

STATE OF ALABAMA)

COUNTIES OF SHELBY)



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Shelby Cnty Judge of Probate, AL
09/27/2021 12:14:25 PM FILED/CERT

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

This Cross Collateralization and Cross-Default Agreement (the "Agreement"), dated effective for all purposes as of September 16, 2021, is made and entered into by and among **ARTER J. BLACKBURN, III** a/k/a Arter J. Blackburn, **MICHELE LYNN BLACKBURN** a/k/a Michele L. Blackburn (jointly and severally, the "Borrowers"), and **ALABAMA FARM CREDIT, ACA**, for itself and as agent/nominee for others, being a federally chartered instrumentality that is part of the Farm Credit System, and affiliated institutions include, but are not limited to, Federal Land Bank Association of North Alabama, FLCA, Federal Land Bank Association of North Alabama, PCA, Alabama Farm Credit, FLCA and/or Alabama Farm Credit, PCA, or their respective successors or assigns (jointly and severally, the "Lender").

RECITALS:

A. On May 27, 2016, the Borrowers entered into that certain Promissory Note in favor of the Lender in the original principal amount of One Hundred Eighty Two Thousand Seven Hundred Fifty and No/100 Dollars (\$182,750.00) ("Note 1"), which has been assigned Loan 938322 and is secured by, among other things, that certain Mortgage (With Future Advance Clause) from the Borrowers in favor of the Lender of even date therewith, and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20160603000192440 on June 3, 2016 ("Mortgage 1").

B. On October 11, 2019, the Borrowers entered into that certain Promissory Note in favor of the Lender in the original principal amount of One Hundred Forty Three Thousand Two Hundred Ninety Five and No/100 Dollars (\$143,295.00) ("Note 2"), which has been assigned Loan 5351750 and is secured by, among other things, that certain Mortgage (With Future Advance Clause) from the Borrowers in favor of the Lender of even date therewith, and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20191014000377100 on October 14, 2019 ("Mortgage 2").

C. Simultaneously with the execution hereof, the Borrowers have entered into that certain Promissory Note in favor of the Lender in the original principal amount of Fifty Seven Thousand and No/100 Dollars (\$57,000.00) ("Note 3"), which has been assigned Loan 5876160 and is secured by, among other things, that certain UCC-1 Financing Statement from the Borrowers, as Debtors, in favor of the Lender, as Secured Party, recorded in the Office of the Secretary of State of Alabama as filing number 21-7563634 ("Financing Statement 1").

D. Note 1, Note 2 and Note 3, as the same have been or may be amended, restated, modified or renewed from time to time, are hereinafter sometimes referred to collectively herein as

the "Notes". Mortgage 1 and Mortgage 2, as the same may be amended, restated, modified or renewed from time to time, whether one or more, are hereinafter sometimes referred to as the "Mortgages". Financing Statement 1, as the same has been or may be amended or continued from time to time, are hereinafter sometimes referred to, whether one or more, as the "Financing Statements". The Mortgages, the Financing Statements and any and all other liens, titles, mortgages, deed of trusts, security interests, financing statements or other encumbrances now or hereafter executed and/or delivered by any or all of the Borrowers in connection with the loans evidenced by the Notes, as the same have been or may be amended, restated, modified, continued or renewed from time to time, are hereinafter sometimes referred to collectively as the "Collateral Documents". The Notes, the Collateral Documents and any and all other documents, instruments, security agreements, assignments, certificates and agreements now or hereafter executed and/or delivered by any or all of the Borrowers in connection with the loans evidenced by the Notes, as the same may be amended, restated, modified or renewed from time to time, are hereinafter sometimes referred to collectively herein as the "Loan Documents".

E. The undersigned have agreed that the Loan Documents should be cross-collateralized, such that the real and personal property and other collateral described in each of the Collateral Documents shall serve as collateral for each of the Borrowers' respective obligations under the Loan Documents and that the Borrowers' failure to perform their respective obligations under any one (1) or more of the Loan Documents shall constitute a default with respect to all of the Loan Documents.

AGREEMENT:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. The Recitals set forth above are true and correct, are made a part hereof and incorporated herein by reference.

2. Borrowers and Lender hereby acknowledge and agree that, notwithstanding any provision of the Loan Documents to the contrary, all of the real and personal property and other collateral described in any or all of the Collateral Documents shall secure any and all obligations of any or all of the Borrowers to the Lender as evidenced by the Loan Documents and that any proceeds of any such collateral may be applied to any such obligations as the Lender may determine in their sole and absolute discretion.

3. Borrowers and Lender hereby further acknowledge and agree that, notwithstanding any provision of the Loan Documents to the contrary, any default in payment or other breach by any or all of the Borrowers under any or all of the Loan Documents shall constitute a default under each of the Loan Documents and shall entitle the Lender to pursue any and all remedies set forth therein.

4. This Agreement does not constitute an accord and satisfaction, the creation of a new debt or the extinguishment of the debt evidenced by any of the Notes, nor will it in any way affect or impair the lien and security interest created and evidenced by any of the Collateral Documents. The undersigned hereby agree that the liens and security interests created by virtue of the Collateral

Documents shall continue to be in full force and effect, unaffected and unimpaired by this Agreement and that such liens and security interests shall so continue in their respective priorities until the debt secured by each of the Notes is fully discharged. Nothing contained herein shall be construed to be a novation of any of the Loan Documents or to alter or affect the priority of the title, lien, security interest or encumbrance created by the Collateral Documents, it being the expressly declared intention of the parties that no novation of the Loan Documents be created hereby.

5. Nothing herein contained shall be construed to satisfy or impair any of the obligations, liabilities or indebtedness of any or all of the Borrowers arising under or by virtue of any of the Loan Documents; to the contrary, the Borrowers hereby covenant and agree that the Loan Documents as modified and amended hereby shall be and remain in full force and effect. As an inducement for the Lender to enter into this Agreement, the Borrowers hereby further covenant, warrant and represent unto the Lender that the Loan Documents as modified and amended hereby are and shall be and remain the legal, valid and binding obligation of the Borrowers enforceable in accordance with their respective terms, and Borrowers further covenant, warrant and represent unto the Lender that the Collateral Documents are and shall be and remain legal, valid, binding and enforceable liens in their respective priorities upon the real estate more particularly described therein, free and clear of any and all liens and encumbrances whatsoever except for ad valorem taxes for the current year which are not yet due and payable and any other encumbrances which were disclosed to and approved by the Lender, respectively, at the time of the consummation of the loans evidenced by the Notes and secured by the Collateral Documents or otherwise permitted by the Loan Documents or consented to by the Lender, as applicable. Borrowers further covenant, warrant and represent unto the Lender that so far as they know, they have not committed or suffered to exist any default under the terms and provisions of the Loan Documents.

6. Except as expressly set forth herein, all other terms of the loans evidenced by the Notes and secured by the Collateral Documents shall remain in full force and effect and unmodified and the Loan Documents, as amended hereby, are hereby ratified, confirmed and approved in all respects and shall continue to be secured by, among other things, the Collateral Documents.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereof and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

[EXECUTION ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed effective as of the day and year first above written.

BORROWERS:

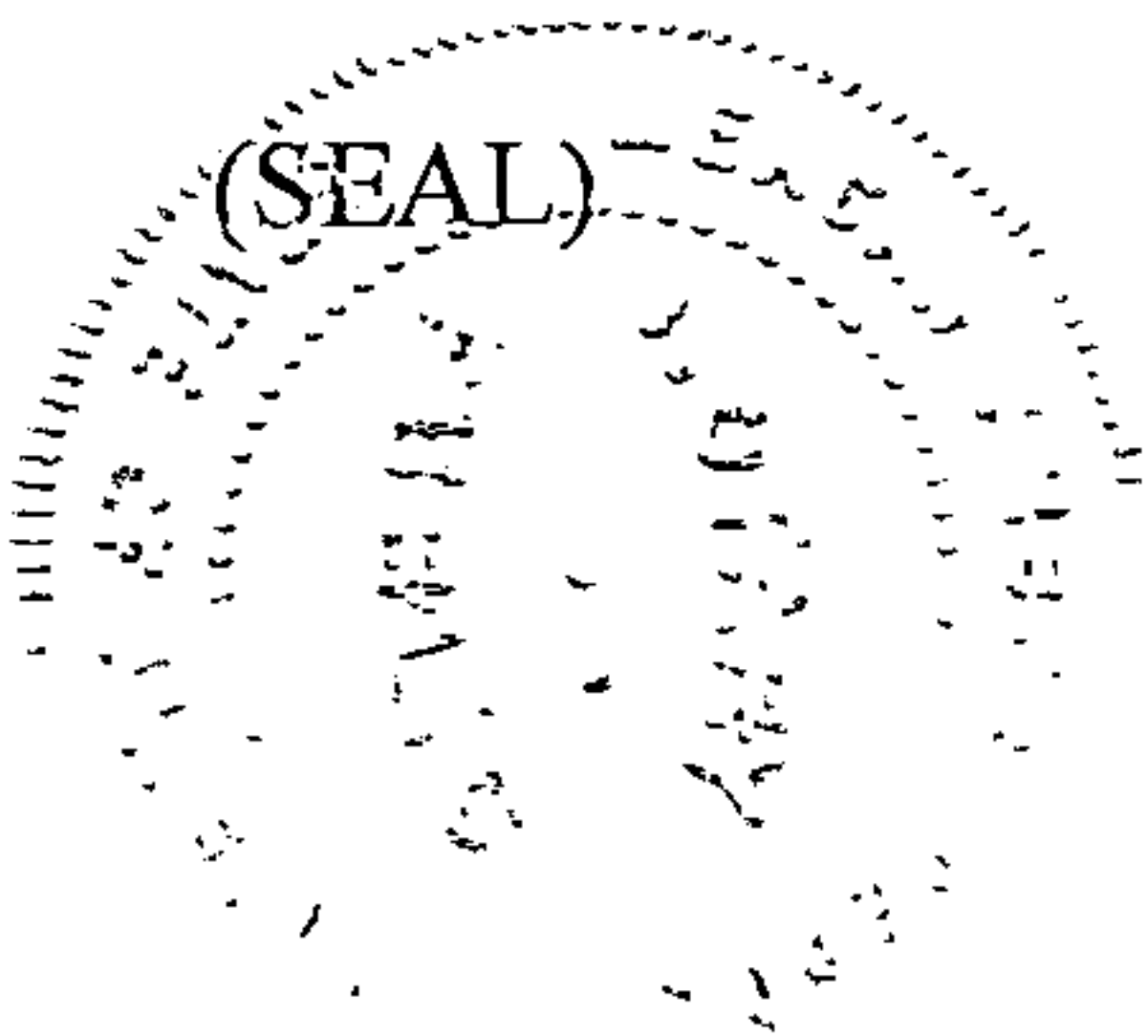
Arter J. Blackburn III
ARTER J. BLACKBURN, III

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **ARTER J. BLACKBURN, III**, whose name 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 above and foregoing instrument, he executed the same voluntarily on the date of this acknowledgment.

Given under my hand this the 16th day of September, 2021.



Megan Amber Wedge
Notary Public
My commission expires: 8/26/2025

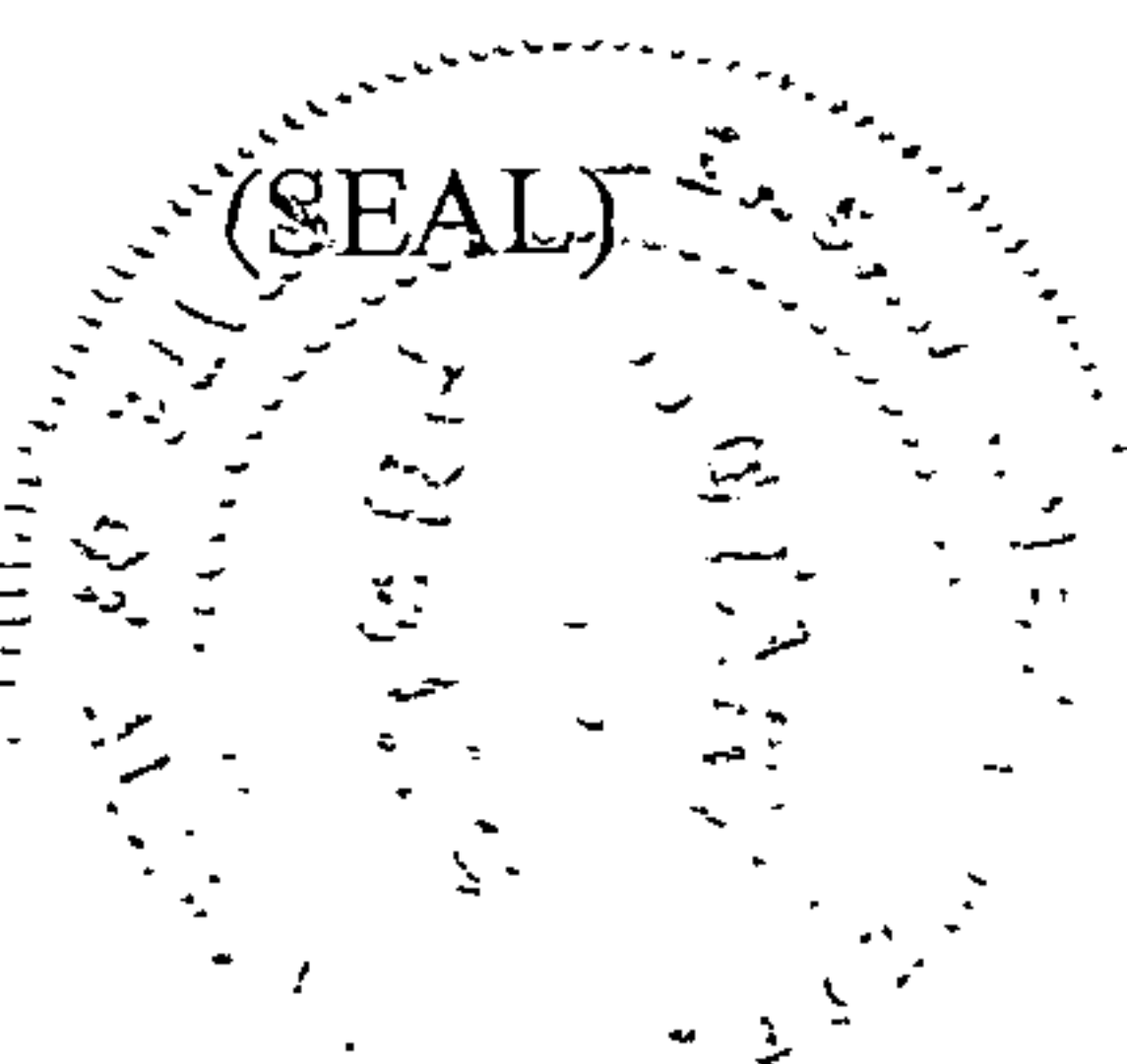
Michele Lynn Blackburn
MICHELE LYNN BLACKBURN

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **MICHELE LYNN BLACKBURN**, whose name 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 above and foregoing instrument, she executed the same voluntarily on the date of this acknowledgment.

Given under my hand this the 16th day of September, 2021.



Megan Amber Wedge
Notary Public
My commission expires: 8/26/2025



LENDER:

ALABAMA FARM CREDIT, ACA,
a federally chartered instrumentality that
is part of the Farm Credit System

By: Karlee Tucker
Karlee Tucker
Its Loan Officer

STATE OF ALABAMA)

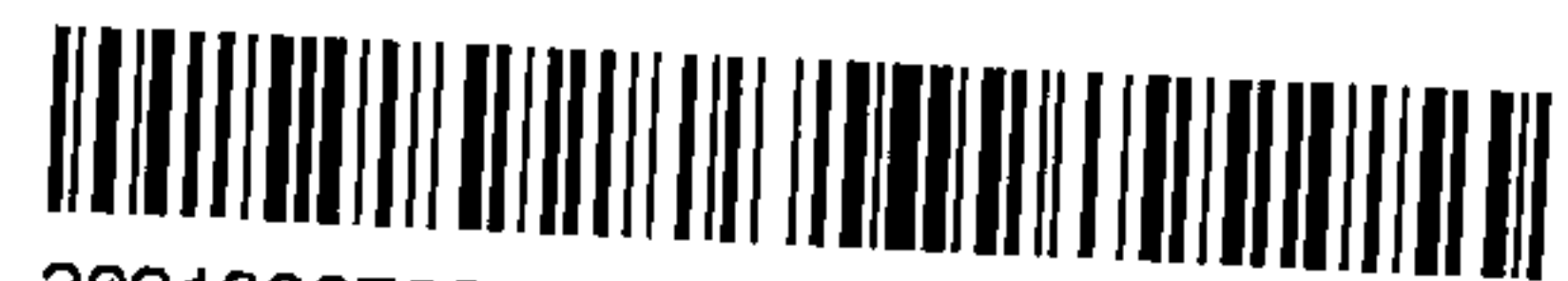
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Karlee Tucker, whose name as Loan Officer of **ALABAMA FARM CREDIT, ACA**, a federally chartered instrumentality that is part of the Farm Credit System, 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 said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said instrumentality.

Given under my hand this the 11th day of September, 2021.

(SEAL)

Meagan Amber Wedge
Notary Public
My commission expires: 8/26/2025



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Shelby Cnty Judge of Probate, AL
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