



000017002019358CHARL0000000000FRUSTERIO00001135

TRUST CERTIFICATE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$500,000.00	11-09-2021	11-20-2031	17002019358	370		***	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Charles Michael Frusterio
Melanie Somers Frusterio
3613 Shandwick Place
Birmingham, AL 35242-6418

Lender: 20211129000567430
11/29/2021 11:18:07 AM
CERTIFICATE 1/2

South State Bank, N.A.
1101 First Street South
Winter Haven, FL 33880

Trust: CMF Living Trust
3613 Shandwick Place
Birmingham, AL 35242-6418

6171351-04 #1

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

CERTIFICATION OF TRUST. This Trust Certificate is given by each of the Trustees voluntarily, pursuant to the Alabama Uniform Trust Code, intending that the facts set forth in this Certificate be relied upon by Lender as true and correct.

- (A) Trust name as set forth in the Trust's formation document: CMF Living Trust.
- (B) Trust is in existence as of this date and is evidenced by a Trust instrument executed on August 30, 2018.
- (C) The names and addresses of the Trustees are: Melanie Somers Frusterio and Charles Michael Frusterio whose address is 3613 Shandwick Place, Birmingham, AL, 35242-6418.
- (D) The names of the Trust Settlers are: Charles Michael Frusterio and Melanie Somers Frusterio.
- (E) The powers of Trustees include the power to do, or perform, all of the acts and things on behalf of Trust set forth in this Certificate.
- (F) Trust is revocable, and the names of the persons holding any power to revoke the trust are: Charles Michael Frusterio and Melanie Somers Frusterio.
- (G) The trust instrument requires the signature of any 2 Trustees to exercise any powers of the Trustee.
- (H) Trust's tax or employer identification number is .
- (I) Trustees hereby certify that Trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this Certificate to be incorrect and this Certificate is being signed by all of the currently acting Trustees of Trust. Trustees acknowledge and agree that Lender may require Trustees to provide copies of excerpts from the trust instrument and amendments which designate the Trustees and confer upon the Trustees the power to act in these transactions, and that Lender may require such further identification or legal opinion supporting the Trustees authority and power as Lender shall deem necessary and prudent.

BORROWING CERTIFICATE. Trustees, for and on behalf of Trust, are authorized and empowered on behalf of Trust:

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to Trust or in which Trust now or hereafter may have an interest, including without limitation all of Trust's real property and all of Trust's personal property (tangible or intangible), as security for the payment of any loans, any promissory notes, or any other or further indebtedness of Charles Michael Frusterio and Melanie Somers Frusterio to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered. The provisions of this Certificate authorizing or relating to the pledge, mortgage, transfer, endorsement, hypothecation, granting of a security interest in, or in any way encumbering, the assets of Trust shall include, without limitation, doing so in order to lend collateral security for the indebtedness, now or hereafter existing, and of any nature whatsoever, of Charles Michael Frusterio and Melanie Somers Frusterio to Lender. The Trustees have considered the value to Trust of lending collateral in support of such indebtedness, and the Trustees represent to Lender that Trust is benefited by doing so.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to Trust or in which Trust may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to Trust's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. To do and perform such other acts and things and to execute and deliver such other documents and agreements as the Trustees may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

TERMINATION OR TRANSFER. Trustees agree that the Trustees will provide to Lender written notice prior to any termination or revocation of Trust or prior to the transfer from Trust of any Trust asset upon which Lender may be relying for repayment of Trust's indebtedness to Lender.

MULTIPLE BORROWERS. Trust may enter into transactions in which there are multiple borrowers on obligations to Lender and Trust understands and agrees that, with or without notice to Trust, Lender may discharge or release any party or collateral securing an obligation, grant any extension of time for payment, delay enforcing any rights granted to Lender, or take any other action or inaction, without the loss to Lender of any of its rights against Trust; and that Lender may modify transactions without the consent of or notice to anyone other than the party with whom the modification is made.

Loan No: 17002019358

**TRUST CERTIFICATE
(Continued)**

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NOTICES TO LENDER. The Trustees will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in Trust's name; (B) change in Trust's assumed business name(s); (C) change in the Trustees of the Trust; (D) change in the authorized signer(s); (E) change in Trust's state of organization; (F) conversion of Trust to a new or different type of business entity; or (G) change in any other aspect of Trust that directly or indirectly relates to any agreements between Trust and Lender. No change in Trust's name or state of organization will take effect until after Lender has received notice.

FURTHER TRUST CERTIFICATIONS. The persons named above are duly appointed and acting Trustees of Trust and are duly authorized to act on behalf of Trust in the manner described above; we are familiar with the purpose of the Indebtedness; the Indebtedness proceeds are to be used for a legitimate trust purpose and for the benefit of the Trust and its beneficiaries.

CONTINUING VALIDITY. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of Trust's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand.

We each have read all the provisions of this Certificate, and we each personally and on behalf of Trust certify that all statements and representations made in this Certificate are true and correct. This Trust Certificate is dated November 9, 2021.

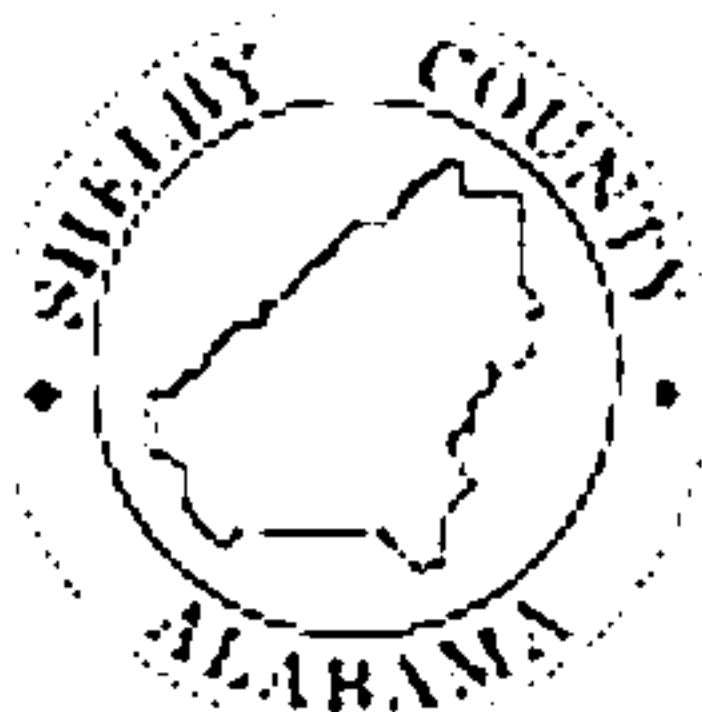
THIS CERTIFICATE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS CERTIFICATE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

CERTIFIED TO AND ATTESTED BY:

X  (Seal)
Charles Michael Frusterio

X  (Seal)
Melanie Somers Frusterio

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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/29/2021 11:18:07 AM
\$25.00 CHARITY
20211129000567430

Allen S. Bayl