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THIS INSTRUMENT PREPARED BY:

Central State Bank
11025 Highway 25
Calera, AL 35040-0000

AFTER RECORDING RETURN TO:

Central State Bank
PO Box 180
Calera, AL 35040-0000

(Space Above This Line For Recording Data)

COMMERCIAL REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on May 18, 2022 between the mortgagor(s) MOHAMMAD JASIM UDDIN, a married man, whose address is 105 SUMMER CIRCLE, BIRMINGHAM, Alabama 35242 ("Mortgagor"), and Central State Bank whose address is P.O. BOX 180, Calera, Alabama 35040 ("Lender"), which is organized and existing under the laws of the State of Alabama. Mortgagor owes Lender the principal sum of One Hundred Ninety-four Thousand and 00/100 Dollars (U.S. \$194,000.00), which is evidenced by the promissory note dated May 18, 2022. Mortgagor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of One Hundred Ninety-four Thousand and 00/100 Dollars (U.S. \$194,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, with power of sale, the following described property located in the County of Shelby, State of Alabama:

Address: 113 Braxton Way, Pelham, Alabama 35124

Legal Description: See Legal Description

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

This is a **PURCHASE MONEY MORTGAGE**.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from MOHAMMAD JASIM UDDIN to Central State Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.



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Condition of Property. Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

Payment of Taxes and Other Applicable Charges. Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

Financial Information. Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

MORTGAGOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Mortgagor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument will be governed by the laws of the State of Alabama including all proceedings arising from this Security Instrument.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.

 05-18-22

MOHAMMAD JASIM UDDIN Date
individually

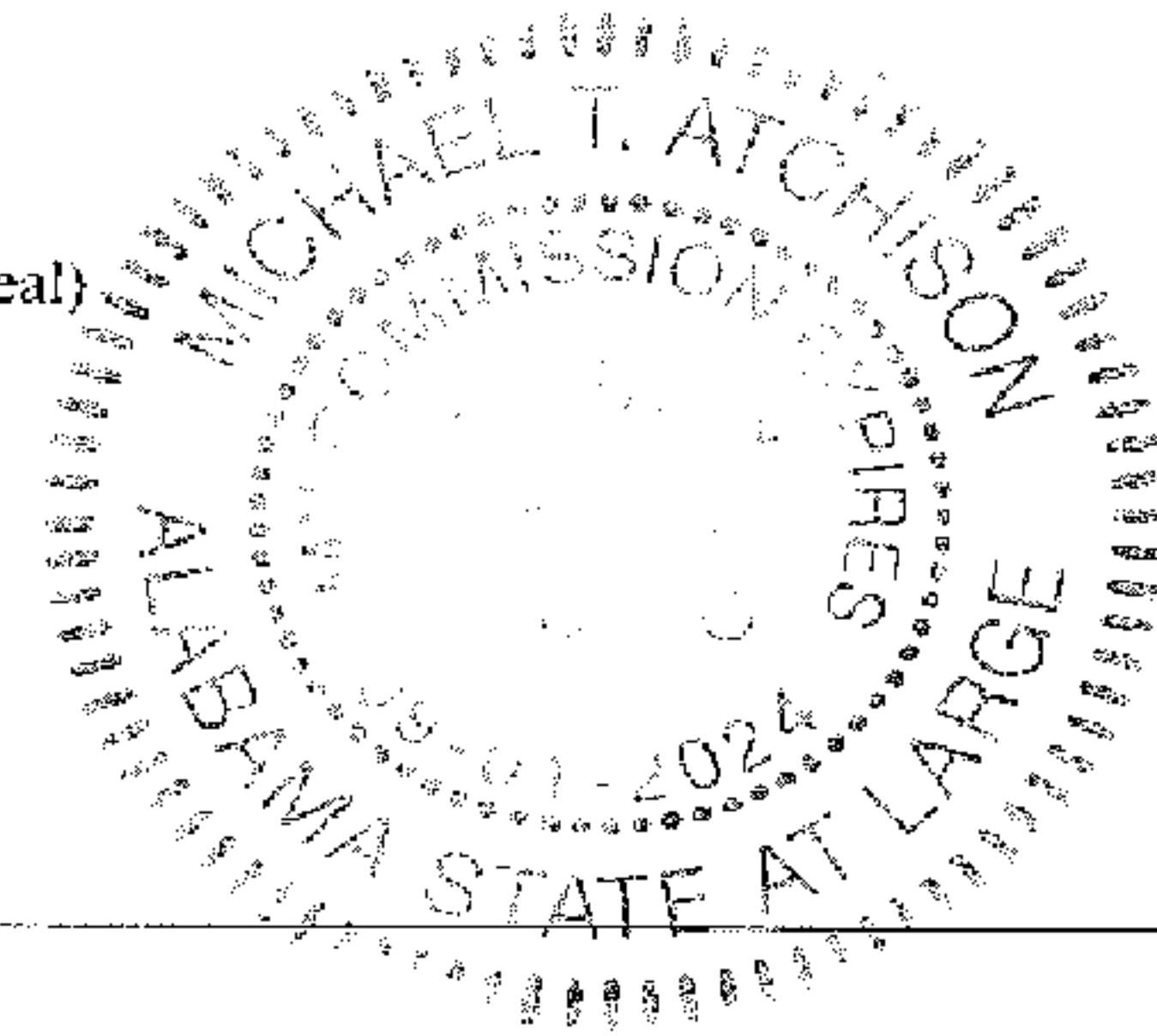
INDIVIDUAL ACKNOWLEDGMENT

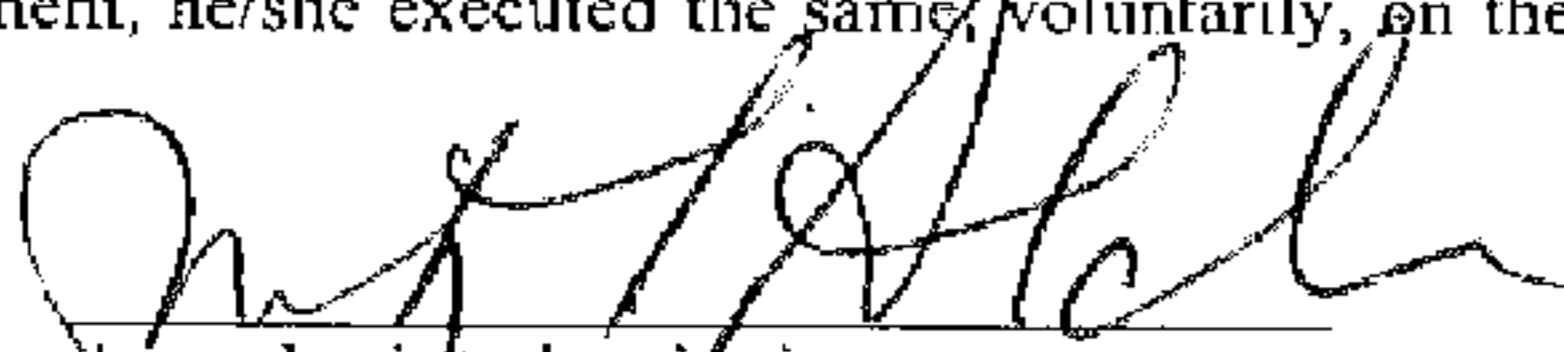
STATE OF ALABAMA)
COUNTY OF)

I, the undersigned authority, a Notary Public, do hereby certify that MOHAMMAD JASIM UDDIN, a married man, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same voluntarily, on the day the same bears date. Given under my hand this

My commission expires:

(Official Seal)




the undersigned authority
Notary Public
Identification Number 9-1-24

THIS INSTRUMENT PREPARED BY:

Central State Bank
11025 Highway 25
Calera, AL 35040-0000

AFTER RECORDING RETURN TO:

Central State Bank
PO Box 180
Calera, AL 35040-0000

(Space Above This Line For Recording Data)

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made on May 18, 2022, between MOHAMMAD JASIM UDDIN, a married man, whose address is 105 SUMMER CIRCLE, BIRMINGHAM, Alabama 35242 ("Assignor") and Central State Bank whose address is P.O. BOX 180, Calera, Alabama 35040 ("Assignee"), which is organized and existing under the laws of the State of Alabama. Assignor, in consideration of loans extended by Assignee up to a maximum principal amount of One Hundred Ninety-four Thousand and 00/100 Dollars (\$194,000.00) and for other valuable consideration, the receipt of which is acknowledged, hereby grants, transfers, assigns and sets over to Assignee all right, title and interest in and to all rents, issues, profits and privileges (now due or which may hereafter become due) of the following described real property:

Address: 113 Braxton Way, Pelham, Alabama 35124

Legal Description: See Legal Description

("Property") which secures the following:

- Loan with a principal amount of \$194,000.00

Assignor further grants Assignee all leases now or hereafter existing on all or any part of the Property, whether written or oral, or any letting or any agreement for the use of occupancy of any part of the Property which may have been or which may hereafter be made or agreed to between Assignor and any other present, prior, or subsequent owner of the Property, or any interest therein, or which may be made or agreed to by Assignee, its successors or assigns, under the powers herein granted, and any tenant or occupant of all or any part of the Property (collectively, the "Leases" and each, a "Lease").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Assignment whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Assignment by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Assignment secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from MOHAMMAD JASIM UDDIN to Central State Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Assignment and all Related Documents (hereinafter all referred to as the "Indebtedness").

AMENDMENT OR MODIFICATION OF LEASES. With respect to any Leases executed upon the Property after the creation of this Assignment and so long as the Indebtedness remains unpaid, Assignor shall not, without the written consent of Assignee: (a) cancel any Leases; (b) accept the surrender of any Leases; (c) modify or alter any Leases in any way, either orally or in writing; (d) reduce the rental set forth in any Leases; (e) consent to the assignment of any lessee's interest under any Leases, or to any subletting thereunder; or (f) make any other assignment, pledge, encumbrance, or any other disposition of any Leases, or of the rents, issues and profits derived from the use of the Property. Any of the above acts, if done without the written consent of Assignee, shall be null and void, and shall constitute a default under the Assignment and the Related Documents.

REPRESENTATIONS OF ASSIGNOR. Assignor hereby represents: (a) there are currently no leases, subleases or agreements to lease or sublease all of or any part of the Property other than any existing leases, subleases or agreements to lease or sublease all of or any part of the Property, which Assignor has disclosed in writing to Assignee (b) the Leases are valid and enforceable and no default exists under the Leases; (c) Assignor is entitled to receive all the rents, issues and profits and to enjoy all the rents and benefits mentioned herein and assigned hereby; (d) said rents, issues and profits have not been sold, assigned, transferred, or set over by any instrument now in force and shall not at any time during the life of this Assignment be sold, assigned, transferred, or set over by Assignor, or any other person taking under or through Assignor except as pursuant to this Assignment; and (e) Assignor has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Assignee the rights, interests, powers, and authorities herein granted and conferred.

COLLECTION OF RENTS. Provided no Event of Default exists under the Indebtedness or any of the Related Documents, Assignee agrees not to demand from any lessor or lessee under the Leases or from any other persons



liable therefor, any of the rents, issues or profits hereby assigned, but shall permit Assignor to collect all such rents, issues and profits from the Property and the Leases, so long as not collected more than one (1) month in advance of their due date.

EVENTS OF DEFAULT. The following events shall constitute default under this Assignment (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Assignment or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Assignee that is false or misleading in any material respect by Assignor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Assignor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Assignor for the benefit of Assignor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Borrower or any person obligated on the Indebtedness; or
- (g) Assignee deems itself insecure for any reason whatsoever.

REMEDIES. Upon the occurrence of an Event of Default under this Assignment, the Indebtedness or the Related Documents, Assignee may declare all sums secured hereby immediately due and payable and may, at Assignee's option, without notice, either in Assignee's person or by agent and with or without bringing any action or proceeding, or by any receiver appointed by the court, enter upon, take possession of, and manage and operate the Property, and each and every part thereof, and in connection therewith, Assignee may make, enforce, and modify any of the Leases; fix or modify rents; repair, maintain and improve the Property; employ contractors, subcontractors, and workmen in and about the Property; obtain and evict tenants; in its own name, sue for and otherwise collect or reserve any and all rents, issues and profits, including those past due and unpaid; employ leasing agents, managing agents, attorneys, and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof; and otherwise do and perform any and all acts which Assignee may deem necessary and appropriate in and about the Property for the protection thereof and of Assignee's rights hereunder and under the Related Documents, and any and all amounts expended by Assignee in connection with the foregoing shall constitute additional Indebtedness secured hereby to the extent permitted by law. Assignee shall apply any moneys collected, as aforesaid, less costs and expenses incurred, upon any Indebtedness secured hereby in such order and manner as Assignee may determine and to the extent permitted by law.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Assignee to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means addressed to the party given at the beginning of this Assignment unless an alternative address has been provided to Assignee in writing. To the extent permitted by law, Assignor waives notice of Assignee's acceptance of this Assignment, defenses based on suretyship, any defense arising from any election by Assignee under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Assignee is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, ASSIGNOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO THE ASSIGNEE EXERCISING ITS RIGHTS UNDER THIS ASSIGNMENT.

PAYMENT OF RENTS TO ASSIGNEE. All tenants or occupants of any part of the Property (including without limitation, all persons claiming any interest as lessor or lessee under any Leases) are hereby authorized to recognize the claims and demands of Assignee without investigation as to the reason for any action taken by Assignee or the validity of the amount of indebtedness owing to or the existence of any default hereunder or under the Related Documents, or the application of payments made by Assignee, of any amounts to be paid to Assignee. Assignee's sole signature shall be sufficient for the exercise of any right under this Assignment and Assignee's sole receipt given for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property. Checks for all or any part of the rental collected under this Assignment shall be made to the exclusive order of Assignee.

ASSIGNABILITY. Assignee may assign or otherwise transfer this Assignment or any of Assignee's rights under this Assignment without notice to Assignor. Assignor may not assign this Assignment or any part of the Assignment without the express written consent of Assignee.

ASSIGNEE'S RIGHTS AND REMEDIES. The rights and remedies of the Assignee under this Assignment are cumulative, and are not in lieu of, but are in addition to all other rights and remedies which Assignee has under this Assignment and the Related Documents.

SUCCESSORS AND ASSIGNS. All covenants and agreements contained in this Assignment shall bind, and the rights hereunder shall inure to the respective successors and assigns of the Assignor and the Assignee.

ENTIRE AGREEMENT; MODIFICATIONS; SEVERABILITY. This Assignment shall constitute the entire agreement between Assignee and Assignor. Any modification of this Assignment shall be binding only if placed in writing and signed by the Assignee and Assignor. The invalidity of any provision of this Assignment shall not affect the validity of any other provision.

PARAGRAPH HEADINGS; SINGULAR AND PLURAL TERMS. The titles to the paragraphs of this Assignment are solely for the convenience of the parties and shall not be used to interpret this Assignment. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

ATTORNEYS' FEES AND OTHER COSTS. Assignor agrees to pay all of Lender's costs and expenses incurred in connection with the enforcement of this Assignment, including without limitation, reasonable attorneys' fees, to the extent permitted by law.

GOVERNING LAW. This Assignment will be governed by the laws of the State of Alabama including all proceedings arising from this Assignment.

ORAL AGREEMENTS DISCLAIMER. This Assignment represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Assignment, Assignor acknowledges reading, understanding, and agreeing to all its provisions.

MOHAMMAD JASIM UDDIN 05/18/22
MOHAMMAD JASIM UDDIN Date
Individually

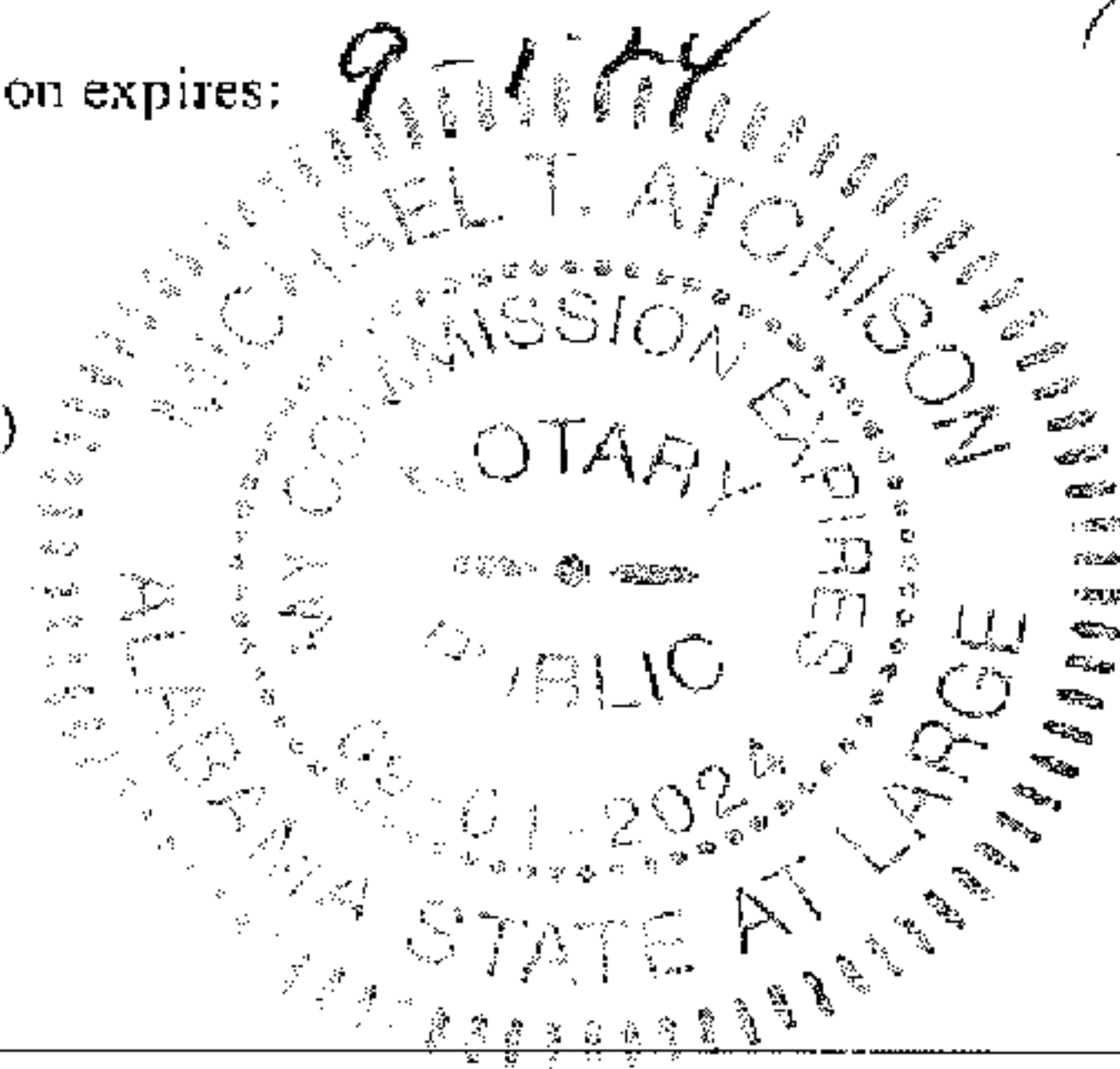
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public, do hereby certify that MOHAMMAD JASIM UDDIN, a married man, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same voluntarily on the day the same bears date. Given under my hand this

My commission expires: 9-11-24

(Official Seal)



[Signature]
the undersigned authority
Notary Public
Identification Number

ENVIRONMENTAL AGREEMENT

Central State Bank
P.O. BOX 180
Calera, Alabama 35040
(205)668-0711

LOAN NUMBER	AGREEMENT DATE
2027308	May 18, 2022

COLLATERAL OWNER INFORMATION

MOHAMMAD JASIM UDDIN
105 SUMMER CIRCLE
BIRMINGHAM, AL 35242

AGREEMENT. For purposes of this document, the term "Agreement" is used when reference is made to this Environmental Agreement.

LENDER. "Lender" means Central State Bank whose address is P.O. BOX 180, Calera, Alabama 35040, its successors and assigns.

BORROWER. "Borrower" means each party identified above to whom Lender has extended credit and financial accommodations.

OWNER. For purposes of this Agreement, the term "Owner" refers to any party who has an interest in the real property described in the Real Property Description below. The Owner includes each party identified above.

PREMISES. "Premises" means the real property, more particularly described in the Real Property Description below, together with all improvements now or hereafter located thereon.

LOAN. "Loan" means the obligation of the Borrower, which is evidenced by a note (the "Note"), in the principal amount of \$194,000.00 dated May 18, 2022.

SECURITY INSTRUMENT. "Security Instrument" means the Security Agreement, Mortgage, Deed of Trust, or Security Deed securing the Loan.

LOAN DOCUMENTS. "Loan Documents" means the Note, Security Instrument, and other documents, instruments, and agreements evidencing, securing, or otherwise related to the Loan.

ENVIRONMENTAL LAWS. "Environmental Laws" means all present and future federal, state, municipal, and local environmental health and safety laws, rules, statutes, directives, binding interpretations, binding policies, ordinances, and regulations now or hereafter in effect and as they have been or may hereafter be amended, modified, or supplemented, from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, et. seq.), the Hazardous Materials Transportation Control Act of 1970 (49 U.S.C. §1802 et. seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et. seq.), the Safe Drinking Water Act (42 U.S.C. §300(h) et. seq.), the Clean Air Act (42 U.S.C. §1857 et. seq.), the Solid Waste Disposal Act (42 U.S.C. §6901 et. seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et. seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §11001 et. seq.), the Radon Gas and Indoor Air Quality Research Act (42 U.S.C. §7401 et. seq.), the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §9601 et. seq.), and further including, without limitation, the counterparts of such statutes enacted by state and local governments with jurisdiction over the Premises or Owner, and all related rules and regulations.

HAZARDOUS MATERIALS. "Hazardous Materials" means, but is not limited to, substances defined or identified as "hazardous substances," "hazardous wastes," "toxic wastes," "toxic substances," or "pollutants" in any of the Environmental Laws, including, without limitation, asbestos and asbestos-containing materials, polychlorinated biphenyls, fuel oil, petroleum, lead paint, hazardous waste, and all other hazardous or toxic substances, contaminants, materials, or pollutants.

HAZARDOUS ACTIVITY. "Hazardous Activity" means the disposal, generation, handling, manufacturing, processing, production, refinement, storage, transfer, transportation and/or use of Hazardous Materials in, on, under, or about the Premises or any part thereof.

REAL PROPERTY DESCRIPTION.

Address: 113 Braxton Way, Pelham, Alabama 35124
Legal Description: See Legal Description

WARRANTIES. Owner hereby represents and warrants to, and covenants and agrees with Lender as follows, with the knowledge, understanding, and express intention that Lender rely on such representations, warranties, covenants, and agreements in making the Loan and accepting the Note, Mortgage, and Loan Documents: (a) the Premises and Owner are in full compliance with all of the Environmental Laws; (b) all permits, licenses, approvals, and other authorizations for the use or intended use of the Premises that are required pursuant to the Environmental Laws have been obtained and are in full force and effect; (c) Owner has not received any notice, citation, summons, directive, order, claim or any other indication (collectively, the "Environmental Citations") concerning the Premises or any portion of the premises, or Owner, which relates to Hazardous Materials, Hazardous Activity, or pollution or protection of the environment. There are no Environmental Citations pending or, to the best of Owner's knowledge, after diligent inquiry and investigation, threatened under any of the Environmental Laws, nor is there any proceeding pending or, to the best of Owner's knowledge, after diligent inquiry and investigation, threatened, concerning the Premises or any portion thereof, or Owner, which relates to Hazardous Materials, Hazardous Activity, or pollution or protection of the environment. Owner has no notice of any claim for which Owner may be liable to any person or entity as a result of any Hazardous Activity or otherwise under any of the Environmental Laws with respect to the Premises or any part thereof, or Owner, or any property in which Owner has an interest; (d) neither Owner, nor any present or, to the best of Owner's knowledge, previous owner, occupant, operator, or user of the Premises or any portion thereof, has permitted or conducted, and Owner shall not hereafter permit or conduct, any Hazardous Activity in respect of the Premises or any portion thereof, nor are any Hazardous Materials present at the Premises, except those used in the ordinary course of business on the Premises; (e) neither the Premises nor any portion thereof has ever been subject to any federal, state, or local action or proceeding with respect to any Hazardous Activity, Hazardous Materials or any of the Environmental Laws; (f) Owner has not been found liable under any of the Environmental Laws nor is Owner, to Owner's knowledge, under investigation in respect thereof; (g) all surface water, soil, and groundwater at the Premises is uncontaminated; (h) the Premises shall at all times hereafter be owned, occupied, operated, and maintained in strict compliance with all of the Environmental Laws. Owner shall at all times maintain in full force and effect all necessary permits, licenses, approvals, and other authorizations required under the Environmental Laws for the Premises and the use or intended use thereof. Owner shall provide Lender with a copy of any request for information or any inspection of the Premises by any governmental authority with respect to any Hazardous Materials or Hazardous Activity and a copy of any response to each such request or inspection and any written notice of any pending or threatened proceeding, advice, or inquiry concerning the Premises or any portion of the Premises which relates to any Hazardous Materials, Hazardous Activity, or pollution or protection of the environment, promptly after delivery thereof. Owner shall, promptly upon gaining notice thereof, notify Lender of any release, discharge, or spill of any Hazardous Materials in, on, under, or about the Premises or the existence of any Hazardous Materials emanating from or passing through the Premises. Owner will dispose of all waste material generated in the normal course of business according to State or Federal regulations, and (i) in the event that there has been, or Lender believes that there will be, a discharge, release, or spill of Hazardous Materials in, on, over, under, or about the Premises, or that any Hazardous Materials are emanating from or passing through the Premises (regardless of whether Lender has received written notice thereof in accordance with the terms of this Agreement), Owner shall, upon Lender's request and at Owner's sole cost and expense, promptly arrange for such tests of the Premises as Lender may require. Borrower agrees that the repayment of the Loan may, at Lender's election, be accelerated and declared immediately due and payable if Lender shall have reasonably determined that, based on such tests, there exists a violation under any of the Environmental Laws and Owner shall not



promptly and in compliance with all Environmental Laws and all other applicable laws, rules, and regulations have remedied such violation to the satisfaction of Lender or shall not have otherwise made appropriate arrangements which are satisfactory to Lender in Lender's sole discretion.

INDEMNIFICATION. Owner and Borrower absolutely and unconditionally indemnifies, defends and holds Lender free and harmless of, from and against any and all claims, costs, expenses, liabilities, losses, liens, encumbrances, fees, damages, judgments, penalties, causes of action, and other charges of whatsoever kind or nature (including, without limitation, reasonable attorneys' fees and disbursements and the fees and expenses of any environmental and analytical laboratories, consultants, and engineers) suffered or incurred by Lender, including, without limitation, all foreseeable and unforeseeable consequential damages and losses and the cost of any required or necessary repair, removal, remediation, clean up, detoxification, and all other action required, necessary, or otherwise taken prior to or following a transfer of title to the Premises or any portion thereof, and arising, relating, or resulting directly or indirectly out of or in connection with (a) any of the Environmental Laws affecting all or any part of the Premises or Owner; (b) the past, present, or future existence of any Hazardous Materials in, on, under, about, or emanating from or passing through the Premises or any part thereof or any property adjacent thereto; (c) any past, present, or future Hazardous Activity at or in connection with the Premises or any part thereof; and (d) the noncompliance by Owner or Borrower or Owner's or Borrower's failure to comply fully and in a timely manner with those provisions of this Agreement and the Loan Documents relating to Hazardous Materials, Hazardous Activity, or compliance with the Environmental Laws.

CONTINUING EFFECT. The obligations, covenants, agreements, and duties of Owner under this Agreement shall in no way be affected or impaired by reason of the occurrence from time to time of any one or more of the following with respect to the Loan Documents, this Agreement, or the Premises, even though notice may not have been given to, or received from, or the further consent of Owner thereto may not have been obtained: (a) the exchange, release or nonperfection of the Security Instrument, any security under the Security Instrument, or any of the Loan Documents or any security provided thereunder, or the release, modification, amendment, waiver, or failure to enforce any guaranty, indemnity, pledge, or security device whatsoever; (b) the sale, transfer, or conveyance of the Premises or any part interest therein to any party, whether now or hereafter having or acquiring an interest in the Premises; (c) the acceptance by Lender of the Premises by a deed in lieu of foreclosure or the acceptance by Lender of any other security; (d) the change (whether material or immaterial) in any of the Environmental Laws, or the promulgation of any new Environmental Laws; (e) the release, in whole or in part, of Borrower and/or Owner from the performance or observance of any of the agreements, covenants, terms, or conditions contained in any of the Loan Documents by operation of law; (f) the extension of or change in the time for or manner or place of the payment of any sums owing or payable under the Loan Documents or the time for the performance of any other obligation under or arising out of or on account of any of the Loan Documents; (g) the occurrence of the maturity of the Note and/or the acceleration of the indebtedness evidenced thereby; (h) the supplementation, modification or amendment (whether material or otherwise) of any of the Loan Documents or any of the obligations of Borrower and/or Owner or other party as set forth in any of the Loan Documents; (i) any failure, omission, delay or lack on the part of the Lender or any other person to enforce, assert or exercise any right, power or remedy conferred on Lender or such other person in or by virtue of any of the Loan Documents or any action on Lender's or such other person's part granting indulgence or extension in any form; (j) the voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the property of, or the marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition, or readjustment, or other similar application of proceeding affecting Borrower or Owner or other party to any of the Loan Documents or any of the assets of the Borrower or Owner or other party to any of the Loan Documents; and (k) the enforcement by Lender, of any rights, remedies, or powers available to Lender under any of the Loan Documents against the Borrower or Owner or other party, or against the Premises or any other security.

NOTICES. Unless otherwise required by applicable law, any notice or demand given by Lender to Owner is considered effective when it is deposited in the United States Mail with the appropriate postage, mailed to the address of the Owner given at the beginning of this Agreement.

GENERAL WAIVERS. To the extent permitted by law, the Owner waives notice of Lender's acceptance of this agreement, defenses based on suretyship, any defense arising from any election by the Lender under the Bankruptcy Code, Uniform Commercial Code or other applicable law, demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, and any other notice.

JOINT AND SEVERAL LIABILITY. If permitted by law, each Owner and Borrower executing this Agreement is jointly and severally bound.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Agreement without invalidating the remainder of either the affected provision or this Agreement.

SURVIVAL. The Lender's rights in this Agreement will continue in its successors and assigns. This Agreement is binding on all heirs, executors, administrators, assigns, and successors of Owner.

ASSIGNABILITY. The Lender may assign or otherwise transfer this Agreement or any of Lender's rights under this Agreement without notice to the Owner. Any assignee of the Lender has the same rights as the Lender. The Owner may not assign this Agreement, or any part of the Agreement without the prior express written consent of the Lender.

RELIANCE. Every representation, warranty, covenant, agreement, indemnity, and undertaking made in this Agreement or made in any of the Loan Documents or in any certificate or other writing delivered in connection with the Loan shall be deemed to have been relied upon by Lender (and any assignee or transferee of Lender or participant with Lender in the Loan).

RESERVATION OF RIGHTS. The representations, warranties, covenants, agreements, indemnities, and undertakings of Owner contained in this Agreement shall continue notwithstanding the satisfaction, discharge, release, termination, or cancellation of the Security Instrument and/or repayment of the Loan.

FULL RECOURSE. It is expressly understood and agreed that the obligations of Owner hereunder are and shall be absolute under any and all circumstances, without regard to the validity, regularity, or enforceability of any of the Loan Documents.

BINDING EFFECT. All agreements, covenants, representations, warranties, indemnities, and terms contained in this Agreement shall bind the successors and assigns of Owner and shall inure to the benefit of Lender, its successors and assigns and any participants in the Loan.

NO WAIVER. No delay on the part of Lender in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right hereunder or the failure to exercise any power or right in any instance preclude other or further exercise thereof or the exercise of any other power or right; nor shall Lender be liable for exercising or failing to exercise any such power or right. The rights and remedies hereunder expressly specified are cumulative and not exclusive of any rights or remedies which Lender may or will otherwise have.

REIMBURSEMENTS. If Lender for any reason whatsoever shall deem it necessary to refer this Agreement to one or more attorneys for enforcement, by suit or otherwise, or for the protection or preservation of the Premises, there shall be immediately due from Owner to Lender, in addition to the sums due and payable hereunder, and under the Loan Documents, reasonable attorneys' fees and disbursements, together with all costs and expenses of such action, which costs, expenses, fees, and disbursement shall be deemed part of the Borrower's obligations hereunder.


TERMINATION. The Lender is under no obligation to provide a termination statement related to this Agreement except upon receipt of an authenticated demand from the Owner.

GOVERNING LAW. This Agreement is governed by the laws of Alabama, without giving effect to the principles of conflicts of laws, except to the extent, if any, preempted by federal law.

HEADINGS AND GENDER. The headings in this Agreement are for general convenience in identifying subject matter. The headings have no effect on the text. All words used in this Agreement are read to be of whatever gender or number is appropriate under the circumstances.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

ACKNOWLEDGMENT. The undersigned agrees to all of the provisions in this Agreement, and further acknowledges receipt of a true and complete copy of this Agreement.

 05-18-22

MOHAMMAD JASIM UDDIN Date
Individually

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EXHIBIT "A"
LEGAL DESCRIPTION

Lot 67, according to the Map and Survey of Stratford Place, Phase II, Final Plat, as recorded in Map Book 12, Page 91, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/18/2022 01:46:48 PM
\$346.00 CHARITY
20220518000203340

Allie S. Bayl