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**Prepared By, And After
Recording Return To:**
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STATE OF ALABAMA)
 :
SHELBY COUNTY)

**MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS IS A FUTURE ADVANCE MORTGAGE

THIS INSTRUMENT IS BEING FILED AS AND SHALL CONSTITUTE A MORTGAGE AND A FINANCING STATEMENT FILED AS A FIXTURE FILING IN ACCORDANCE WITH ALABAMA CODE SECTION 7-9A-502 AND SHOULD BE CROSS-INDEXED IN THE INDEX OF FIXTURE FILINGS. DEBTOR IS THE RECORD OWNER OF THE PROPERTY DESCRIBED HEREIN. THE NAMES AND ADDRESSES OF DEBTOR ("MORTGAGOR" HEREIN) AND THE SECURED PARTY ("LENDER" HEREIN) ARE SET FORTH IN THE FIRST PARAGRAPH OF THE MORTGAGE.

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Security Instrument") is made as of November 2, 2021, by **Orange Storage 280, LLC**, an Alabama limited liability company (the "Mortgagor"), whose address is 147 Resource Center Parkway, Suite 102 Birmingham, Alabama 35242, in favor of **Wells Fargo Bank, National Association**, a national banking association (together with its successors and assigns, the "Lender"), whose address is Birmingham Business Banking, 1901 6th Avenue North, Suite 400, Birmingham, AL 35203, MAC W0125-061.

Lender is making a Loan to Mortgagor in the aggregate principal amount of \$7,000,000.00 (the "Loan") pursuant to a Loan Agreement of even date herewith between Mortgagor and Lender (together with all amendments, modifications, extensions, refinancings, renewals, consolidations, substitutions, and replacements thereof, collectively, the "Loan Agreement"), as evidenced by a promissory note of even date herewith in said amount (together with all amendments, modifications, extensions, refinancings, renewals, consolidations, substitutions, and replacements thereof, collectively, the "Note"). The Loan Agreement, the Note, this Security Instrument and all other documents executed in connection with the consummation of the Loan or the Obligations (as defined below) are referred to herein, collectively, as the "Loan Documents." The Note has a maturity date of **November 20, 2036**.

NOW, THEREFORE, in consideration of the Loan and the promises and covenants contained herein and in the Loan Documents, and in order to secure the payment of the Obligations (as defined herein), and any extensions or renewals thereof and further to secure the performance of the covenants, conditions and agreements hereinafter set forth, Mortgagor hereby does irrevocably mortgage, grant, bargain, sell, convey, assign, alien, remise, release and confirm to Lender, and to its successors and assigns, in fee simple, with RIGHT OF ENTRY AND POSSESSION and POWER OF SALE as provided below, and grants to Lender a security interest in, all of Mortgagor's right, title and interest in and to the following (collectively, the "Property");

(A) All that tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

(B) All buildings, structures, and improvements now or hereafter erected on the Land (the "Improvements");

(C) All fixtures, fittings, building materials, machinery, inventory, equipment, furniture and furnishings, and other goods of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with, or with the operation of, the Land or Improvements (except household goods of the Mortgagor not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, inventory, equipment, furniture, furnishings and goods actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (collectively, the "FF&E");

(D) All estates, rights, titles, interests, tenements, hereditaments, privileges, easements, rights-of-way, and appurtenances of any kind appertaining to or benefiting the Land, all means of access to and from the Land, whether public or private, and all water, air, and mineral rights;

(E) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other licenses, permits, contracts and agreements relating to the use, development, occupancy, operation, management or sale of or construction of improvements on the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;

(F) All accounts, accounts receivable, contract rights, chattel paper, notes, drafts, acceptances, and all other debts, obligations and liabilities in whatever form owing to Mortgagor, documents, policies and certificates of insurance, choses in action, instruments, securities, investment property, cash, and general intangibles, arising or resulting from or used in connection with or with the operation of the Land or Improvements, whether now or hereafter existing or arising or acquired;

(G) All the existing and future rents, revenues, royalties, issues, income and profits arising from the use or occupancy of the Land or Improvements (herein together called the "Rents"), including, without limitation, security deposits and advance rentals, and all leases, subleases or management, leasing or occupancy agreements pertaining to the Land or the Improvements (herein together called the "Leases");

(H) All awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Land, the Improvements, or the FF&E, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Land, the Improvements, or the FF&E, and all proceeds of, and any unearned premiums on, any insurance policies covering the Land, the Improvements, or the FF&E, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Land, the Improvements, or the FF&E;

(I) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs (A), (B), (C), (D), (E), (F), (G), or (H) above.

TO HAVE AND TO HOLD the Property and all parts thereof unto Lender and to its successors and assigns forever, subject however to the terms and conditions contained herein;

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Obligations shall be paid, at the times and in the manner stipulated in the Note, any other of the Loan Documents, or any other documents evidencing the Obligations, and Mortgagor shall perform and observe or cause to be performed and observed all the covenants and promises contained in the Note, this Security Instrument and all other Loan Documents, and any amendments, modifications, extensions, refinancings, renewals, consolidations, substitutions, and replacements thereof, all without fraud or delay, then this Security Instrument, and all the interests and rights hereby granted, bargained, sold, and conveyed, shall cease, terminate and be void, but shall otherwise remain in full force and effect.

MORTGAGOR WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Property, in fee simple absolute, that Mortgagor has the legal right to convey and encumber the same, and that the Property is free and clear of all liens and encumbrances. Mortgagor further warrants and will forever defend all and singular the Property and title thereto to Lender and Lender's successors and assigns, against the lawful claims of all persons. If Mortgagor is an individual, Mortgagor represents and warrants that the Property is not the homestead of Mortgagor or Mortgagor's spouse.

As used herein, "Obligations" shall mean: (1) the payment of all amounts now or hereafter becoming due and payable under the Note or any of the other Loan Documents or any amendments, modifications, extensions, refinancings, renewals, consolidations, substitutions, and replacements, collectively, of the Note or any of the Loan Documents, including the principal amount of the Loan, all interest, all other reasonable fees, charges and costs (including reasonable attorneys' fees and disbursements) payable under the Note or any of the Loan Documents; (2) the observance and performance by Mortgagor of all of the provisions of the Loan Documents; and (3) the payment of all sums advanced or paid by Lender in exercising any of its rights, powers or remedies under the Loan Documents, and all interest on such sums provided for herein or therein. It is expressly understood that the Loan Agreement provides for future advances and that this Mortgage is intended to secure such future advances.

Supplemental Provisions Concerning Indebtedness, Cross Collateralization, and Personal Property: The definition of "Obligations" herein additionally includes, without limitation, all liability and obligations of Mortgagor, or any of them, arising under or in connection with any "swap agreement" (as defined in 11 U.S.C. Section 101) at any time entered into with Lender in connection with the Note.

Notwithstanding anything to the contrary in this Security Instrument, any cross-collateralization provision and any other provisions contained herein expanding the scope of the secured obligations beyond the Note, any related "swap agreements" (as defined above), and obligations to protect and preserve collateral, shall have no force or effect.

Additionally, notwithstanding anything to the contrary herein, if at any time this Security Instrument grants liens or security interests upon collateral consisting of a building or mobile home as defined in the National Flood Insurance Act (as amended) and its implementing regulations (collectively, the "Act") located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act (a "Covered Structure"), then while it is subject to such designation, the term "Personal Property" as used herein shall not include any items of personal property located in such Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property.

Mortgagor further represents, warrants, covenants and agrees with Lender as follows:

ARTICLE I
ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT

1.1 Assignment of Leases and Rents.

(a) Mortgagor hereby absolutely and presently assigns to Lender all Rents and Leases. Mortgagor shall have the right under a revocable license from Lender to continue collecting the Rents until the occurrence of an Event of Default under this Security Instrument, at which point Mortgagor's license shall automatically terminate. Nothing herein shall render Lender liable under any existing or future Leases, regardless of the collection of Rents thereunder, for any of the covenants or agreements of Mortgagor under such Leases.

(b) Mortgagor will not execute any Leases without first having received the prior written approval from Lender of the form and content of such Lease. If required by Lender, the Leases must provide, in a manner approved by Lender, that the Leases are junior and subordinate to the lien of this Security Instrument, and that the tenant will recognize as its lessor any person succeeding to the interest of Mortgagor upon any foreclosure of this Security Instrument. Without the prior written consent of Lender, Mortgagor will not accept prepayments of rent exceeding one month under any of the Leases, nor modify or amend any of the Leases, nor in any manner impair Mortgagor's interest in the Rents. Mortgagor will perform all covenants of the lessor under the Leases.

1.2 Security Agreement; Fixture Filing. This Security Instrument shall constitute a security agreement with respect to any of the Property that constitutes personal property and/or fixtures (collectively, the "Personal Property Collateral"), and Lender shall have all the rights of a secured party under the Uniform Commercial Code as enacted in Alabama as amended from time to time. The mailing addresses of Mortgagor (debtor) and Lender (secured party) are as stated on the first page of this Security Instrument. As provided under Article 9 of the Uniform Commercial Code, this Security Instrument, upon being filed for record in the real property records of the County where the Land is located, shall operate also as a "fixture filing" and financing statement upon such of the Personal Property Collateral which are or may become fixtures.

ARTICLE II
ADDITIONAL REPRESENTATIONS AND WARRANTIES OF MORTGAGOR

2.1 Corporate Status and Authority. If Mortgagor is a corporation, partnership, limited liability company or other entity (i) it is duly organized, existing, and in good standing under the laws of the state in which it is incorporated or created, (ii) it is duly qualified to do business and is in good standing in all states in which qualification is required, (iii) it has the corporate or other power, authority, and legal right to carry on the business it now conducts and engage in the transactions contemplated by this Security Instrument, and (iv) the execution and delivery of this Security Instrument and the other Loan Documents and the performance and observance of the provisions thereof have been duly authorized by all necessary actions of the board of directors and stockholders (if Mortgagor is a corporation), by its partners (if Mortgagor is a partnership) or by its managers and members (if Mortgagor is a limited liability company). Upon their execution, this Security Instrument, the Note, and the other Loan Documents will constitute valid and binding obligations of Mortgagor and the other parties thereto, enforceable in accordance with their respective terms. Mortgagor's execution and delivery of this Security Instrument, the Note, or any of the other Loan Documents, consummation of the transactions contemplated hereby, and compliance with the terms and provisions hereof, will not conflict with, violate or result in a breach of or default under the terms of any contract or agreement, charter, bylaw, partnership agreement, operating agreement, trust indenture, or other corporate, partnership, company or trust restriction, or any law, ordinance, rule, order, certificate, license, regulation or decree of any governmental authority with jurisdiction over Mortgagor or the Property.

2.2 Litigation; Condemnation. There is no action, suit or proceeding in any court or other government forum now pending, or, to the knowledge of Mortgagor, threatened, against or affecting

Mortgagor, or any properties or rights of Mortgagor, which would materially adversely affect Mortgagor or the Property. There are no proceedings, pending or threatened, to acquire the Property or any part thereof or interest therein through condemnation or eminent domain.

2.3 Title to Property. Except for the lien and security interests conveyed to Lender by this Security Instrument or the Loan Documents or those permitted encumbrances provided on Exhibit B, Mortgagor is the owner of the Property, free from any deed of trust, mortgage, lien, security interest or encumbrance.

2.4 Environmental Matters. To the best of Mortgagor's knowledge, no Hazardous Materials (hereinafter defined) have been, are, or will be while the Obligations remain unpaid, located on any part of the Property, except in the ordinary course of Mortgagor's or any tenant's business and in strict compliance with all environmental laws, rules, regulations, and orders. As used herein, the term "Hazardous Materials" includes without limitation, any asbestos, urea formaldehyde, foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or material defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. Sections 6901, et seq.), the Clean Water Act, as amended (33 U.S.C. Sections 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration (OSHA) pertaining to occupational exposure to asbestos, as amended, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect. All of the Property complies and will comply in all respects with applicable environmental laws, rules, regulations, and court or administrative orders. Mortgagor promptly shall comply with all present and future laws, ordinances, rules, regulations, orders and decrees of any governmental authority affecting the Property or any part thereof. Without limiting the foregoing, Mortgagor represents and covenants that the Property is in present compliance with, and in the future shall comply with, as applicable, the Americans With Disabilities Act of 1990 ("ADA") (42 U.S.C. Sections 12101, et seq.) and the Rehabilitation Act of 1973 ("Rehabilitation Act") (29 U.S.C. Sections 749, et seq.), each such act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto.

2.5 Money Laundering, Sanctions, Corrupt Practices, and Compliance with All Laws. Mortgagor represents, warrants and agrees that the Mortgagor (1) is not now and will not become a Sanctioned Target (as defined below) of any trade, economic, financial, sectoral or secondary sanctions, restrictions, embargoes or anti-terrorism laws promulgated by the United Nations or the governments of the United States, the United Kingdom, the European Union, or any other governmental authority with jurisdiction over Parties (collectively, "Sanctions"), and is not owned or controlled by, or acting or purporting to act for or on behalf of, directly or indirectly, a Sanctioned Target, (2) now complies and will at all times comply with, and has instituted and maintains, policies, procedures and controls reasonably designed to assure compliance with, the requirements of all laws, rules, regulations and orders of any governmental authority with jurisdiction over Mortgagor, or that are otherwise applicable to Mortgagor, including, without limitation, (a) all Sanctions, (b) all laws and regulations that relate to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto ("Anti-Money Laundering Laws"), and (c) the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and any other anti-bribery or anti-corruption laws and regulations in any jurisdiction in which Mortgagor is located or doing business ("Anti-Corruption Laws"), (3) to the best of Mortgagor's knowledge, after due care and inquiry, is not under investigation for an alleged violation of Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws by a governmental authority that enforces such Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws, and (4) shall not fund any repayment of the credit with proceeds, or provide as collateral any property, that is directly or indirectly derived from any transaction or activity that is prohibited by Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws, or that could otherwise cause the

Lender or any other party to this agreement to be in violation of Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws. Mortgagor shall notify Lender in writing not more than one (1) business day after first becoming aware of any breach of the foregoing paragraph. "Sanctioned Target" means any target of Sanctions, including (1) persons on any list of targets identified or designated pursuant to any Sanctions, (2) persons, countries, or territories that are the target of any territorial or country-based Sanctions program, (3) persons that are a target of Sanctions due to their ownership or control by any Sanctioned Target(s), or (4) persons otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

ARTICLE III COVENANTS OF MORTGAGOR

3.1 Performance of Loan Documents. Mortgagor shall pay to Lender all amounts secured by this Security Instrument as they become due and shall strictly perform all of Mortgagor's obligations under this Security Instrument and the other Loan Documents.

3.2 Maintenance of Existence. If Mortgagor is a corporation, partnership, limited liability company, or other entity, Mortgagor will preserve and maintain its existence and good standing as an entity under the law of the state of its formation, duly admitted and qualified to do business in all states where qualification is necessary. Mortgagor will not wind up, liquidate or dissolve itself, reorganize, merge or consolidate with or into, or convey, sell, assign, transfer, lease, or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to any person.

3.3 Further Assurances; After Acquired Property. Mortgagor will execute and deliver to Lender on demand and at Mortgagor's expense any documents, additional mortgages, security agreements, and instruments required or desired by Lender to effectuate, complete, perfect, continue and preserve the lien of this Security Instrument as a first lien upon all the Property. Upon any failure of Mortgagor to execute and deliver any such instruments, Lender may execute and record any such instruments for and in the name of Mortgagor, and Mortgagor irrevocably appoints Lender the agent and the attorney-in-fact of Mortgagor for such purpose. The lien hereof will automatically attach, without further act, to all after-acquired property attached to, made a part of or substituted for any of the Property.

3.4 Transfer/Encumbrance Prohibited. Mortgagor shall not, without Lender's prior written consent, sell, transfer, convey, mortgage, assign, grant a lien upon or security interest in, or otherwise encumber the Property or any interest in the Property (including any interest as joint tenant or tenant-in-common), or allow such a lien or security interest to exist or arise, whether voluntarily, involuntarily or by operation of law, except for liens and security interests in favor of Lender, or property taxes attributable to the Property which are not past due. If the Property, or any part thereof or any interest therein, is sold, transferred, conveyed or encumbered in any manner, voluntarily or involuntarily without Lender's prior written consent, then such sale, transfer, conveyance, or encumbrance shall constitute a default under this Security Instrument and Lender, at its option, may declare the entire principal indebtedness plus accrued interest due and payable. If 25% or more of the common stock or membership interest of Mortgagor shall be sold, conveyed, transferred, assigned or exchanged after the execution and delivery of this Security Instrument without Lender's prior written consent, such transfer shall constitute a transfer or conveyance of the Property which is hereby prohibited.

3.5 Compliance with all Laws.

(a) Mortgagor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property or any part thereof including, without limitation, all zoning regulations and building codes. Without the prior written consent of Lender, Mortgagor will not seek, make or consent to any change in the zoning or conditions of use of the Property. Mortgagor will comply with and make all payments required under the provisions of any covenants, conditions or restrictions affecting the Property.

(b) Mortgagor and the tenants of the Property will comply in all material respects with all applicable federal, state or local laws, ordinances and regulations governing or pertaining to the use, generation, manufacture, release, storage or disposal of Hazardous Materials.

(c) Mortgagor will not engage in any transaction which would cause any obligation or action taken hereunder by Mortgagor (or the exercise by Lender of any of its rights under any of the Loan Documents) to be a non-exempt (under a statutory or administrative class exemption) prohibited transaction under ERISA.

(d) Mortgagor will not purchase, improve, equip, or furnish any portion of the Property with the proceeds of any illegal activity. Mortgagor will not take any action or permit any action to be taken that would cause Mortgagor's representations in Section 2.5 above to become untrue or inaccurate. Mortgagor will not violate, or use the Property in connection with a violation of, any criminal laws, now or hereafter in effect, of the United States or any state having jurisdiction over the Mortgagor and the Property, including without limitation any such laws relating to money laundering, anti-terrorism, trade embargoes and economic sanctions.

3.6 Use of the Property. Mortgagor shall not initiate, join in, acquiesce in or consent to any material change in any private restrictive covenant, zoning law, or other public or private restriction that limits or defines the uses of the Property, or grant any easement or right of way with respect to the Property, or change the existing use of the Property without Lender's prior written consent. If under applicable zoning provisions the use of the Property is or shall become a nonconforming use, Mortgagor shall not cause or permit such nonconforming use to be discontinued or abandoned without Lender's prior written consent.

3.7 Performance by Lender.

(a) If Mortgagor fails to perform any covenant, condition, term or agreement contained in this Security Instrument, or if any action or proceeding of any kind (including but not limited to any bankruptcy, insolvency, arrangement, reorganization or other debtor-relief proceeding) is commenced which might affect Lender's interest in the Property or Lender's right to enforce its security, then Lender may, at its option, take any actions and disburse any sums as may be necessary or desirable to protect or enforce this Security Instrument or to remedy the failure of Mortgagor to perform its covenants (without, however, waiving any default of Mortgagor). Lender is hereby empowered to enter and to authorize others to enter upon the Land or any part thereof for the purpose of performing or observing any defaulted covenant, condition, term or agreement hereof, without thereby becoming liable to Mortgagor or any party in possession holding under Mortgagor.

(b) Lender shall have power (i) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Security Instrument, (ii) to preserve or protect its interest in the Property and in the Rents, and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender.

(c) Lender shall be the sole judge of the necessity for any actions described in this Section 3.7 and of the amount to be paid or expended in connection therewith. This Section 3.7 will not be construed to require Lender to incur any expenses or take any actions.

(d) Mortgagor agrees to pay all reasonable expenses Lender incurs (including, without limitation, fees and disbursements of counsel) in connection with any action described in this Section 3.7 that Lender takes. Any such expenses incurred by Lender will be additional Obligations of Mortgagor to Lender secured by this Security Instrument, will bear interest as specified in the Note and will be payable by Mortgagor upon demand.

3.8 Taxes, Utilities and Liens.

(a) Mortgagor will pay promptly when and as due, and will promptly deliver to Lender receipts for the payment of, all taxes, assessments, water rates, dues, charges, fines and impositions of every nature whatsoever levied, assessed or imposed upon or against the Property or any part thereof, or upon the interest of Lender in the Property, as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by any taxing authority upon Mortgagor or in respect of the Property or any part thereof, and any assessments, liens or charges which, if unpaid, would become a lien or charge upon the Property, including liens or assessments of property owners' associations or similar entities.

(b) Mortgagor will promptly pay all charges by utility companies, whether public or private, for electricity, gas, water, sewer or other utilities.

(c) Mortgagor will promptly pay and will not suffer any mechanic's, laborer's, statutory or other lien which might or could be prior to or equal to the lien of the Security Instrument to be created or to remain outstanding upon any of the Property.

(d) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of Security Instruments or debts secured by Security Instruments or the manner of collecting taxes so as to affect adversely Lender with respect to the Loan, the entire balance of the principal sum secured by the Security Instrument and all interest accrued thereon shall without notice become due and payable forthwith at the option of Lender.

(e) If required or requested by Lender at any time prior to the satisfaction of the indebtedness secured hereby, Mortgagor shall pay on the first day of each month one-twelfth (1/12) of the yearly taxes assessed or imposed upon the Property, as estimated by Lender, in addition to each regular installment of principal and interest. Such amount shall be used by Lender to pay such yearly taxes when due. Such sums shall not draw interest and shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender. Upon demand of Lender, Mortgagor agrees to pay Lender the amount of any deficiency necessary to enable Lender to pay such taxes when due. In the event of an Event of Default hereunder or of a default by Mortgagor under the Note, any other Loan Documents, Lender may apply such sums to the reduction of the Obligations secured hereby in any manner selected by Lender, but, unless otherwise agreed by the Lender in writing, no application of tax deposits to the Note or to other Obligations secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Note or the Obligations.

3.9 Insurance.

(a) During the entire term of this Security Instrument, Mortgagor shall keep the Property insured against loss or damage by fire and other casualties and hazards by insurance written on an "all risks" basis in an amount not less than the replacement cost of the Property, and such other coverages requested by Lender, by carrier(s), in amounts and in form at all times satisfactory to Lender, which carrier(s), amounts and form shall not be changed without the prior written consent of Lender. All such policies of insurance shall be issued by insurers qualified, authorized and to transact business in the state where the Land is located. Any failure by Lender to insist on full compliance with the above insurance requirements at closing does not constitute a waiver of Lender's right to subsequently require full compliance with these requirements. In the event of the foreclosure of this Security Instrument or any other transfer of title to the Property in extinguishment of the Obligations secured hereby, all right, title and interest of Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee. All required policies and certificates of insurance shall name Lender as mortgagee and loss payee and shall provide that the insurance cannot be terminated as to Lender except upon a minimum of ten (10) days' prior written notice to Lender. Immediately upon any request by Lender, Mortgagor shall deliver to Lender the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

(b) Mortgagor acknowledges and agrees that if Mortgagor fails to provide any required insurance on the terms set forth herein or in any other Loan Documents, or fails to continue such insurance in force in compliance with the requirements of this agreement or any other Loan Documents, Lender may purchase insurance at Mortgagor's expense as provided therein. Such insurance may protect Lender's interests, and may otherwise protect none of, or less than all of, Mortgagor's interests. The cost of any such insurance shall become a part of the Obligations and shall be payable on demand or added to the Note as provided herein, at Lender's option. MORTGAGOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE MAY PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO THE BALANCE OF THE LOAN; HOWEVER, MORTGAGOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

(c) Lender is hereby authorized and empowered to reasonably adjust or compromise any loss under any insurance policies on the Property and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Lender instead of to Mortgagor and Lender jointly. Lender may apply the insurance proceeds, in its sole discretion, either toward restoring the Property or as a credit on any portion of the Obligations secured hereby, or at the option of Lender, such sums either wholly or in part may be paid over to Mortgagor to be used to repair the Property or to construct new improvements or for any other purpose or object satisfactory to Lender without affecting the lien of the Security Instrument for the full amount secured hereby before such payment took place. Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(d) If required or requested by Lender at any time prior to the satisfaction of the indebtedness secured hereby, Mortgagor shall pay on the first day of each month, in addition to any regular installment of principal and interest and other charges with respect to indebtedness secured hereby, and the monthly tax deposit provided for in Section 3.8 hereof, one-twelfth (1/12) of the yearly premiums for insurance maintained pursuant to the provisions of this Section 3.9. Such amount shall be used by Lender to pay such insurance premiums when due. Such sums shall not draw interest and shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender. Upon demand of Lender, Mortgagor agrees to pay Lender the amount of any deficiency necessary to enable Lender to pay such insurance premiums when due. In the event of an Event of Default hereunder or of a default by Mortgagor under the Note, any other Loan Documents, Lender may apply such sums to the reduction of the Obligations secured hereby in any manner selected by Lender, but, unless otherwise agreed by Lender in writing, no application of insurance proceeds to the Note or to other Obligations secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Note or any such other Obligations.

3.10 Condemnation. If all or any part of the Property is damaged or taken through condemnation (including any damage or permanent taking by any governmental authority and any transfer by private sale in lieu thereof), the Obligations secured hereby shall at the option of Lender become immediately due and payable. Lender shall be entitled to all compensation, awards and other payments or relief thereof and is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any condemnation. Mortgagor assigns to Lender all such compensation, awards, damages, claims, rights of action and proceeds and the right thereto. After deducting all its expenses, including attorney's fees, Lender may release any condemnation proceeds received by it without affecting the lien of this Security Instrument or may apply the same in such manner as Lender shall determine to the payment of the Obligations, and any balance of such moneys then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Lender may require.

3.11 Care of the Property. Mortgagor will preserve and maintain the Property in good condition and repair and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Property or any part thereof or which might invalidate any insurance carried on the Property. Except as otherwise provided herein, no buildings, fixtures, personal property or other part of the Property shall be removed, demolished or substantially altered without the prior written consent of Lender. If all or any part of the Property shall be damaged by fire or other casualty, Mortgagor will give immediate written notice of the same to Lender and will promptly restore the Property to the equivalent of its original condition, regardless of whether insurance proceeds exist, are made available or are sufficient. If any part of the Property shall be physically damaged through condemnation, Mortgagor will promptly restore, repair or alter the remaining property in a manner satisfactory to Lender.

3.12 Appraisals, Fees and Expenses. Mortgagor agrees that Lender may obtain appraisals and reappraisals and perform property evaluations and appraisal reviews of the Real Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency, or any other regulatory agency, or at such other times as Lender may reasonably require. Appraisals shall be performed by an independent third party appraiser selected by Lender; property evaluations and appraisal reviews may be performed by third party appraisers or appraisers and staff of Lender. The fees, expenses and other cost of such appraisals, reappraisals, property evaluations and appraisal reviews shall be paid by Mortgagor. In addition, Mortgagor shall be responsible for payment of all fees and expenses of Lender and third parties relating to inspecting the Property, environmental review, title policies and endorsements (or title searches, abstracts of title or legal opinions of title where applicable), and monitoring the payment of property taxes, and any governmental taxes, fees and recording costs relating to this deed. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Mortgagor shall not be required to pay for more than one appraisal or property valuation per year. Lender's right to enter and inspect the Property shall be subject to the rights of tenants and restrictions on access under then-existing leases.

3.13 Indemnification of Lender. Lender shall not have any responsibility for the inspection, control, care, management or repair of the Property nor for Mortgagor's operations thereon. Should Lender incur any such liability, loss or damage by reason hereof, Mortgagor agrees to reimburse Lender immediately upon demand for the amount thereof, together with costs, expenses and reasonable attorneys' fees. Without limiting the foregoing, Mortgagor shall give immediate written notice to Lender of its receipt of any notice of a violation of any law, rule or regulation covered by Sections 2.5 and 3.5 of this Security Instrument or of any notice of other claim relating to the environmental or physical condition of the Property, or of its discovery of any matter which would make the representations, warranties, and/or covenants of Sections 2.5 and 3.5 of this Security Instrument to be inaccurate or misleading. Mortgagor hereby agrees to indemnify and hold Lender harmless from all loss, cost, damage, claim and expense incurred by Lender on account of (i) the violation of any representation, warranty or covenant set forth in Sections 2.5 and 3.5 of this Security Instrument, (ii) Mortgagor's failure to perform any obligations of Sections 2.5 and 3.5 of this Security Instrument, (iii) Mortgagor's or the Property's failure to fully comply with all environmental laws, rules and regulations, or with all occupational health and safety laws, rules and regulations, or with the ADA or Rehabilitation Act, or (iv) any other matter related to environmental or physical conditions on, under or affecting the Property. This indemnification shall survive the closing of the Loan, payment of the Obligations, the exercise of any right or remedy under any Loan Document, any subsequent sale or transfer of the Property, and all similar or related events. However, this indemnification shall not apply to any new Hazardous Material first stored, generated or placed on the Property after Lender acquires title to the Property. Mortgagor hereby releases and waives any future claims against Lender for indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs related to the Property, including, without limitation, under any applicable laws, rules, regulations or court orders.

ARTICLE IV EVENTS OF DEFAULT AND REMEDIES

4.1 Events of Default. Subject to any applicable grace, notice, or cure provisions in the Loan Agreement, the following shall be "Events of Default" hereunder, the occurrence of which shall entitle Lender, at its continuing option, and without notice to or demand upon Mortgagor, to exercise any of the rights and remedies granted hereunder or under any of the other Loan Documents or available at law or in equity:

(a) the failure by Mortgagor to perform any covenant, condition or agreement contained in this Security Instrument;

(b) the occurrence of an Event of Default as defined in the Loan Agreement, the Note, or any of the other Loan Documents; or

(c) any representation or warranty made herein or in any of the other Loan Documents shall prove to be false or misleading in any material respect or if any report, certificate, financial statement or other instrument heretofore or hereafter furnished in connection with this Security Instrument or any other Loan Document or the borrowing hereunder shall prove to be false or misleading in any material respect.

Notwithstanding anything to the contrary in the Note or any Related Agreement, a default defined as an Event of Default, other than a default defined herein as an "Immediate Default," shall not be considered an Event of Default until 7 days following the payment due date with respect to a monetary default or 30 days following the occurrence of a non-monetary default, and the failure of Mortgagor to cure such default or to cause such default to be cured within such period of time; provided, however, (a) to the extent any non-monetary default is not reasonably curable within 30 days of notice, Mortgagor shall have an additional 30 days so long as Mortgagor has commenced and is diligently pursuing cure during such initial 30-day period, and (b) Mortgagor shall have 90 days to cure an Event of Default resulting from the death of an individual guarantor by providing Lender with a substitute guaranty in form and substance acceptable to Lender. "Immediate Default" shall mean an event of default due to (i) voluntary bankruptcy or insolvency of Mortgagor or any Related Party; (ii) the failure of Mortgagor or any Related Party to diligently contest and obtain the prompt dismissal of any involuntary bankruptcy or other insolvency proceeding filed against such Mortgagor or Related Party; (iii) appointment of a receiver, trustee, custodian or liquidator of a substantial part of the assets of Mortgagor or any Related Party, (iv) service of a writ of garnishment, levy or other seizure with respect to any collateral securing the Loan, or any accounts of Mortgagor or any Related Party, (v) failure to maintain insurance coverage for collateral, if any, as may be required; or (vi) submission to Lender of any required financial statement or certificate of Mortgagor or any Related Party that is incorrect, false or misleading in any material respect when furnished or made. "Related Party" shall mean each guarantor, co-borrower, Mortgagor or other party executing any Related Agreement. "Related Agreement" shall mean any promissory note, credit agreement, loan agreement, environmental agreement, guaranty, security agreement, mortgage, deed of trust, security deed, collateral mortgage, and/or any other instrument, agreement or document, whether now or hereafter existing, executed in connection with the Loan, but shall not include any "swap agreement" (as defined in 11 U.S.C. Section 101) between Mortgagor and Lender, or any affiliate of Lender. "Loan" shall mean the credit facility evidenced by the subject Note.

4.2 Acceleration of Obligations. If an Event of Default shall have occurred, Lender may declare all or any part of the Obligations secured by this Security Instrument and the interest accrued thereon to be due and payable immediately.

4.3 Right of Lender to Enter and Take Possession.

(a) If an Event of Default shall have occurred, upon demand of Lender Mortgagor shall forthwith surrender to Lender the actual possession of the Property, and if and to the extent permitted by law, Lender may enter and take possession of all or any part of the Property and may exclude Mortgagor and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, Lender may hold, store, use, operate, manage and control the Property and conduct the business thereof and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property, (ii) insure or keep the Property insured, (iii) manage and operate the Property and exercise all the rights and powers of Mortgagor in its name or otherwise with respect to the same and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Lender, all as Lender from time to time may determine to be to its best advantage, and Lender may collect and receive all the Rents of such Mortgaged Property including those past due as well as those accruing thereafter.

(c) Lender may deduct from such Rents (i) all expenses of taking, holding, managing and operating the Property (including compensation for the services of all persons employed for such purposes), (ii) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions, (iii) the cost of such insurance, (iv) such taxes, assessments and other charges prior to the lien of this Security Instrument as Lender may determine to pay, (v) other proper charges upon the Property or any part thereof, and (vi) the reasonable compensation, expenses and disbursements of the attorneys and agent of Lender. Lender shall apply the remainder of the moneys so received to the payment of Obligations secured by this Security Instrument, whether due or to become due, in whatever order and proportions Lender elects in its absolute discretion and without regard to the adequacy of its security.

(d) Whenever all such Events of Default have been cured and satisfied, Lender may, at its option, surrender possession of the Property to Mortgagor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur.

4.4 Collection of Rents. If an Event of Default shall have occurred, the license granted under Section 1.1 hereof shall automatically be revoked and Lender may, with or without first taking possession of the Property, collect the Rents itself or by an agent or receiver. No action taken by Lender to collect any Rents will make Lender a "mortgagee-in-possession" of the Property, and possession by a court-appointed receiver will not be considered possession by Lender. All Rents collected by Lender or a receiver will be applied first to pay all expenses of collection, and then to the payment of all costs of operation and management of the Property, and then to the payment of Obligations secured by this Security Instrument in whatever order and proportions Lender elects in its absolute discretion and without regard to the adequacy of its security.

4.5 Power of Sale. If an Event of Default shall have occurred, Lender may, with or without first taking possession of the Property, sell the Property at public outcry to the highest bidder for cash at the appropriate courthouse door considered the front or main door to the courthouse in the county where the Land, or a substantial and material part thereof, is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in a newspaper of general circulation in the county or counties in which the Property is located. Upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the property so purchased. Lender may bid at said sale and purchase said property or any part thereof if it is the highest bidder therefor and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative of the other remedies provided hereby or by law for the collection of the Obligations. One or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire Mortgaged Property is sold or the Obligations and other indebtedness and obligations secured hereby are fully satisfied.

4.6 Lender's Option on Foreclosure. If an Event of Default shall have occurred, at the option of Lender, this Security Instrument may be foreclosed as provided by law or in equity, and in either event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the

proceeds of the sale. Lender may, at its option, foreclose this Security Instrument subject to the rights of any tenants of the Property, and in the event Lender exercises its option to foreclose the Mortgage in equity, the failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights will not be a defense to any proceedings instituted by Lender to collect the sums secured hereby.

4.7 Waiver of Manner of Sale. Mortgagor waives all rights to direct the order or manner in which any of the Property will be sold in the event of any sale under this Security Instrument, and also any right to have any of the Property marshalled upon any sale. Lender may in its discretion sell any real and personal property together or in parts, in one or more sales, and in any sequence Lender selects. Lender may offer the Property for sale and sell the Property as a whole without first offering it for sale in separate parcels or may offer the Property for sale and sell the Property in any other manner Lender may elect in its sole discretion.

4.8 Application of Sale Proceeds. The proceeds of any sale under this Security Instrument will be applied first, to the payment of the costs and expenses of the sale, including but not limited to Lender's fees, reasonable legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of Lender, together with interest at the rate provided under the Note on all advances made by Lender; second, to the payment of all sums expended by Lender under the terms of this Security Instrument and not yet repaid, together with interest on such sums at the rate provided herein; third, to the payment of the Obligations secured by this Security Instrument, whether due or to become due, in whatever order and proportions Lender elects in its absolute discretion and without regard to the adequacy of its security; and fourth, the remainder, if any, to the person or persons appearing of record to be entitled thereto. In any event, the purchaser under any foreclosure sale, as provided herein, shall be under no obligation to see to the proper application of the purchase money.

4.9 Receiver. If an Event of Default shall have occurred, Lender, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the Obligations or the solvency of any party bound for their payment, to the appointment of a receiver to take possession of and to operate the Property and to collect the Rents, without the necessity of posting a bond or other surety. Mortgagor will pay to Lender upon demand all expenses, including receiver's fees, reasonable attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this paragraph. All such expenses will be additional Obligations secured by this Security Instrument, will bear interest as specified in the Note and will be payable upon demand.

4.10 Suits to Protect the Property. Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Security Instrument, (b) to preserve or protect its interest in the Property and in the Rents and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender.

4.11 Remedies under Uniform Commercial Code. If an Event of Default shall have occurred, then with respect to the Personal Property Collateral, Lender may exercise any one or more of the remedies and shall have all the rights of a secured party under the Uniform Commercial Code as enacted in Alabama, including but not limited to the right to take possession of the Personal Property Collateral in satisfaction of the Obligations. Any requirement for reasonable notice under the Uniform Commercial Code as enacted in Alabama shall be met if such notice is mailed, postage prepaid, to Mortgagor at its address shown in the introductory preamble hereof, or to Mortgagor's most recent changed address on file with Lender, at least ten (10) days prior to the time of the sale, disposition or other event or thing giving rise to the requirement of notice. Without limiting the foregoing, Lender may, in its discretion after an Event of Default: (i) terminate, on notice to Mortgagor, Mortgagor's authority to sell or lease inventory, or any other Personal Property Collateral as to which such permission has been given; (ii) require Mortgagor to give possession or control of the Personal Property Collateral to Lender at Lender's designated location; (iii) endorse as Mortgagor's agent any instruments or chattel paper which is part of

the Personal Property Collateral; (iv) notify account debtors and obligors on instruments to make payment directly to Lender; (v) contact account debtors directly to verify information furnished by Mortgagor but not to discount accounts receivable; (vi) take control of proceeds and use cash proceeds to reduce any part of the Obligations; (vii) take any action Mortgagor is required to take or as is otherwise necessary to obtain, preserve, and enforce this security interest, and maintain and preserve the Personal Property Collateral, without notice to Mortgagor, and add costs of same to the Obligations (but Lender is under no duty to take any such action); (viii) release Personal Property Collateral in its possession to Mortgagor, temporarily or otherwise; (ix) take control of funds generated by the Personal Property Collateral, such as dividends, interest, proceeds or refunds from insurance, and use same to reduce any part of the Obligations; (x) waive any of its rights hereunder without such waiver prohibiting the later exercise of the same or similar rights; (xi) revoke any permission or waiver previously granted to Mortgagor.

4.12 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Lender by this Security Instrument is intended to be exclusive of any right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. Lender may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

ARTICLE V GENERAL PROVISIONS

5.1 Waiver of Exemption. Mortgagor waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Security Instrument, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the Obligations secured hereby.

5.2 Delays, Forbearances and Waivers. No delay or omission of Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every right, power and remedy given by this Security Instrument to Lender may be exercised from time to time and as often as may be deemed expedient by Lender. No waiver of any Event of Default hereunder shall extend to or shall affect any subsequent or any other Event of Default or shall impair any rights, powers or remedies consequent thereto. If Lender (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security for the payment thereof, (iii) waives or does not exercise any right granted herein or in the other Loan Documents, (iv) releases any part of the Property from the lien of this Security Instrument or otherwise changes any of the terms of the Note or this Security Instrument, (v) consents to the filing of any map, plat or replat of the Land, (vi) consents to the granting of any easement on the Land, (vii) makes or consents to any agreement subordinating the lien hereof, or (viii) enters into any agreement with Mortgagor changing any term of the Loan Documents or releasing any guarantor of the Obligations or any security or respecting any matter whatsoever, then any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, this Security Instrument or otherwise of Mortgagor or any subsequent purchaser of the Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor, nor shall any such act or omission preclude Lender from exercising any right, power or privilege herein granted or intended to be granted upon an Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by Lender, shall the lien of this Security Instrument be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, Lender, without notice to any party is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Property or the Obligations secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

5.3 Discontinuance of Proceedings; Position of Parties Restored. In case Lender shall have proceeded to enforce any right or remedy under this Security Instrument by foreclosure, entry or

otherwise, and such proceedings shall have been discontinued or abandoned for any reason, then and in every such case Mortgagor and Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Lender shall continue as if no such proceeding has been taken.

5.4 Notices. Except as otherwise provided under applicable law, notices given under this Security Instrument shall be given as provided in the Loan Agreement.

5.5 Joint and Several Liability. If Mortgagor consists of more than one person or entity, each will be jointly and severally liable to perform the Obligations of Mortgagor.

5.6 Entire Agreement; Amendments. This Security Instrument, together with the other Loan Documents, contain the entire agreement between Mortgagor and Lender relating to the Loan and supersede and replace all prior discussions, representations, communications and agreements, oral or written. This Security Instrument may not be modified or amended except by a written agreement signed by the parties. Mortgagor agrees that any modification entered into by the parties, including, without limitation, any changes in the interest rate, payment schedule, maturity date or increases in the amount outstanding, shall not affect or impair the priority of the lien of this Security Instrument.

5.7 Interpretation. The term "Mortgagor" includes both the original Mortgagor and any subsequent owner or owners of any of the Property, and the term "Lender" includes the original Lender, and also any future owner or holder, including pledgees, assignees and participants, of the Note or any interest therein. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs of this Security Instrument are for convenience only and do not define or limit any terms or provisions. The provisions of this Security Instrument are severable, and the invalidity or unenforceability of any one or more provisions of this Security Instrument will in no way affect any other provision. The terms of this Security Instrument will bind and benefit the heirs, legal representatives, successors and assigns of Mortgagor and Lender.

5.8 Time of the Essence. Time is of the essence of each and every term of this Security Instrument and each of the Loan Documents.

5.9 Facsimile and Counterpart. This document shall be valid, binding, and enforceable against a party when executed by an authorized individual on behalf of the party by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Even though the parties agree that such signatures are legally enforceable and intended to be effective for all purposes, the signing parties agree to promptly deliver to Lender the original document bearing an original manual signature, if requested by Lender in its sole discretion, in order to reduce the risk of fraud, comply with potentially applicable regulations, or for other operational or risk management purposes. This document may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one document. When this provision is set forth in a promissory note or other negotiable instrument, the term "document" as used in this provision shall mean "instrument".

5.10 Execution of Documents; Consultation with Counsel. Each party hereto acknowledges and agrees that he/she/it has had an opportunity to review and consider the terms and provisions of this agreement and each related loan document, to consult with counsel of his/her/its choice, if desired, and to suggest changes to the structure and terms of the agreements. Each party hereto warrants and agrees that his/her/its execution of this agreement and any related loan documents is made voluntarily and with full knowledge of the significance and effect of such agreements.

5.11 **Community and Other Property.** In addition to the rights of Lender under any applicable community property laws, Borrower, Guarantor or Mortgagor who is a Married Person and who has an interest in marital or community property under applicable law acknowledges and agrees that his/her obligation as a Borrower, Guarantor or Mortgagor is incurred in the interest of and to benefit the marital community (or domestic partnership, if applicable), and expressly agrees that recourse may be had against his or her separate property and his or her rights in community property and community assets for all of his or her obligations to Lender, in addition to any other property that may be subject to rights of Lender. Borrower and Guarantor also agree not to, without Lender's prior written consent, enter into any community property agreement which alters the separate or community property character of any of such party's property. For the purpose of this provision, "Married Person" means a person in a spousal relationship and shall include parties to a duly registered and/or legally recognized same-sex civil union, domestic partnership, and other terms, whether or not gender-specific in a spousal relationship, that denote spousal relationship, as those terms are used throughout the laws, codes and regulations of states and/or jurisdictions that recognize legally married same-sex couples, civil unions and/or domestic partnerships, and any references herein to a married person or marital status shall be deemed to also include the applicable corresponding term, or other reference relating to a party to a civil union or domestic partnership. With respect to the Guaranty only, to the extent this provision may conflict with another provision contained in the Guaranty, that other provision of the Guaranty shall control.

5.12 **Applicable Law.** With respect to procedural matters related to the creation, perfection and enforcement of Lender's rights against the Property, this Security Instrument will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Alabama. In all other respects, this Security Instrument will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Security Instrument is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Security Instrument has been applied for, considered, approved and made, and all necessary Loan Documents have been accepted by Lender in the State of Alabama.

5.13 **Arbitration - Binding Arbitration.** Lender and each party to this agreement hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related note, instrument or agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination, or any request for additional credit. This provision is a material inducement for the parties entering into the transactions relating to this Agreement. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court; the party's failure to do so shall result in that party's right to demand arbitration being automatically terminated with respect to such Dispute. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

(a) **Governing Rules.** Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance

with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding.

(b) No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(c) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(d) Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(e) Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(f) Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

(g) State Specific Provisions. Intentionally omitted.

(h) Real Property Collateral. Intentionally omitted.

(i) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the Documents or any relationship between the parties.

- Remainder of Page Intentionally Left Blank -

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing to be executed by its duly authorized representative on the day and year first above written.

"MORTGAGOR:"

Orange Storage 280, LLC

By: _____

Name: Robert Jason Price

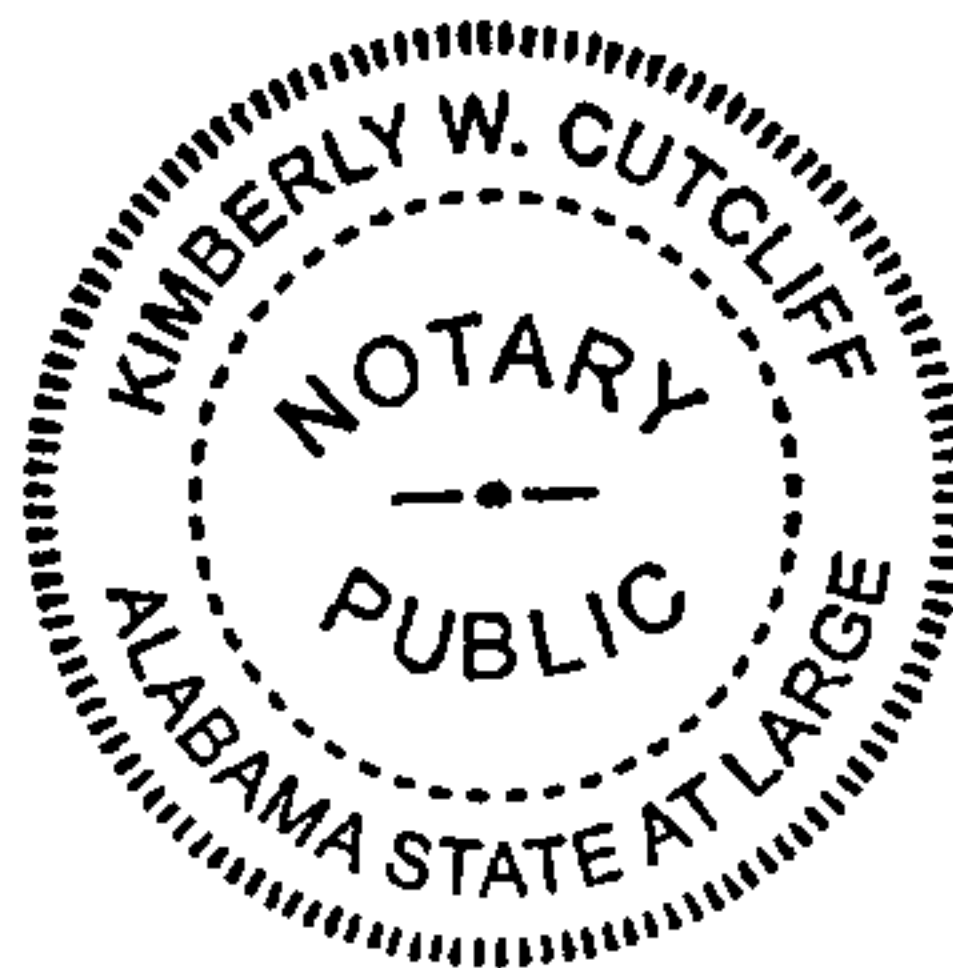
Title: Manager

**STATE OF ALABAMA
COUNTY OF SHELBY**

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Robert Jason Price**, whose name as the manager of **Orange Storage 280, 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 1st day of November, 2021.



Kimberly W. Cutcliff
Notary Public
My commission expires: ~~My Commission Expires:~~
March 4, 2023

EXHIBIT A
LEGAL DESCRIPTION OF LAND

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

PARCEL I:

Lot 2B, according to the Map and Survey of Resource Center as recorded in Map Book 24, Page 118, in Office of the Judge of Probate of Shelby County, Alabama.

PARCEL II:

A non-exclusive, perpetual easement for the benefit of Parcel I for signage purpose as created by that certain Easement Agreement recorded in Instrument #1999-13441 and amended by that certain Scrivener's Affidavit dated August 31, 2004, and recorded in Instrument #20040914000511630 over, under, and across the property described therein.

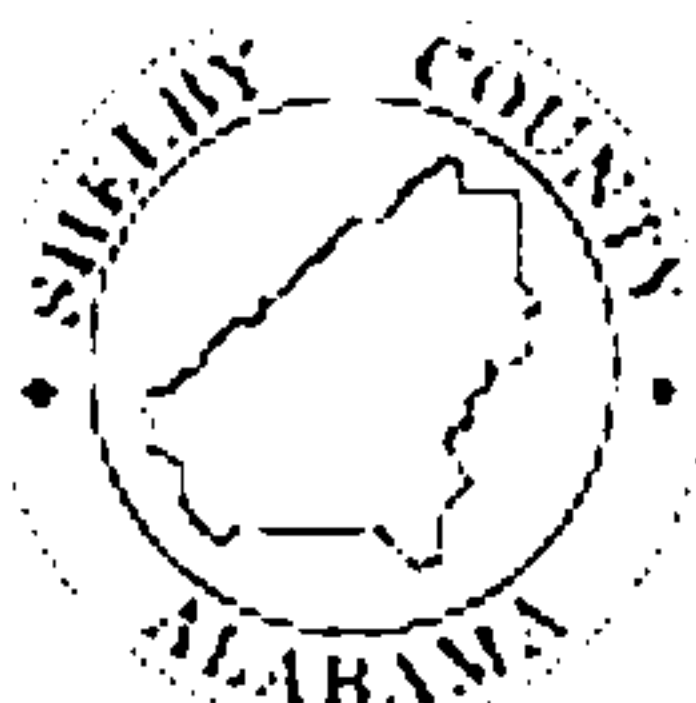
Together with the terms and conditions of that certain Assignment of Easement as recorded in Instrument #20040914000511640 and that certain Assignment of Easement Rights as recorded in Instrument #20040914000511660 and that certain Assignment of Easement Agreements as recorded in Instrument #20180403000109680 and that certain Amendment of Assignments Relating to Easement Agreement as recorded in Instrument #20180612000206990.

Lying and being situated in Shelby County, Alabama.

EXHIBIT B
PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
2. Easement to Alabama Power Company as recorded in Deed Book 205, Page 667, and as shown on Survey entitled "ALTA/ACSM Land Title Survey for Orange Storage 280, LLC, prepared by Earl T. Beckwith, PLS No. 35728-S, designated Job No. Basketball, dated January 29, 2021",* as modified and contained by Containment Letter dated June 11, 2019, filed for record June 24, 2019 and recorded in Instrument #20190624000223080, in the Probate Office of Shelby County, Alabama.
3. Nonexclusive Easement Agreement as recorded in Instrument #1999-13441, and amended by that certain Scrivener's Affidavit dated August 31, 2004, and recorded in Instrument #20040914000511630, together with the terms and conditions of that certain Assignment of Easement as recorded in Instrument #20040914000511640; Assignment of Easement Rights as recorded in Instrument #20040914000511660; Assignment of Rights to Use Easement as recorded in Instrument #20040914000511650; Assignment of Easement Agreements as recorded in Instrument #20180403000109680, and Amendment of Assignments Relating to Easement Agreement, as recorded in Instrument #20180612000206990, in the Probate Office of Shelby County, Alabama.
4. Right of Way granted to Alabama Power Company as recorded in Instrument #20070803000361630, and as shown on Survey entitled "ALTA/ACSM Land Title Survey for Orange Storage 280, LLC, prepared by Earl T. Beckwith, PLS No. 35728-S, designated Job No. Basketball, dated January 29, 2021", as modified and contained by Containment Letter dated June 11, 2019, filed for record June 24, 2019 and recorded in Instrument #20190624000223080, in the Probate Office of Shelby County, Alabama.
5. 15' Easement, all easements are for public utilities, sanitary sewers and storm sewers and/or open storm drains unless otherwise noted for use both within and without this subdivision, as shown on Map Book 24, Page 118, and as shown on Survey entitled "ALTA/ACSM Land Title Survey for Orange Storage 280, LLC, prepared by Earl T. Beckwith, PLS No. 35728-S, designated Job No. Basketball, dated January 29, 2021".
6. The following matters shown on Survey entitled "ALTA/ACSM Land Title Survey for Orange Storage 280, LLC," prepared by Earl T. Beckwith, PLS No. 35728-S, designated Job No. Basketball, dated January 29, 2021:*.
 - a.) Potential encroachment of water main as located by provider;
 - b.) Location of gas lines and meters, storm sewer lines, power and telephone lines;
 - c.) Potential Encroachment of buried T.V. cable;
 - d.) Encroachment of HVAC units from adjoining property onto subject property.
7. Easement - Distribution Facilities to Alabama Power Company as recorded in Instrument No. 20190823000311640, in the Probate Office of Shelby County, Alabama.
8. Right of Way to Alabama Power Company as recorded in Instrument No. 20210305000111840 in the Probate Office of Shelby County, Alabama.
9. Temporary Construction Easement recorded in Instrument No. 20210209000067710 in the Probate Office of Shelby County, Alabama.

*Highlighted provisions to be updated when survey is provided.



Filed and Recorded Page 21
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/04/2021 01:14:04 PM
\$10582.00 BRITTANI
20211104000535470

Allen S. Bayl