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PURCHASE MONEY MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

This Purchase Money Mortgage, Security Agreement and Assignment of Rents and Leases (the "Mortgage") is made and entered into this 24th day of June, 2022, by and between **Terry W. Rasco and Deborah J. Rasco, Husband and Wife (the "Borrower" or "Debtor" whether one or more)**, whose address for notice purposes is 921 357 Wixford Trace, Alabaster, AL 35007, and **CMJW, LLC(hereinafter the "Lender" or "Secured Party")**, whose address for notice purposes is 2135 Hwy. 58, Helena, AL 35080.

RECITALS

A. The Borrower is justly indebted to the Lender in the principal sum of **Seventy-five Thousand and 00/100 Dollars (\$75,000.00)**, as evidenced by a promissory note of even date herewith, which note bears interest as provided therein (the "Note").

B. To secure the Note, and to induce the Lender to extend credit to Borrower on the strength of the security provided by this mortgage, the Borrower has agreed to execute and deliver this mortgage to the Lender. All of the funds secured hereby have been applied to the purchase price of the property further described on Exhibit A hereto.

NOW, THEREFORE, in consideration of the premises, and to secure the following (hereinafter collectively referred to as the "Debt"):

1. the payment of the debt evidenced by the Note, and interest thereon and any and every extension, renewal and modification thereof, or of any part thereof, and all interest on all such extensions, renewals and modifications;
2. the compliance with and the complete and full performance of all stipulations, covenants, duties, agreements, representations, warranties, obligations and conditions contained in the Note and this mortgage; and
3. the payment of any and all sums now or hereafter becoming due and payable by Borrower to Lender under the terms of this mortgage, including but not limited to advances made by Lender to or for the benefit of Borrower, as contemplated by any covenant or provision contained herein.

the Borrower does hereby grant, bargain, sell and convey unto the Lender, its successors and assigns, the property and interests in property described in the following granting clauses A through E, both inclusive, and does grant to the Lender a security interest in said property and interests in property:

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") together with all improvements, structures, buildings and fixtures now or hereafter situated thereon or therein (the "Improvements").
- B. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C.
 1. All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Borrower is the lessor, including but not limited to any existing leases (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned including but not limited to, the Existing Leases being hereinafter collectively referred to as the "Leases");



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2. any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

3. the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Borrower may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that the Borrower may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default has occurred, the Borrower shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

4. any award, dividend or other payment made hereafter to the Borrower in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Borrower hereby appoints the Lender as the Borrower's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

D. All materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Borrower for the purpose of, or used or useful in connection with, the Real Estate or the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Real Estate or the Improvements.

E. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to Lender, or in which the Lender is granted a security interest, as and for additional security hereunder by the Borrower, or by anyone on behalf of, or with the written consent of, the Borrower.

All of the property and interests in property described in the foregoing granting clauses A through E, both inclusive, are herein sometimes collectively called the "Property". The personal property described in granting clause D and all other personal property covered by this mortgage are herein sometimes collectively called the "Personal Property".

Some of the said items are or may become "fixtures" on the above-described property and as provided under Article 9 of the Uniform Commercial Code, this Mortgage, 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 items which are or may become fixtures.

SUBJECT, HOWEVER, to the easements, rights-of-way and other exceptions of record.

To have and to hold the Property unto the Lender, its successors and assigns forever.

1. Warranties of Title. The Borrower covenants with the Lender that, Subject to any exceptions shown on Exhibit A, the Borrower is lawfully seized in fee simple of the Real Estate and is the lawful owner of, and has good title to, the Personal Property, Improvements and other Property and has a good right to sell, mortgage, grant a

security interest in, assign and convey the Property as aforesaid; that the Property is free of all mortgages, liens, security interests, assignments and encumbrances, unless otherwise provided hereinbefore; and that the Borrower will warrant and forever defend the title to the Property unto the Lender against the lawful claims of all persons.

2. Grant of Security Interest. In addition to any other granting clause contained herein, Borrower (the "debtor" for purposes of the Uniform Commercial Code), in consideration of the Lender's (the "secured party" for purposes of the Uniform Commercial Code) making the Loan as aforesaid and for other good and valuable consideration, and to secure the prompt payment of same, with interest thereon, and any extensions, renewals, modifications, and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including, but not limited to attorneys' fees, and any and all other indebtedness, and further to secure the performance of the covenants, conditions, and agreements herein set forth and in the Note, does hereby grant to Lender title to and a security interest in such portions of the Property the security interest in and disposition of which is governed by the Uniform Commercial Code (the "Collateral"), including, without limitation, the property described in the Financing Statements executed, approved, or authorized in connection herewith which are incorporated herein by reference as if set forth fully and at length. All terms used herein which are defined in the Alabama Uniform Commercial Code (the "Uniform Commercial Code") shall have the same meaning herein as in the Uniform Commercial Code unless otherwise indicated herein. Borrower warrants to Lender that no financing statement covering any Collateral or any proceeds thereof is on file in any public office, except for financing statements specifically set forth on an addendum attached hereto, if any, and except for the financing statements executed, authorized or approved by Borrower in favor of Lender. The Borrower hereby specifically authorizes the Lender to prepare and to file financing statements covering the Collateral in form satisfactory to the Lender, and will pay the cost of filing the same, in all public offices wherever filing is deemed by the Lender to be necessary or desirable. The Borrower promises to pay to the Lender the fees incurred in filing the financing statements, including but not limited to mortgage recording taxes payable in connection with filings on fixtures, which fees shall become part of the indebtedness secured hereby.

3. Maintenance of Lien Priority. The Borrower shall take all steps necessary to preserve and protect the validity and priority of the liens on, security interests in, and assignment of, the Property created hereby. The Borrower shall execute, acknowledge and deliver such additional instruments as the Lender may deem necessary in order to preserve, protect, continue, extend or maintain the liens, security interests and assignments created hereby as first liens on, security interests in, and assignments of, the Property, except as otherwise permitted under the terms of this mortgage. All costs and expenses incurred in connection with the protection, preservation, continuation, extension or maintaining of the liens, security interests and assignments hereby created shall be paid by the Borrower.

4. Representations and Warranties Related to Rents and Leases. The Borrower represents and warrants that:

(a) The Borrower has good title to the Rents and Leases hereby assigned and good right to assign the same, and no other person, corporation or entity has any right, title or interest therein.

(b) The Borrower has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the Existing Leases on the Borrower's part to be kept, observed and performed.

(c) The Borrower has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due.

(d) No rents due for any period subsequent to the month next succeeding the date of this mortgage have been collected, and no payment of any of the Rents has otherwise been anticipated, waived, released, discounted, set-off or otherwise discharged or compromised.

(e) The Borrower has not received any funds or deposits from any lessee in excess of one month's rent for which credit has not already been made on account of accrued rents.

(f) To the best of Borrower's knowledge, the lessees under the Existing Leases are not in default under any of the terms thereof.

5. Covenants To Pay Liens and Maintain Insurance. For the purpose of further securing the



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payment of the Debt, the Borrower covenants and agrees to: (a) pay promptly, when and as due, and, if requested, will exhibit promptly to the Lender receipts for the payment of all taxes, assessments, water rates, utility charges, dues, charges, fines, penalties, costs and other expenses incurred, and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Property or any part thereof, or upon the interest of the Lender in the Property or any charge which, if unpaid, would become a lien or charge upon the Property prior to or equal to the lien of this Mortgage for any amounts secured hereby or would have priority or equality with this Mortgage for any amounts secured hereby or would have priority or equality with this Mortgage in distribution of the proceeds of any foreclosure sale of the Property or any part thereof (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Lender, at its option, may pay the same; and (b) keep the Property continuously insured, in such manner and with such companies as may be satisfactory to the Lender, against loss by flood (if the Property is located in a flood-prone area), fire, windstorm, vandalism and malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable (pursuant to loss payable clauses in form and content satisfactory to the Lender) to the Lender, as its interests may appear. Each such policy or policies shall provide that the insurance provided thereby, as to the interest of the Lender, shall not be invalidated by any act or neglect of the Borrower, nor by the commencement by or against the Borrower of bankruptcy, insolvency, receivership or other proceedings for the relief of a debtor, nor by any foreclosure, repossession or other proceedings relating to the property insured, nor by any occupation of such property or the use of such property for purposes more hazardous than permitted in the policy. All such insurance shall be replacement cost coverage rather than actual cash value coverage and shall be in an amount at least equal to the full insurable value of the Personal Property and Improvements unless the Lender agrees in writing that such insurance may be in a lesser amount. The Borrower agrees that the Borrower will not take any action or fail to take any action, which would result in the invalidation of any insurance policy required hereunder. Borrower shall give Lender immediate written notice of any loss or damage to the Property caused by any casualty. The Borrower shall cause duplicate originals of any and all such insurance policies and all replacements therefor to be deposited with the Lender. At least thirty (30) days prior to the date the premiums on each such policy or policies shall become due and payable, the Borrower shall furnish to the Lender evidence of the payment of such premiums. The original insurance policy and all replacements therefor must provide that they may not be canceled and shall not lapse without the insurer's giving at least thirty (30) days' prior written notice of such cancellation or lapse, in whole or in part, to the Lender. If Borrower fails to keep the Property insured as above specified, the Lender may at its option and sole discretion, insure the Property for its insurable value against loss by fire, wind and other hazards as specified above for the sole benefit of the Lender and may procure such insurance at the Borrower's expense.

Prior to the Borrower performing any construction or other work on or about the Property for which a lien could be filed against the Property, the Borrower shall enter into a written contract ("Construction Contract") with any prime contractor who is to perform such work directly for Borrower, or materialman providing materials directly to Borrower (each a "Contractor"), containing a provision whereby (i) the Contractor shall, at the request of the Borrower or Lender, verify in an affidavit in a form approved by the Lender that all labor and materials furnished by the Contractor, including all applicable taxes, have been paid by the Contractor up to the date of such requested affidavit, (ii) the Contractor shall, upon the request of the Borrower or Lender, at no cost to Lender, post a bond guaranteeing payment for labor and materials provided by all subcontractors, sub-subcontractors and materialmen and subsequently obtain advance lien waivers from such parties in a form acceptable to Lender, (iii) the Contractor agrees to subordinate any lien against the Property, whether obtained under the mechanics' lien laws or otherwise, to the lien, right, title and terms of the Loan Documents and all advances to be made thereunder and to include a similar provision in contracts with all subcontractors, sub-subcontractors and materialmen with respect to liens obtained by such parties and (iv) the Contractor agrees that foreclosure or a conveyance in lieu of a foreclosure of the liens and security interests securing the Obligations shall be fully and automatically effective to terminate and extinguish all of Contractor's liens and claims of any kind against the Property and to include a similar provision in contracts with all subcontractors, sub-contractors and materialmen with respect to liens obtained by such parties. Notwithstanding the foregoing, if mechanics' or other liens shall be filed against the Property purporting to be for labor or material furnished or to be furnished on behalf of the Borrower, or for any other reason relating to the acts or omissions of the Borrower, then the Borrower shall at its expense, cause such lien to be discharged of record by payment, bond or otherwise within fifteen (15) days after the filing thereof. If the Borrower shall fail to cause such lien to be discharged of record within the fifteen (15) day period, the Lender may, in Mortgagee's sole discretion, cause such lien to be discharged by payment, bond or otherwise without investigation as to the validity thereof or as to any offsets or defenses thereto, and the Borrower shall, upon demand, reimburse the Lender for all amounts paid and costs incurred in connection therewith including, without limitation, attorneys' fees and disbursements.

Upon the Lender's request the Borrower shall pay to the Lender monthly, an amount equal to one-twelfth (1/12)

of the annual premiums for the insurance policies referred to hereinabove, one-twelfth (1/12) of the yearly taxes on the Property, as estimated by Lender, and any other item which at any time may be or become a lien upon the Property (the "Escrow Charges") in addition to each regular installment of principal and interest. The amounts so paid shall be used in payment of the Escrow Charges so long as no Event of Default shall have occurred. No amount so paid to the Lender shall be deemed to be trust funds, nor shall any sums paid bear interest. The Lender shall have no obligation to pay any insurance premium if at any time the funds being held by the Lender for such premium are insufficient to make such payments. If, at any time, the funds being held by the Lender for any insurance premium are exhausted, or if the Lender determines, in its sole discretion, that such funds will be insufficient to pay in full any premium when due, the Borrower shall promptly pay to the Lender, upon demand, an amount which the Lender shall estimate as sufficient to make up the deficiency. In the event of an Event of Default hereunder or of a default by Borrower under the Note, the Lender may apply such sums to the reduction of the indebtedness secured hereby in any manner selected by the Lender, but, unless otherwise agreed by the Lender in writing, no application of insurance 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 any such other obligations.

6. Assignment of Insurance Policies, etc. The Borrower hereby assigns and pledges to the Lender, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures the Property, or any part thereof (including without limitation the Personal Property and Improvements, or any part thereof), together with all right, title and interest of the Borrower in and to each and every such policy, including, but not limited to, all the Borrower's right, title and interest in and to any premiums paid on each such policy, including all rights to return premiums. If the Borrower fails to keep the Property insured as specified above then, at the election of the Lender and without notice to any person, the Lender may, but shall not be obligated to, insure the Property for its full insurable value (or for such lesser amount as the Lender may wish) against such risks of loss and for its own benefit. The proceeds from such insurance (less the costs of collecting the same), if collected, shall be credited against the Debt, or, at the election of the Lender, such proceeds may be used to purchase additional Personal Property to replace Personal Property which has been damaged or destroyed and to repair or reconstruct the Improvements.

All amounts spent by the Lender for insurance or for the payment of Liens or for environmental testing or remediation shall become a debt due by the Borrower to the Lender and at once payable, without demand upon, or notice to, the Borrower, and shall be secured by this mortgage, and shall bear interest at the rate of interest set forth in the Note or such lesser rate of interest as shall then be the maximum amount permitted by law, from the date of payment by the Lender until paid by the Borrower. The Lender is hereby authorized, but not required, on behalf of the Borrower, to collect for, adjust or compromise any losses under any insurance policy or policies and to apply, at its option, the loss proceeds (less expenses of collection) on the Debt, in any order and amount, and whether or not due, or hold such proceeds as a cash collateral reserve against the Debt or apply such proceeds to the restoration of the Property, or to release the same to Borrower, but no such application, holding in reserve or release shall cure or waive any default by the Borrower. In case of a sale pursuant to the foreclosure provisions hereof, or any conveyance of all or any part of the Property in extinguishment of the Debt, complete title to all insurance policies held by the Lender and the unearned premiums with respect thereto shall pass to and vest in the purchaser or grantee of the Property. If the Property or any part thereof is located within an area that has been, or should such area at any time be, designated or identified as an area having special flood hazards by any governmental authority having jurisdiction, then Borrower shall obtain such insurance as is required by such governmental authority in amounts required by Lender.

7. Assignment of Condemnation Proceeds, etc. As further security for the Debt and the full and complete performance of each and every obligation, covenant, agreement and duty of the Borrower contained herein, and to the extent of the full amount of the Debt secured hereby and of the costs and expenses (including reasonable attorneys' fees) incurred by the Lender in the collection of any award or payment, the Borrower hereby assigns to the Lender any and all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Borrower with respect to the Property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade or of any street or (c) any other injury to or decrease in value of the Property. All such damages, condemnation proceeds and consideration shall be paid directly to the Lender, and after first applying said sums to the payment of all costs and expenses (including reasonable attorneys' fees) incurred by the Lender in obtaining such sums, the Lender may, at its option, apply the balance on the Debt in any order and amount and whether or not then due, or hold such balance as a cash collateral reserve against the Debt, or apply such balance to the restoration of the Property, or release the balance to the Borrower. No such application, holding in reserve or release shall cure or waive any default of the Borrower.



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8. Covenant Against Waste. The Borrower agrees to take good care of the Real Estate and all Improvements and Personal Property and not to commit or permit any waste thereon, and at all times to maintain and preserve such Improvements and Personal Property in as good condition as they now are, reasonable wear and tear excepted. The Borrower (a) shall not remove, demolish or alter the design or structural character of any buildings now or hereafter erected on the Real Estate without the express prior written consent of the Lender, (b) shall comply with all laws and regulations of any governmental authority with reference to the Property and the manner and use of the same and (c) shall from time to time make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be fully preserved and maintained. The Borrower agrees not to remove any of the fixtures or personal property included in the Property without the express prior written consent of the Lender unless the same is immediately replaced with like property of at least equal value and utility.

Lender and other persons authorized by Lender shall have access to and the right, but not the obligation, to enter and inspect the Property at all reasonable times and upon reasonable notice to Borrower, including monthly inspections if deemed necessary by Lender. In the event Lender finds that Borrower is not maintaining the Property as required herein, Lender (a) may declare the Debt to be at once due and payable under the terms of this mortgage or (b) may, but shall not be obligated to, notify Borrower in writing of the needed repairs and Borrower shall have ten (10) business days to make satisfactory arrangements to bring the Property back to good condition. If Borrower notifies Lender in writing of such needed repairs and, after such time, satisfactory arrangements have not been made by Borrower to bring the Property back to good condition as determined in the sole discretion of Lender, Lender shall have the right, but not the obligation, (a) to make the repairs required at the expense of Borrower, or (b) to declare the Debt to be at once due and payable under the terms of this mortgage.

9. Environmental Matters. Borrower represents, warrants and covenants as follows:

(a) No Hazardous Materials (as hereinafter defined) have been, are, or will be while any part of the indebtedness secured by this mortgage remains unpaid, contained in, treated, stored, handled, located on, discharged from, or disposed of on, or constitute a part of, the Property. 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, pollutants or other contaminants, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Clean Water Act, as amended (33 U.S.C. § 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. § 7401, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 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 and any other toxic or hazardous materials, as amended, or in any other federal, state, or local environmental law, ordinance, rule, or regulation now or hereafter in effect;

(b) No underground storage tanks, whether in use or not in use, are located in, on or under any part of the Property;

(c) All of the Property complies and will comply in all respects with applicable environmental laws, rules, regulations and court or administrative orders;

(d) The Borrower 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, the Borrower 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;

(e) There are no pending response actions, civil or criminal litigation, claims, or enforcement procedures, or threats of response actions, civil or criminal litigation, claims, or enforcement proceedings by private or governmental or administrative authorities relating to environmental impairment,



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conditions, or regulatory requirements with respect to the Property;

(f) Borrower, at Borrower's expense, promptly upon the written request of Lender from time to time, shall provide Lender with an environmental audit report, or an update of such report, all in scope, form, and content satisfactory to Lender;

(g) In the event of any release, spill, or disposal of Hazardous Materials on the Property, whether or not the same originates or emanates from the Property or any such contiguous real estate, and/or if Borrower shall fail to comply with any environmental law ordinance, rule, or regulation, Lender may, at its election, but without the obligation so to do, give such notices as may be required by law and/or cause any remediation or response that may be necessary to be performed at the Property and/or take any and all other actions as Lender shall deem necessary or advisable in order to remedy said spill or disposal of Hazardous Materials and return the Property to a condition free of Hazardous Materials or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the default rate (as specified in the Note) from the date of payment by Lender, shall be immediately due and payable by Borrower to Lender and until paid shall be added to and become a part of the indebtedness secured hereby; and

(h) Borrower hereby agrees to indemnify and hold Lender harmless from all loss, cost, damage, claim, fine, penalty, and expense (including but not limited to, reasonable attorneys' fees and costs of investigation and litigation) incurred by Lender on account of (i) the violation of any representation, warranty or covenant set forth in this paragraph 8, (ii) Borrower's failure to perform any obligations of this paragraph 8, (iii) Borrower's or the Property's failure to comply fully with all environmental laws, ordinances, rules, and regulations, or with all occupational health and safety laws, rules, and regulations, or (iv) any other matter related to environmental conditions on, under, or affecting the Property. This indemnification shall survive payment of the indebtedness secured by this mortgage, the exercise of any right or remedy hereunder or under any other loan document securing or evidencing said indebtedness, any subsequent sale or transfer of the Property, and all similar or related events or occurrences. Borrower shall give immediate oral and written notice to Lender of its receipt of any notice of a violation of any law, ordinance, rule, or regulation covered by this paragraph 8 or of any notice or other claim relating to the environmental condition of the Property, or of its discovery of any matter which would make the representations, warranties and/or covenants herein inaccurate or misleading in any respect.

10. Covenants Related to Rents and Leases. The Borrower covenants and agrees that the Borrower shall:

(a) observe, perform and discharge all obligations, covenants and warranties provided for under the terms of the Leases to be kept, observed and performed by the Borrower, and shall give prompt notice to the Lender in the event the Borrower fails to observe, perform and discharge the same;

(b) enforce or secure in the name of the Lender the performance of each and every obligation, term, covenant, condition and agreement to be performed by any lessee under the terms of the Leases;

(c) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the Borrower and any lessee thereunder, and, upon request by the Lender to do so in the name and on behalf of the Lender but at the expense of the Borrower, and to pay all costs and expenses of the Lender, including reasonable attorneys' fees, in any action or proceeding in which the Lender may appear;

(d) not receive or collect any Rents from any present or future lessee of the Real Estate or any of the Improvements, or any part thereof, for a period of more than one month in advance, or pledge, transfer, mortgage or otherwise encumber or assign future payments of the Rents;

(e) not waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any lessee of the Real Estate or any of the Improvements of and from any obligations, covenants, conditions and agreements by said lessee to be kept, observed and performed, including the obligation to pay rent in the manner and at the place and time specified in any Lease;



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(f) not cancel, terminate or consent to any surrender of any Lease, or modify or in any way alter the terms thereof without, in each such instance, the prior written consent of the Lender;

(g) not renew or otherwise extend the term of the Existing Leases; provided, however, that nothing herein contained shall prevent Borrower, upon expiration of the now-current term (or other expiration or termination) of the Existing Leases, from leasing the property covered thereby to the lessee thereunder by a lease or leases expressly subject and fully subordinate to the lien, assignment and security interest of this mortgage; and

(h) promptly upon the execution by the Borrower of any Lease, (i) furnish the Lender with the name and address of the lessee thereunder, the term of such Lease and a description of the premises covered thereby and, upon request of the Lender, a copy of such Lease, and (ii) execute all such further assignments of such Lease and the Rents therefrom as the Lender may require.

11. Covenant Against Sale, Lease or Transfer, etc. Notwithstanding any other provision to this mortgage or the Note, if the Real Estate or the Improvements, or any part thereof, or any interest therein, is sold, leased, conveyed or transferred, without the Lender's prior written consent, or if the Real Estate or the Improvements, or any part thereof, or any interest therein, becomes subject to any additional lien, mortgage or other encumbrance, either voluntarily or involuntarily, without the Lender's prior written consent, the Lender may, at its sole option: (a) declare the Debt immediately due and payable in full, or (b) require the payment, after the date of such sale, lease, conveyance or transfer, of a higher rate of interest on the unpaid principal portion of the Debt as a condition to not exercising such option to accelerate the Debt, whether such rights be exercised by the Lender to obtain a higher rate of interest on the Debt or to protect the security of this mortgage.

12. Defeasance. This mortgage is made upon the condition that if the Borrower pays the Debt, as defined in this mortgage, and reimburses the Lender for any amounts the Lender has paid in respect of Liens, insurance premiums, Hazardous Substances, or otherwise under this mortgage, and interest thereon, and fulfills all of its other obligations under this mortgage, this conveyance shall be null and void.

13. Events of Default. The Borrower shall be deemed in default hereunder upon the occurrence of any of the following events ("Events of Default"): (a) the Borrower shall fail to pay to the Lender when due the principal or interest on the Note or any other Debt secured hereby; or (b) if the Borrower fails to comply with any of the provisions of this mortgage or the Note; or (c) if any statement, representation or warranty contained in this mortgage, the Note, or any report, certificate or other instrument delivered to Lender shall be untrue or misleading in any material respect; or (d) if the Borrower sells, conveys, transfers, mortgages or further encumbers all or part of the Property; or (e) if any lien, statement of lien or suit to enforce a lien is filed against any of the Property and the Borrower fails to have such lien satisfied or suit dismissed or to secure the payment of the amount claimed by such lien, statement of lien or suit by a bond, letter of credit or other security satisfactory to the Lender within ten (10) days of the day such lien or statement of lien is filed in the office of the Judge of Probate of the County in which the Real Estate is located or such suit is filed in court; or (f) if any other event of default occurs under the Note; (g) if the Borrower or any co-maker, endorser, surety, or guarantor of the Note or any of the other Debts (hereinafter collectively called the "Obligors" and singularly an "Obligor") fails to pay such Obligor's debts generally as they become due, admits in writing any such Obligor's inability to pay such Obligor's debts as they become due, or if a receiver, trustee, liquidator or other custodian is appointed for any Obligor or for any of the property of any Obligor, or if a petition in bankruptcy (whether for liquidation, reorganization, arrangement, wage-earner's plan or otherwise) is filed by or against any Obligor and such petition is not dismissed within 90 days of its filing, or if any Obligor applies for the benefits of, or takes advantage of, any law for the relief of debtors, or enters into an arrangement or composition with, or makes an assignment for the benefit of, creditors; or (h) the interest of the Lender in any of the Property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; or (i) any law is passed imposing, or authorizing the imposition of, any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal of, or interest on, the Debt, or by virtue of which any tax, lien or assessment upon the Property shall be chargeable against the owner of this mortgage, and the Borrower does not pay or is prohibited from paying such tax; or (j) any stipulation contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; or (k) a final judgment for the payment of money in excess of an aggregate of \$5,000 shall be rendered against any Obligor, and the same shall remain undischarged for a period of thirty (30) days during which execution shall not be effectively stayed by appeal or otherwise; or (l) a default or event of default, or an event which upon notice or lapse of time or both would constitute an event of default under any prior mortgage, lien or encumbrance on the Real Estate or

any part thereof, shall occur and be continuing.

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14. Rights and Remedies of Lender Upon Default.

(a) Acceleration of Debt. Upon the occurrence of an Event of Default or at any time thereafter, the Lender may at its option and without further demand or notice to the Borrower, declare all or any part of the Debt immediately due and payable, whereupon all such Debt shall forthwith become due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower, and the Lender may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this mortgage, the Note, and applicable law. The Borrower also waives any and all rights the Borrower may have to a hearing before any judicial authority prior to the exercise by the Lender of any of its rights under this mortgage, the Note, and applicable law.

(b) Operation of Property by Lender. Upon the occurrence of an Event of Default or at any time thereafter, in addition to all other rights herein conferred on the Lender, the Lender (or any person, firm or corporation designated by the Lender) may, but will not be obligated to, enter upon and take possession of any or all of the Property, exclude the Borrower therefrom, and hold, use, administer, manage and operate the same to the extent that the Borrower could do so, without any liability to the Borrower resulting therefrom; and the Lender may collect, receive and retain all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of the Borrower with respect to the Property.

(c) Judicial Proceedings; Right to Receiver. Upon the occurrence of an Event of Default or at any time thereafter, the Lender, in lieu of, or in addition to, exercising the power of sale hereinafter given, may proceed by suit to foreclose its lien on, security interest in, and assignment of, the Property, to sue the Borrower for damages on account of or arising out of said default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. The Lender shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, to the appointment by any competent court or tribunal, without notice to the Borrower or any other party, of a receiver of the rents, issues and profits of the Property, with power to lease and control the Property and with such other powers as may be deemed necessary.

(d) Foreclosure Sale. Upon the occurrence of any Event of Default, or at any time thereafter, this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and the Lender shall be authorized, at its option, whether or not possession of the Property is taken, after giving twenty-one (21) days' notice by publication once a week for three (3) consecutive weeks of the time, place and terms of each such sale by publication in some newspaper published in the county where the Property or any part thereof is located, to sell the Property (or such part or parts thereof as the Lender may from time to time elect to sell) in front of such county's courthouse door, at public outcry, to the highest bidder for cash. The Lender, its successors and assigns, may bid at any sale or sales had under the terms of this mortgage and may purchase the Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, the Borrower hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Lender, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Property not previously sold shall have been sold or all the Debt secured hereby shall have been paid in full.

(e) Personal Property and Fixtures. Upon the occurrence of an Event of Default or at any time thereafter, the Lender shall have and may exercise with respect to the Personal Property and fixtures included in the Property (the "Collateral") all rights, remedies and powers of a secured party under the Alabama Uniform Commercial Code with reference to the Collateral or any other items in which a security interest has been granted herein, including, without limitation, the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner to the fullest



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extent authorized or permitted under the Alabama Uniform Commercial Code after default hereunder, without regard to preservation of the Collateral or its value and without the necessity of a court order. The Lender shall have, among other rights, the right to take possession of the Collateral and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by the Lender; at its option and its sole discretion, to repair, restore or otherwise prepare the Collateral for sale, lease or other use or disposition. At the Lender's request, the Borrower shall assemble the Collateral and make the Collateral available to the Lender at any place designated by the Lender. To the extent permitted by law, the Borrower expressly waives any notice of sale or any other disposition of the Collateral and any rights or remedies of the Lender with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Collateral or to the exercise of any other right or remedy of the Lender existing after default. To the extent that such notice is required and cannot be waived, the Borrower agrees that if such notice is given to the Borrower in accordance with the provisions of paragraph 28 below, at least five (5) days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

The Borrower agrees that the Lender may proceed to sell or dispose of both the real and personal property comprising the Property in accordance with the rights and remedies granted under this mortgage with respect to the real property covered hereby. The Borrower hereby grants the Lender the right, at its option after the occurrence of an Event of Default hereunder, to transfer at any time to itself or its nominee the Collateral or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as Collateral or to apply it on the Debt in such order and amounts and manner as the Lender may elect. The Borrower covenants and agrees that all recitals in any instrument transferring, assigning, leasing or making other disposition of the Collateral or any part thereof shall be full proof of the matters stated therein and no other proof shall be required to establish the legal propriety of the sale or other action taken by the Lender and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

(f) Rents and Leases. Upon the occurrence of an Event of Default or at any time thereafter:

(i) The Lender, at its option, shall have the right, power and authority to exercise and enforce any or all of the following rights and remedies with respect to Rents and Leases:

a) to terminate the license granted to the Borrower in granting clause C(3) hereof to collect the Rents, and, without taking possession, in the Lender's own name to demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and reasonable costs and expenses of collection, including reasonable attorneys' fees, to apply the net proceeds thereof to the Debt in such order and amounts as the Lender may choose (or hold the same in a reserve as security for the Debt);

b) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver to be appointed by court, to enter upon, take possession of, manage and operate the Property or any part thereof for the account of the Borrower, make, modify, enforce, cancel or accept surrender of any Lease, remove and evict any lessee or sublessee, increase or reduce rents, decorate, clean and make repairs, and otherwise do any act or incur any cost or expenses the Lender shall deem proper to protect the security hereof, as fully and to the same extent as the Borrower could do if in possession, and in such event to apply any funds so collected to the operation and management of the Property (including payment of reasonable management, brokerage and attorneys' fees) and payment of the Debt in such order and amounts as the Lender may choose (or hold the same in reserve as security for the Debt);

c) to take whatever legal proceedings may appear necessary or desirable to enforce any obligation or covenant or agreement of the Borrower under this mortgage.



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(ii) The collection of the Rents and application thereof (or holding thereof in reserve) as aforesaid or the entry upon and taking possession of the Property or both shall not cure or waive any default or waive, modify or affect any notice of default under this mortgage, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by the Lender, once exercised, shall continue for so long as the Lender shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured the original default. If the Lender shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

(g) Application of Proceeds. All payments received by the Lender as proceeds of the Property, or any part thereof, as well as any and all amounts realized by the Lender in connection with the enforcement of any right or remedy under or with respect to this mortgage, shall be applied by the Lender as follows: (i) to the payment of all necessary expenses incident to the execution of any foreclosure sale or sales or other remedies under this mortgage, including reasonable attorneys' fees as provided herein, (ii) to the payment in full of any of the Debt that is then due and payable (including without limitation principal, accrued interest and all other sums secured hereby) and to the payment of attorneys' fees as provided herein and in the Note, (iii) to a cash collateral reserve fund to be held by the Lender in an amount equal to, and as security for, any of the Debt that is not then due and payable, and (iv) the remainder, if any, shall be paid to the Borrower or such other person or persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

(h) Multiple Sales. Upon the occurrence of any Event of Default or at any time thereafter, the Lender shall have the option to proceed with foreclosure, either through the courts or by proceeding with foreclosure as provided for in this mortgage, but without declaring the whole Debt due. Any such sale may be made subject to the unmatured part of the Debt secured by this mortgage, and such sale, if so made, shall not in any manner affect the unmatured part of the Debt secured by this mortgage, but as to such unmatured part of the Debt this mortgage shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made under the provisions of this paragraph without exhausting the right of sale for any remaining part of the Debt whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Property for any matured part of the Debt without exhausting any power of foreclosure and the power to sell the Property for any other part of the Debt, whether matured at the time or subsequently maturing.

(i) Waiver of Appraisal Laws. The Borrower waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisal before sale of any portion of the Property (commonly known as appraisal laws), or (ii) any extension of time for the enforcement of the collection of the Debt or any creation or extension of a period of redemption from any sale made in collecting the Debt (commonly known as stay laws and redemption laws).

(j) Prerequisites of Sales. In case of any sale of the Property as authorized by this paragraph 14, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Debt or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

(k) Foreclosure Deeds. The Borrower hereby authorizes and empowers the Lender or the auctioneer at any foreclosure sale had hereunder, for and in the name of the Borrower, to execute and deliver to the purchaser or purchasers of any of the Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

15. Collection Costs. The Borrower agrees to pay all costs, including reasonable attorneys' fees, incurred by the Lender in collecting or securing, or attempting to collect or secure, the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any Lien on the Property unless this mortgage is herein expressly made subject to any such Lien; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Lender shall be a part of the Debt and shall be secured by this mortgage.



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16. No Obligations with Respect to Leases. The Lender shall not by virtue of this mortgage or otherwise assume any duties, responsibilities, liabilities or obligations with respect to Leases, the Improvements, the Personal Property, the Real Estate or any of the other Property (unless expressly assumed by the Lender under a separate agreement in writing), and this mortgage shall not be deemed to confer on the Lender any duties or obligations that would make the Lender directly or derivatively liable for any person's negligent, reckless or wilful conduct. The Borrower agrees to defend, indemnify and save harmless the Lender from and against any and all claims, causes of action and judgments relating to the Borrower's performance of its duties, responsibilities and obligations under any Leases and with respect to the Real Estate, the Improvements, the Personal Property, or any of the other Property.
17. Construction of Mortgage. This mortgage is and may be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the lien hereof and the assignment and security interest created hereby and the purposes and agreements herein set forth.
18. Successors and Assigns. All covenants and agreements herein made by the undersigned shall bind the undersigned and the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Lender shall inure to the benefit of the Lender's successors and assigns.
19. Waiver and Election. The exercise by the Lender of any option given under the terms of this mortgage shall not be considered as a waiver of the right to exercise any other option given herein, and the filing of a suit to foreclose the lien, security interest and assignment granted by this mortgage, either on any matured portion of the Debt or for the whole of the Debt, shall not be considered an election so as to preclude foreclosure under power of sale after a dismissal of the suit; nor shall the publication of notices for foreclosure preclude the prosecution of a later suit thereon. No failure or delay on the part of the Lender in exercising any right, power or remedy under this mortgage shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or thereunder. The remedies provided in this mortgage are cumulative and not exclusive of any remedies provided by law. No amendment, modification, termination or waiver of any provisions of this mortgage, nor consent to any departure by the Borrower therefrom, shall be effective unless the same shall be in writing and signed by an executive officer of the Lender, and then such waiver or consent shall be effective only in this specific instance and for the specific purpose for which given. No notice to, or demand on, the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.
20. Landlord-Tenant Relationship. Any sale of the Property under this mortgage shall, without further notice, create the relationship of landlord and tenant at sufferance between the purchaser and the Borrower.
21. Enforceability. If any provision of this mortgage is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Lender to effectuate the provisions hereof.
22. Application of Payments. If the lien, assignment or security interest created by this mortgage is invalid or unenforceable as to any part of the Debt or is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the Debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Debt, and all payments made on the Debt, whether voluntary or under foreclosure or other enforcement action or procedures, shall be considered to have been first paid on, and applied to, the full payment of that portion of the Debt which is not secured or not fully secured by said lien, assignment or security interest created hereby.
23. Not Homestead. Borrower hereby certifies that the Property does not constitute a homestead (as defined by ALA. CODE § 6-10-2 (1992 Supp.)).
24. Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Borrower" and "Lender" shall include their respective successors and assigns. Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this instrument, whether one or more natural persons, corporations, associations, partnerships or other entities.

25. Advances by the Lender. If the Borrower shall fail to comply with the provisions hereof with respect to the securing of insurance, the payment of Liens, the keeping of the Property in repair and free of Hazardous Substances, the performance of the Borrower's obligations under any Lease, the payment of any prior mortgages, or the performance of any other term or covenant herein contained, the Lender may (but shall not be required to) make advances to perform the same, and where necessary enter the Property for the purpose of performing any such term or covenant. The Borrower agrees to repay all such sums advanced upon demand, with interest from the date such advances are made, at the rate provided for in the Note, or the highest rate permitted by law, whichever shall be less, and all sums so advanced with interest shall be a part of the Debt and shall be secured hereby. The making of any such advances shall not be construed as a waiver by the Lender of any Event of Default resulting from the Borrower's failure to pay the amounts paid.

26. Release or Extension by the Lender. The Lender, without notice to the Borrower and without in any way affecting the rights of the Lender hereunder as to any part of the Property not expressly released, may release any part of the Property or any person liable for any of the Debt and may agree with any party with an interest in the Property to extend the time for payment of all or any part of the Debt or to waive the prompt and full performance of any term, condition or covenant of the Note, this mortgage or any other instrument evidencing or securing the Debt.

27. Partial Payments. Acceptance by the Lender of any payment of less than the full amount due on the Debt shall be deemed acceptance on account only, and the failure of the Borrower to pay the entire amount then due shall be and continue to constitute an Event of Default, and at any time thereafter and until the entire amount due on the Debt has been paid, the Lender shall be entitled to exercise all rights conferred on it by the terms of this mortgage in case of the occurrence of an Event of Default.

28. Addresses for Notices and Other Information. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or sent or delivered to the applicable party at the following address or at such other address as shall be designated by such party in a written notice to the other parties hereto. The following information is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Alabama, for instruments to be filed as financing statements:

(a) Name of Borrower (Debtor): Terry W. Rasco and Deborah J. Rasco
Address of Borrower: 357 Wixford Trace
Alabaster, AL 35007

(b) Name of Lender (Secured Party): CMJW, LLC.
Address of Lender: 2135 Hwy. 58
Helena, Alabama 35080

(c) Record Owner of Real Estate
described on Exhibit A hereto: Terry W. Rasco and Deborah J. Rasco

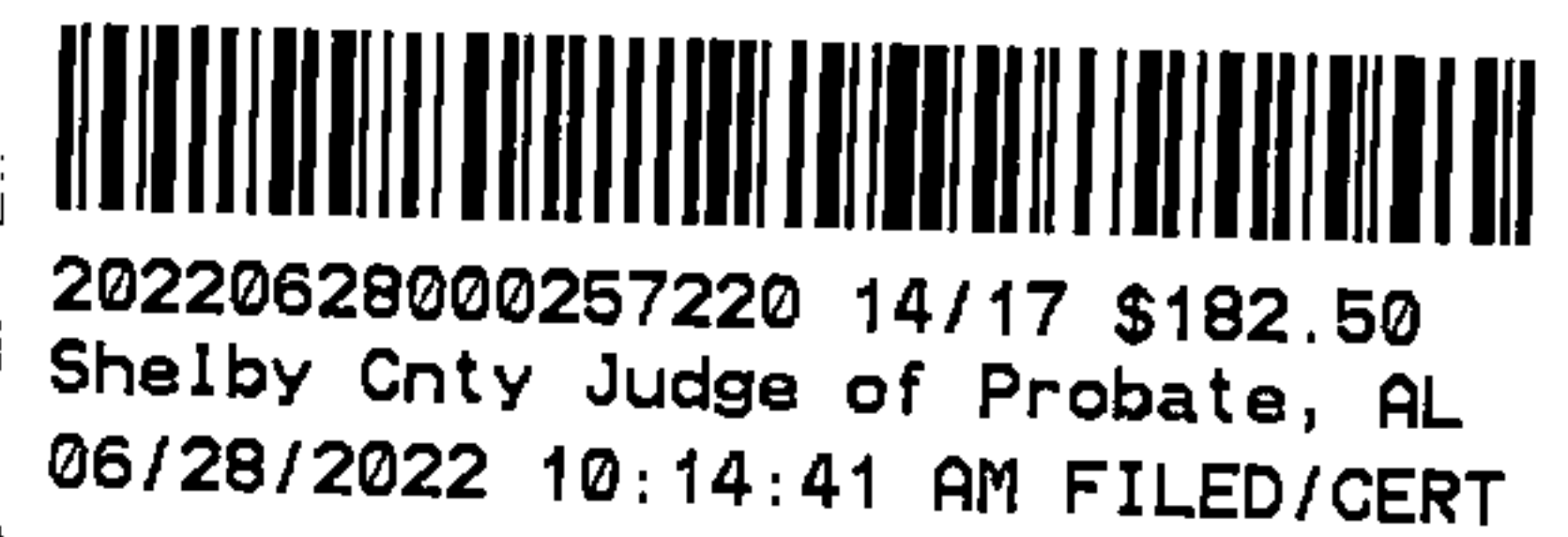
29. Titles. All section, paragraph, subparagraph or other titles contained in this mortgage are for reference purposes only, and this mortgage shall be construed without reference to said titles.

30. Expenses. The Borrower shall pay all costs and expenses incurred by the Lender in connection with preparing and recording this mortgage and enforcing the Lender's rights hereunder, including reasonable attorneys' fees.

31. Amendments. No amendment, modification or cancellation of this mortgage shall be valid unless in writing and signed by the party against whom enforcement is sought.

32. Governing Law. This mortgage shall be governed and construed under the laws of the state of Alabama.

33. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THE LOAN DOCUMENTS OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT



EXECUTED OR DELIVERED IN CONNECTION WITH THE NOTE OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THE LOAN DOCUMENTS, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR IN CONNECTION WITH THE TRANSACTIONS RELATED THERETO OR CONTEMPLATED THEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWER AGREES THAT LENDER MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE, KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF BORROWER TO WAIVE RIGHT TO TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN BORROWER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

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IN WITNESS WHEREOF, the Borrower has caused this mortgage to be executed on the day and year first above written.

Terry W. Rasco (Seal)
Terry W. Rasco

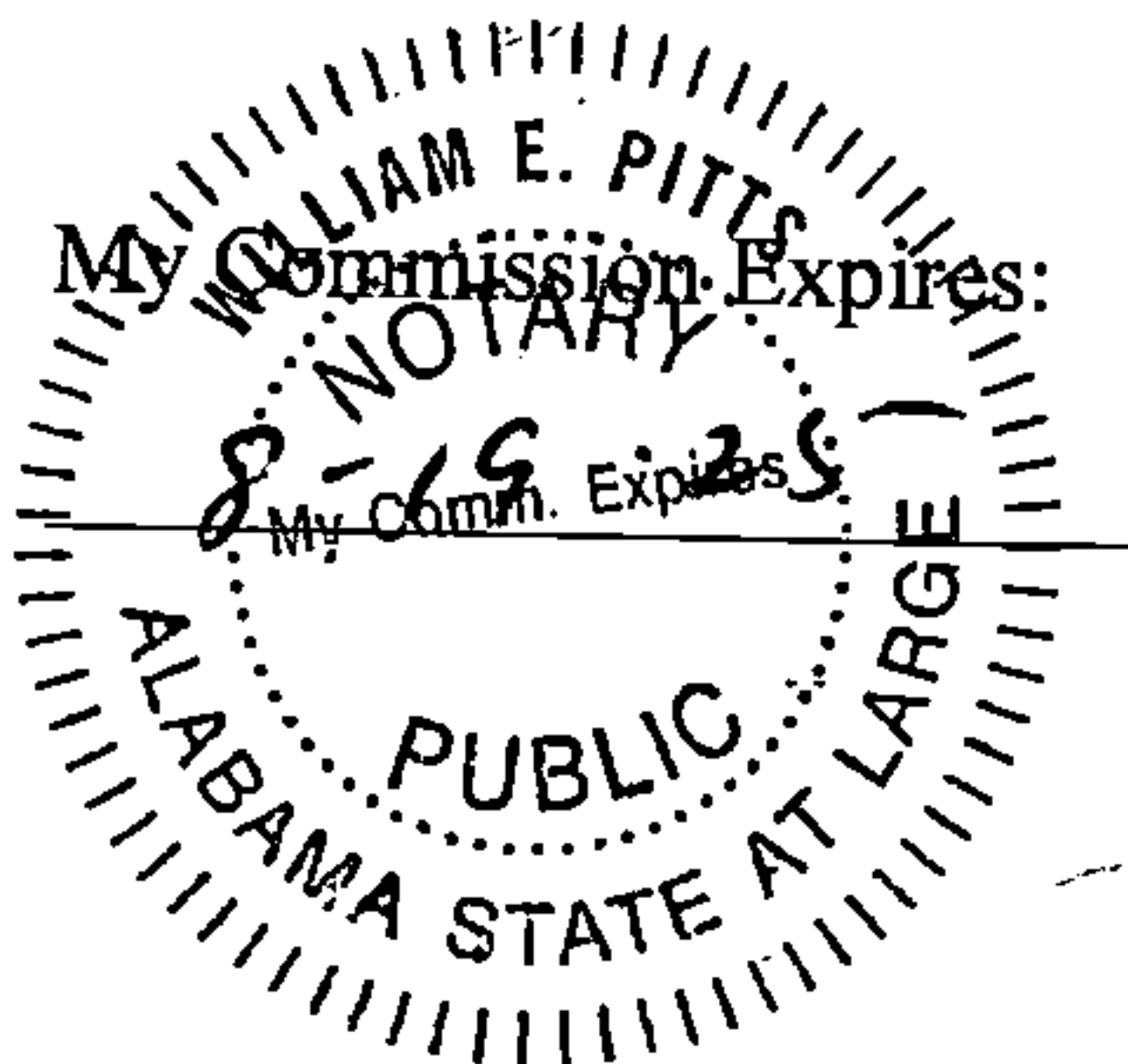
Deborah J. Rasco (Seal)
Deborah J. Rasco

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Terry W. Rasco and Deborah J. Rasco, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of said mortgage, they executed the same voluntarily and as their act on the day and year first set for above.

Given under my hand and official seal this the 24th day of June, 2022.

William E. Pitts
Notary Public





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Exhibit A

Lot 3A, according to the Resurvey of Lots 3 and 4B
Metrock Industrial Park, as recorded in Map Book 56, Page
30, in the Office of the Judge of Probate of Shelby County,
Alabama.



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BALLOON RIDER

THIS BALLOON RIDER is made this 24 day of June, 2022, and is incorporated into and shall be deemed to amend and supplement the Purchase Money Mortgage, Security Agreement and Assignment of Rents and Leases (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to CMJW LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

Lot 3A Metrock Circle, Helena, AL 35080

I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

Mortgagor/Grantor/Borrower:

Terry W. Rasco
Terry W. Rasco

6/24/2022
Date

Deborah J. Rasco
Deborah J. Rasco

6/24/2022
Date