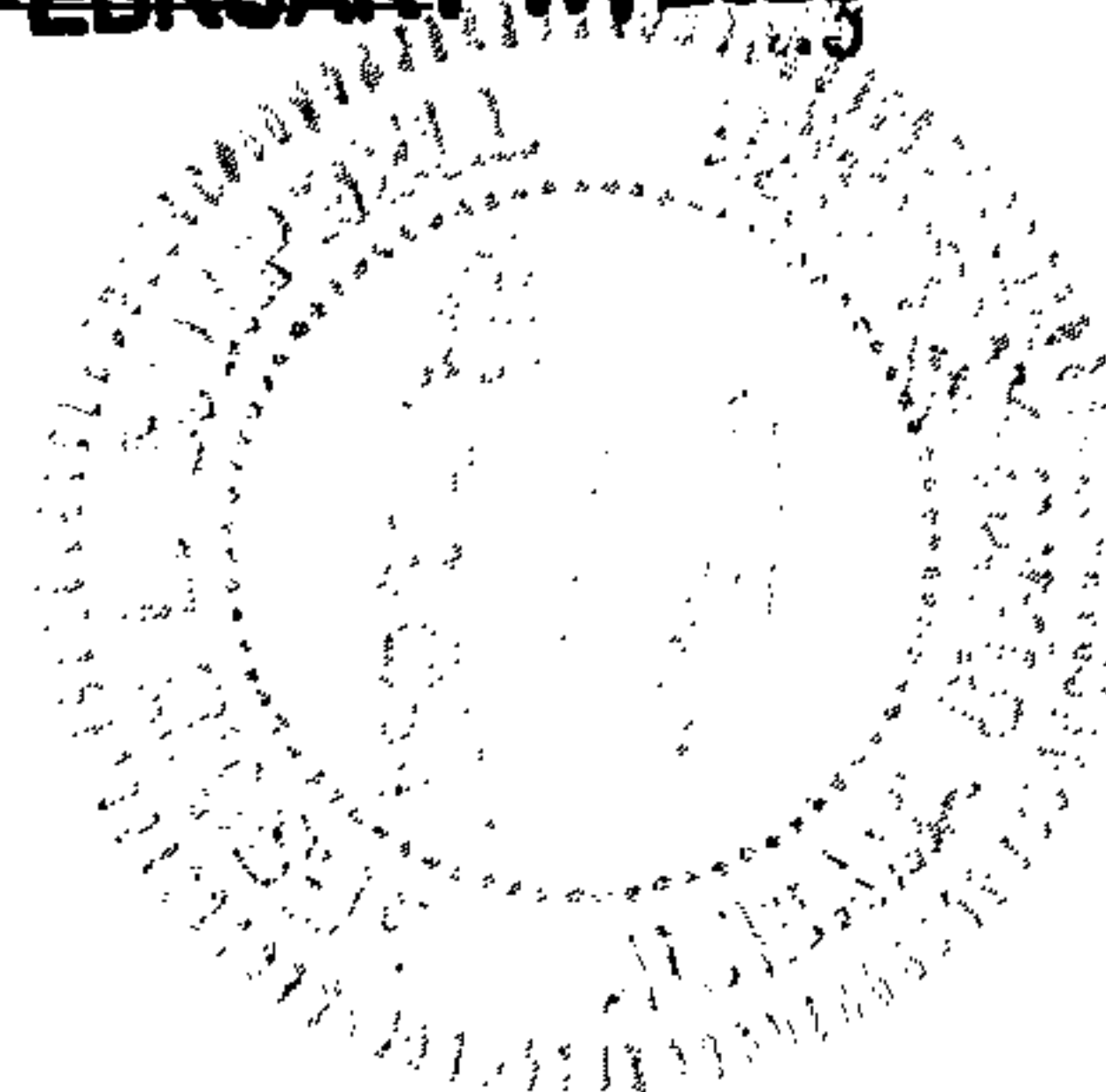
Given under my hand and official seal this 2nd day of September, 2021.

Bessie L. Campbell

NOTARY PUBLIC

My Commission Expires:

**MY COMMISSION
EXPIRES FEBRUARY 17, 2025**



IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS JOINDER AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE BY THEIR RESPECTIVE OFFICERS THEREUNTO DULY AUTHORIZED.

E-Tap, LLC, an Alabama limited liability company

By: _____
Name: Tammie Hatch
Its: Member and Manager

AGREED TO AND ACCEPTED:

Copper River Funding, LLC, as
Administrative Agent for Lender

By: _____
Name: Craig T. Gaudio
Its: CEO

STATE OF _____
COUNTY OF _____

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Tammie Hatch, whose name as Member and Manager of **E-Tap, LLC**, an Alabama limited liability company, is signed to the foregoing Instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Instrument, she executed the same in said capacity and will full authority, and as the act of said company.

Given under my hand and official seal this _____ day of _____, 2021.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF ID
COUNTY OF Bonneville

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Craig T. Gaudio, whose name as CEO of **Copper River Funding, LLC acting as the Mortgagee's administrative agent**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 1st day of September, 2021.

Ethel Jane Presley
NOTARY PUBLIC
My Commission Expires: 8/8/2025

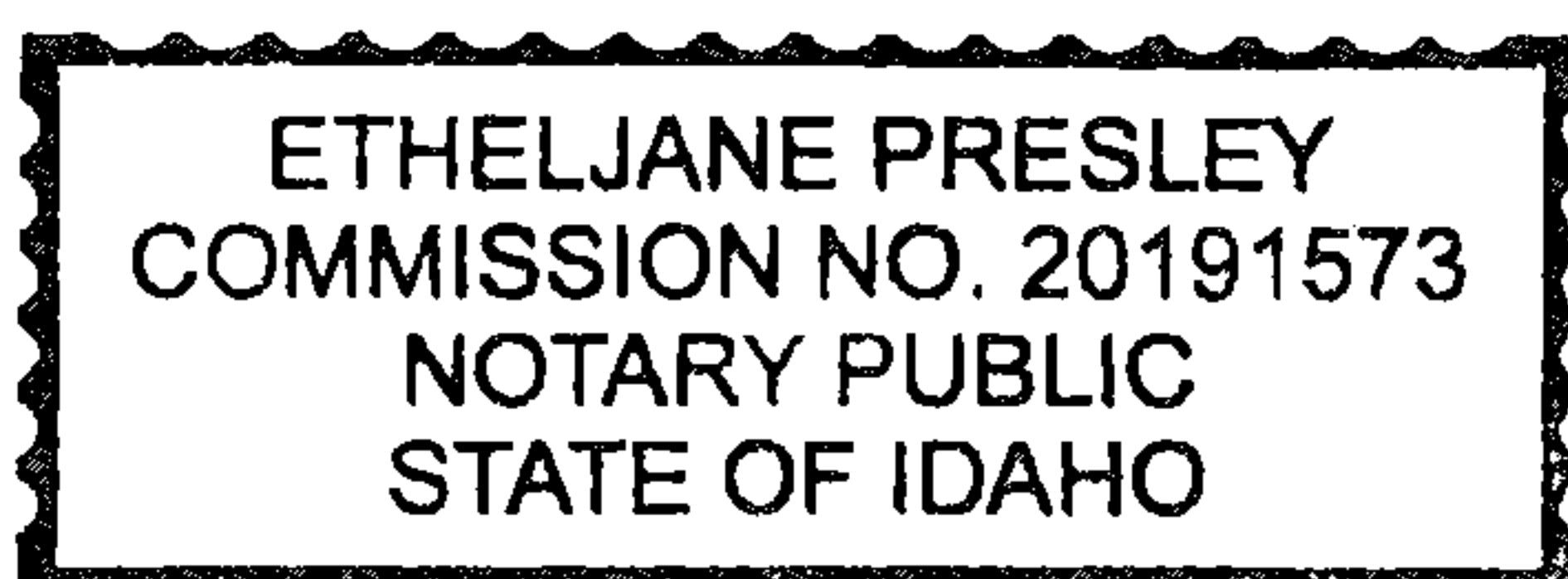


EXHIBIT A

TRACT 1: SHELBY COUNTY, ALABAMA

A PORTION OF LOT 32, BLOCK 19, OF THE ORIGINAL MAP OF MONTEVALLO IN THE SE ¼ OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 3 WEST, IN SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWEST SIDE OF THE NORTH BOUNDARY STREET WITH THE SOUTHEAST SIDE OF MAIN STREET: THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE LINE OF MAIN STREET FOR A DISTANCE OF 171.11 FEET TO A POINT OF BEGINNING OF THE LAND HEREBY CONVEYED; THENCE TURN LEFT 90 DEGREES 00 MINUTES IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 125 FEET; THENCE TURN RIGHT 90 DEGREES 00 MINUTES IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 50 FEET; THENCE TURN RIGHT 90 DEGREES 00 MINUTES IN A NORTHWESTERLY DIRECTION TO THE LINE OF MAIN STREET FOR A DISTANCE OF 125 FEET; THENCE TURN RIGHT ALONG THE LINE OF MAIN STREET FOR A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING AND UPON WHICH THERE IS SITUATED PARTS OF A BRICK BUILDING FORMERLY OWNED BY GEORGE KROELL; SAID LAND BEING A PORTION OF LOT NO. 32, ACCORDING TO THE ORIGINAL PLAN OF THE TOWN OF MONTEVALLO, ALABAMA, BEING THE SAME PROPERTY DESCRIBED IN DEED OF JA BROWN AND WIFE, ANNIE JO BROWN, TO N. JOE KLOTZMAN, DATED APRIL 30, 1948, RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, IN DEED BOOK 132 PAGE 246. BEING SITUATED IN SHELBY COUNTY, ALABAMA.

EASEMENT I: AN EASEMENT APPURTENANT FOR INGRESS AND EGRESS IS GRANTED OVER A PART OF LOT 32, BLOCK 19 ACCORDING TO THE ORIGINAL PLAN OF THE TOWN OF MONTEVALLO, IN THE SE ¼ OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SE CORNER OF THE ABOVE DESCRIBED PROPERTY, AS THE POINT OF BEGINNING, PROCEED NORTHEASTERLY ALONG THE SE LINE OF SAID PROPERTY FOR A DISTANCE OF 10 FEET; THENCE TURN RIGHT AND RUN SOUTHEASTERLY AND PARALLEL TO THE SW LINE OF SAID LOT 32 FOR A DISTANCE OF 175 FEET, MORE OR LESS, TO THE NW RIGHT OF WAY OF ISLAND STREET; THENCE RUN SOUTHWESTERLY ALONG SAID ISLAND STREET RIGHT OF WAY FOR 10 FEET TO THE SE CORNER OF SAID LOT 32; THENCE RUN NORTHWESTERLY ALONG THE SW BOUNDARY OF SAID LOT 32 BACK TO THE POINT OF BEGINNING, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

EASEMENT II: AN EASEMENT APPURTENANT FOR SEWER AND UNDERGROUND UTILITY USAGE ONLY, WHICH SUPPLEMENTS EASEMENT I HEREIN GRANTED BY SAID GRANTORS TO SAID GRANTEE, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF LOT 32, BLOCK 19 ACCORDING TO THE ORIGINAL PLAN OF THE TOWN OF MONTEVALLO, IN THE SE ¼ OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SE CORNER OF THE ABOVE DESCRIBED PROPERTY, AS THE POINT OF BEGINNING, PROCEED NORTHEASTERLY ALONG THE SE LINE OF SAID PROPERTY FOR A DISTANCE OF 10 FEET; THENCE TURN RIGHT AND RUN SOUTHEASTERLY AND PARALLEL TO THE SW LINE OF

SAID LOT 32 FOR A DISTANCE OF 175 FEET, MORE OR LESS, TO THE NW RIGHT-OF-WAY OF ISLAND STREET; THENCE RUN SOUTHWESTERLY ALONG SAID ISLAND STREET RIGHT OF WAY FOR 10 FEET TO THE SE CORNER OF SAID LOT 32; THENCE RUN NORTHWESTERLY ALONG THE SW BOUNDARY OF SAID LOT 32 BACK TO THE POINT OF BEGINNING, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TRACT 3: SHELBY COUNTY, ALABAMA

PARCEL II:

COMMENCE AT THE NW CORNER OF THE NE $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ SECTION A DISTANCE OF 1238.19 FEET TO THE SOUTH R.O.W. LINE OF ALABAMA STATE HIGHWAY 70; THENCE TURN AN ANGLE OF 99 DEGREES 12 MINUTES TO THE LEFT AND RUN ALONG SAID R.O.W. LINE A DISTANCE OF 657.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE IN THE SAME DIRECTION ALONG SAID R.O.W. LINE A DISTANCE OF 105.00 FEET; THENCE TURN AN ANGLE OF 100 DEGREES 49 MINUTES TO THE RIGHT AND RUN A DISTANCE OF 186.80 FEET; THENCE TURN AN ANGLE OF 83 DEGREES 45 MINUTES TO THE RIGHT AND RUN A DISTANCE OF 103.42 FEET; THENCE TURN AN ANGLE OF 96 DEGREES 15 MINUTES TO THE RIGHT AND RUN A DISTANCE OF 178.40 FEET TO THE POINT OF BEGINNING. SITUATED IN THE E $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

TRACT 4: SHELBY COUNTY, ALABAMA

A PARCEL OF LAND IN THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 2 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF TRACTS OF THE CSX TRANSPORTATION RAILROAD MAIN LINE AND THE NORTHFOLK SOUTHERN RAILROAD MAIN LINE IN THE TOWN OF CALERA, ALABAMA AND RUN THENCE WESTERLY ALONG THE CENTERLINE OF SAID NORTHFOLK SOUTHERN TRACT A DISTANCE OF 559.51 FEET TO THE INTERSECTION OF SAID TRACT WITH THE CENTERLINE OF HIGHWAY NO. 31; THENCE TURN 119 DEGREES 59 MINUTES 40 SECONDS RIGHT AND RUN NORTHERLY ALONG THE CENTERLINE OF SAID HIGHWAY 31 A DISTANCE OF 645.19 FEET TO A POINT; THENCE TURN 89 DEGREES 59 MINUTES 44 SECONDS RIGHT AND RUN EASTERLY A DISTANCE OF 39.83 FEET TO A STEEL PIN CORNER AND THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 173.03 FEET TO A STEEL PIN CORNER ON THE WEST RIGHT OF WAY LINE OF THE CSX RAILROAD SPUR LING RIGHT OF WAY IN A CURVE TO THE LEFT; THENCE TURN 114 DEGREES 59 MINUTES 06 SECONDS RIGHT TO CHORD AND RUN SOUTHWESTERLY ALONG THE CHORD OF SAID CURVE A CHORD DISTANCE OF 235.00 FEET TO A STEEL PIN CORNER ON THE SAME SAID WEST LINE OF SAME SAID RIGHT OF WAY THENCE TURN 60 DEGREES 11 MINUTES 13 SECONDS RIGHT FROM CHORD AND RUN WESTERLY A DISTANCE OF 81.55 FEET TO A STEEL PIN CORNER OF THE EAST MARGIN OF HIGHWAY NO. 31; THENCE TURN 96 DEGREES 46 MINUTES 49 SECONDS RIGHT AND RUN NORTHERLY ALONG SAID MARGIN OF SAID HIGHWAY A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TRACT 6: SHELBY COUNTY, ALABAMA

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; THENCE NORTH 75 DEGREES 48 MINUTES 41 SECONDS WEST A DISTANCE OF 2079.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS WEST A DISTANCE OF 106.56 FEET TO THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY 31; THENCE NORTH 23 DEGREES 11 MINUTES 7 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 130.39 FEET; THENCE NORTH 27 DEGREES 0 MINUTES 43 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 160.85 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 13 SECONDS EAST AND LEAVING SAID RIGHT OF WAY A DISTANCE OF 230.94 FEET; THENCE SOUTH 0 DEGREES 0 MINUTES 7 SECONDS EAST A DISTANCE OF 263.28 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/09/2021 09:16:12 AM
\$60.00 JOANN
20210909000438870

Allen S. Bayl