

This instrument prepared by
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Birmingham, AL 35223


20220124000031740 1/19 \$448 00
Shelby Cnty Judge of Probate, AL
01/24/2022 11 08 59 AM FILED/CERT

**FUTURE ADVANCE MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT
(ALABAMA)**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS INDENTURE (herein this "**Mortgage**") is made as of the 14th day of January, 2022, between **EMBASSY HOMES, LLC**, an Alabama limited liability company, (hereinafter called the "**Borrower**," whether one or more), Mortgagor, and **SERVISFIRST BANK** (hereinafter called "**Bank**"), Mortgagee

THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502 OF THE CODE OF ALABAMA

THIS MORTGAGE IS A "CONSTRUCTION MORTGAGE" AS DEFINED IN SECTION 7-9A-334 OF THE CODE OF ALABAMA AND SECURES, AMONG OTHER OBLIGATIONS, AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND

W I T N E S S E T H ·

WHEREAS, Borrower is justly indebted to Bank on a loan (the "**Loan**") in the principal sum of TWO HUNDRED FORTY EIGHT THOUSAND and NO/100 DOLLARS (\$248,000 00), or so much as may from time to time be disbursed thereunder, as evidenced by a Promissory Note of even date herewith, payable to Bank with interest thereon (the "**Note**") on demand or as otherwise provided in the Note, and

WHEREAS, Borrower may hereafter become indebted to Bank or to a subsequent holder of this Mortgage on loans or otherwise (the Bank and any subsequent holder of this Mortgage being referred to herein as "**Lender**"), and

WHEREAS, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Borrower to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise, including all obligations incurred by the Borrower under any agreement between Borrower and Lender or any affiliate of Lender, whether now existing or hereafter entered into, which provides for an interest rate currency, equity, credit or commodity swap, cap, floor or collar, spot or foreign currency exchange transaction, cross currency swap, currency option

