



20220922000365670 1/11 \$52.00
Shelby Cnty Judge of Probate, AL
09/22/2022 10:11:09 AM FILED/CERT

PREPARED BY

AND When Recorded Mail Document to:
Pierce Atwood LLP
100 Summer Street, 22nd Floor
Boston, MA 02110
Attn: Bruce Miller

ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated as of September ~~26~~, 2022 is given by **K.A., LLC**, a Massachusetts limited liability company, with an address of 100 State Street, Boston, Massachusetts 02109, **EVP DG LLC**, an Alabama limited liability company, with an address of 100 State Street, Boston, Massachusetts 02109 and **2711 ALLEN ROAD LLC**, a Massachusetts limited liability company, with an address of 816 Commonwealth Avenue, Newton, Massachusetts 02459, collectively, on a joint and several basis, (the "Borrower"), to **METRO CREDIT UNION**, a Massachusetts credit union, with a principal place of business at 200 Revere Beach Parkway, Chelsea, Massachusetts 02150 (the "Lender").

RECITALS

WHEREAS, the Borrower is the owner of a fee simple interest in real property known as: **3250 FOWL RIVER ROAD, THEODORE, 6150 LOTT ROAD, EIGHT MILE, 316 WEST COLLEGE STREET COLUMBIANA, 25178 BREWER ROAD, ROBERTSDALE, 1503 HIGHWAY 36 EAST, HARTSELLE AND 6155 COUNTY ROAD 222, CULLMAN, ALABAMA**, as further described in Exhibit A attached hereto, which is incorporated herein by reference thereto, together with the buildings and other improvements now or hereafter constructed thereon (the "Mortgaged Premises"); and

WHEREAS, the Lender has agreed to extend to the Borrower a certain commercial loan in the original principal amount of **SEVEN MILLION TWO HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$7,280,000.00)** (the "Loan"), which is evidenced by, among other documents, a Loan Agreement dated of even date herewith by and among the Lender, the Borrower and the guarantor named therein (as the same may be hereafter amended, modified, substituted, extended or restated from time to time, the "Loan Agreement"), and a Commercial Real Estate Promissory Note dated of even date herewith in the original principal amount of \$7,280,000.00 from the Borrower and payable to the order of the Lender (as the same may be hereafter amended, modified, substituted, extended or restated from time to time, the "Note"); and

WHEREAS, the Borrower's payment and performance obligations under the Loan Agreement and the Note are secured, in part, by (i) a Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated of even date herewith from the Borrower in favor of the Lender, which grants the Lender a first mortgage lien on the Mortgaged Premises (as the same may be hereafter amended, modified, substituted, extended or restated from time to time, the "Mortgage"), and (ii) this Assignment; and

WHEREAS, it is a material inducement to Lender's agreement to extend the Loan to the Borrower that the Borrower enter into this Assignment in favor of the Lender;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees as follows:

AGREEMENT

1. Definitions; Interpretation. All capitalized terms not defined herein but defined in the Mortgage shall have the respective meanings given to such terms in the Mortgage. All exhibits to this Assignment are incorporated herein. The use of the singular of terms which are defined in the plural shall mean and refer to any one of them, and pronouns used herein shall be deemed to include the singular and the plural and all genders. The use of the connective "or" is not intended to be exclusive; the term "may not" is intended to be prohibitive and not permissive. The use of "includes" and "including" is intended to be interpreted as expansive and amplifying and not as limiting in any way. Terms defined elsewhere in this Assignment shall have the respective meanings given to them where so defined.

2. Assignment; Certain Rights of Borrower. To further secure the Obligations (as defined in the Mortgage), Borrower hereby assigns, transfers, conveys and sets over to Lender, all of Borrower's estate, right, title and interest that Borrower has as of the date hereof or will acquire in the future in, to and under all leases, subleases, tenancy-at-will agreements, occupancy agreements, rental agreements, license agreements and guaranties thereof, whether existing on the date hereof or hereafter entered into (including any extensions, modifications or amendments thereto) relating to the Mortgaged Premises (collectively, the "**Leases**"), together with all rights, powers, privileges, options and other benefits of Borrower as the lessor or contracting party under the Leases regarding the current tenants (including tenants-at-will), occupants or parties (each a "**Tenant**" and all together, the "**Tenants**") and any future Tenants and all the rents, issues, profits, royalties, revenues, profits, and income and other benefits derived from the Mortgaged Premises (collectively, the "**Rents**"), including without limitation, those now due, past due or to become due as well as Borrower's rights in and to any and all security deposits (including, without limitation, any security deposits in the form of a letter of credit) or last month's rent amount payable under the terms of the Leases (collectively, the "**Deposits**"). Upon the occurrence and during the continuation of an Event of Default (as hereafter defined), Borrower irrevocably appoints Lender its true and lawful attorney-in-fact, at the option of Lender at any time and from time to time, to take possession and control of the Mortgaged Premises, and, with or without taking possession, to demand, receive and enforce payment, to give receipts, releases and satisfaction and to sue, in the name of Borrower or Lender, for all Rents and Deposits. It is intended by Borrower and Lender that this Assignment constitutes an absolute assignment and not merely an assignment for additional security.

Notwithstanding the foregoing, so long as no Event of Default, as defined below, has occurred and is continuing, Borrower shall have a revocable license to possess and control the Mortgaged Premises and to collect, receive and use all Rents for Borrower's benefit. Upon the occurrence of an Event of Default beyond any applicable notice or cure periods, such license shall be deemed to have been automatically revoked by Lender without requirement of notice to Borrower of any further action on the part of any of Lender. Lender agrees that it will not revoke such license prior to an Event of Default.

Upon the occurrence and during the continuance of any Event of Default, Lender may, at any time without notice, either in person, by agent or by a court-appointed receiver, regardless of the adequacy of the security of Lender, enter upon and take possession and control of the Mortgaged Premises, or any part thereof, to perform all acts necessary and appropriate to operate and maintain the Mortgaged Premises including, but not limited to, execute, cancel or modify the Leases, make repairs to



20220922000365670 3/11 \$52.00
Shelby Cnty Judge of Probate, AL
09/22/2022 10:11:09 AM FILED/CERT

the Mortgaged Premises, and execute or terminate contracts providing for the management or maintenance of the Mortgaged Premises, all on such terms as are deemed best to protect the security of this Assignment. Upon the occurrence and during the continuation of an Event of Default, Lender may also, at any time without notice, either in person, by agent or by a court-appointed receiver, regardless of the adequacy of the security of Lender and regardless of whether Lender has taken possession and control of the Mortgaged Premises, in Lender's or Borrower's name, demand, sue for or otherwise collect such Rents from the Mortgaged Premises as specified in this Assignment as the same become due and payable, including, but not limited to, Rents then due and unpaid.

After the occurrence of an Event of Default, all Rents and Deposits collected shall immediately be held by Borrower as trustee for the benefit of Lender only. Borrower agrees that commencing upon the occurrence of such Event of Default, each Tenant of the Mortgaged Premises shall make its Rent payable to and pay such Rent to Lender, on Lender's written demand to Tenants therefor, without any liability on the part of said Tenant to inquire further as to the existence of an Event of Default by Borrower.

All Rents collected during the continuance of any Event of Default shall be applied at the discretion of, and in such order as determined by, Lender, to:

- (a) the costs, if any, of taking possession and control of and managing the Mortgaged Premises (if applicable) and collecting such amounts, including, but not limited to, reasonable attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Mortgaged Premises, premiums on insurance policies, taxes, assessments and other charges on the Mortgaged Premises;
- (b) the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Mortgaged Premises; and
- (c) the payment of the Obligations.

Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Mortgaged Premises and shall be liable to account only for those Rents and Deposits actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Mortgaged Premises by reason of anything done or left undone by Lender hereunder prior to Lender's taking title of the Mortgaged Premises by foreclosure or deed or assignment in lieu of foreclosure, except to the extent of Lender's gross negligence or willful misconduct.

If the Rents are not sufficient to meet the costs, if any, of taking possession and control of and managing the Mortgaged Premises and collecting the same, any funds expended by Lender for any and all of such purposes shall become Obligations.

Any entering upon and taking possession and control of the Mortgaged Premises by Lender or the receiver and any application of Rents or Deposits as provided herein shall not waive any Event of Default or invalidate any other right or remedy of Lender.

Borrower hereby represents and agrees that it is and will be the sole owner of the entire landlord's interest in all Leases, subject only to the Permitted Encumbrances (as defined in the Mortgage), subject only to the Permitted Encumbrances (as defined in the Mortgage).



20220922000365670 4/11 \$52.00
Shelby Cnty Judge of Probate, AL
09/22/2022 10:11:09 AM FILED/CERT

3. Certain Agreements of Borrower. Borrower hereby agrees as follows:

(a) This Assignment shall serve to transfer to Lender, all of Borrower's right, title and interest in and to the Deposits (including, without limitation, the Deposits in the form of a letter of credit); provided, however, that, Borrower shall have the right to retain and access such Deposits so long as no Event of Default exists. Notwithstanding the foregoing, nothing herein shall impose any obligation on Lender to Borrower or to any such Tenant, beyond the terms and provisions in the respective Leases with respect to such Deposits.

(b) Borrower shall not terminate any Material Lease (as defined in the Loan Agreement), except pursuant to the terms of such Lease or upon a default by the Tenant thereunder without the prior written consent of Lender. In addition, with respect to any Material Lease, Borrower shall not grant material concessions or modify or amend any such Material Lease in any material manner, without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Lender shall fail to respond to a written request to consent related to granting material concessions, modifying or amending a Material Lease within ten (10) business days of receipt of the same, then such consent shall be deemed to have been given. Without limiting the generality of the foregoing, any change to a provision of any Material Lease which adversely affects the marketability of the Mortgaged Premises, results in the material alteration of the structure or any utility on the Mortgaged Premises, affects the term, a decrease in the rent payable thereunder, reduces the leased space covered thereby, allocation of insurance proceeds, defaults or any other economic term of a Lease shall be deemed to be "material."

(c) Borrower shall not, without Lender's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, enter into any new Material Lease with any existing or new Tenant or renew any Material Lease without such consent. In the event that the Lender shall fail to respond to a written request to consent to such a new Material Lease or the renewal of a Material Lease within ten (10) business days of receipt of the same, then such consent shall be deemed to have been given.

(d) Borrower has not and shall not collect any rent more than one (1) month in advance of the date on which it becomes due under the terms of each Lease; provided, however, that notwithstanding the generality of the foregoing, Borrower may collect the first months' rent, the security deposit, last month's rent and any other amount allowed pursuant to M.G.L. c. 186 Section 15B payable upon the execution of any Lease whose term is scheduled to commence more than thirty (30) days after the date of such execution.

(e) Borrower shall not discount any future accruing rent without Lender's prior written consent and, during the existence of an Event of Default, Borrower waives any right of setoff against any Tenant under the Leases.

(f) Except with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, Borrower shall not permit a subordination of any Material Lease to any mortgage, deed of trust or other encumbrance, or any other lease, now or hereafter affecting the Mortgaged Premises or any part thereof, or permit the assignment of any Material Lease or the conversion of any Material Lease to a sublease unless the same is specifically permitted pursuant to the terms of such Lease.

(g) Within ten (10) days after written request by Lender, and then only once per calendar quarter and at such other times as Lender may reasonably request during the existence of



20220922000365670 5/11 \$52.00
Shelby Cnty Judge of Probate, AL
09/22/2022 10:11:09 AM FILED/CERT

an Event of Default, Borrower shall provide a current rent roll setting forth the name, status, term, rental amount, deposit and other amounts held, tax escalation and like obligations of each Tenant, occupant and party to all Leases and any other information which Lender may from time to time reasonably request, certified by Borrower to be true and complete to the best of Borrower's knowledge and belief.

(h) Borrower shall faithfully perform and discharge all obligations of the landlord or contracting party under the Leases, and shall give prompt written notice to Lender of any notice of Borrower's default received from the Tenant or any other person under or relating to a Lease and shall furnish Lender with a complete copy of said notice. Borrower shall appear in and defend, at no cost to Lender, any action or proceeding arising under or in any manner connected with the Leases. If requested by Lender, Borrower shall use commercially reasonable efforts to enforce any Material Lease and all remedies available to Borrower against the Tenant in the case of default under such Lease by the Tenant thereunder.

(i) Borrower shall furnish Lender with a complete copy of any notice of default sent to any Tenant under a Material Lease promptly upon Borrower's sending of the same.

(j) In no way limiting the requirements set forth herein for Lender's review and approval of certain Material Leases prior to the execution and delivery of the same upon the request of Lender, Borrower shall, upon request by Lender, provide Lender with a true and correct copy of all Leases entered into or renewed after the date hereof within fifteen (15) days of the execution and delivery of the same.

(k) In any and all Leases entered into or renewed by Borrower after the date hereof, Borrower agrees to use good faith efforts to impose upon all Tenants, the obligation to comply in all respects with the provisions of all Federal, state and local environmental protection laws, rules, ordinances and regulations, and to indemnify Borrower and Borrower's successors and assigns, and save them harmless, from any and all liability, costs and expenses associated with non-compliance with such laws, rules, ordinances and regulations.

(l) Nothing herein shall be construed to constitute Lender as a "mortgagee in possession" in the absence of its taking of actual possession of the Mortgaged Premises pursuant to the powers granted herein, or to impose any liability or obligation on Lender under or with respect to the Leases. Borrower shall indemnify and hold Lender harmless from and against any and all liabilities, losses and damages (including reasonable attorneys' fees and costs) that Lender may incur under the Leases or by reason of this Assignment, and of and from any and all claims and demands whatsoever that may be asserted against Lender by reason of any alleged obligations to be performed or discharged by Lender under the Leases or this Assignment, except to the extent that said liabilities, losses and damages are due to the gross negligence, willful misconduct or bad faith of Lender or its agents, attorneys or consultants. Any Rent collected by Lender may be applied by Lender in its discretion and as directed by Lender in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees.

4. Events of Default. As used herein, the term "**Event of Default**" shall have the meaning given to that term in the Loan Agreement, and the provisions of the Loan Agreement in which the "Events of Default" are enumerated are hereby incorporated herein by reference.

5. Additional Rights and Remedies of Lender. During the existence of an Event of Default, Lender shall have the following rights and remedies, all of which are cumulative, in addition to all other



20220922000365670 6/11 \$52.00
Shelby Cnty Judge of Probate, AL
09/22/2022 10:11:09 AM FILED/CERT

rights and remedies provided under the Loan Documents, or any other agreement between Borrower, Lender, or otherwise available at law or in equity or by statute:

(a) Lender shall be deemed to be the creditor of each Tenant, in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting the Tenants (without obligation on the part of Lender, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein); and

(b) Lender shall have the right to assign Borrower's right, title and interest under this Assignment in any of the Leases to any subsequent holder or holders of the Note or any participating interest therein or to any person acquiring title to the Mortgaged Premises or any portion thereof through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to Lender.

6. Additional Security. Lender may take or release other security for the Obligations, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of Obligations, without prejudice to any of its rights under this Assignment.

7. Absolute Assignment; Release. This Assignment is an absolute and unconditional assignment of rights only, and not a delegation of duties. The assignment contained herein and all rights herein assigned to Lender shall cease and terminate as to all Leases upon the earlier to occur of: (a) the satisfaction of all Obligations; or (b) the release of the Mortgaged Premises from the lien of the Mortgage covering such Mortgaged Premises pursuant to the provisions of the Mortgage.

It is expressly understood that no judgment or decree that may be entered on any debt secured or intended to be secured by this Assignment shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect as herein provided. The provisions of this Assignment shall also remain in full force and effect during the pendency of any proceedings for the foreclosure and/or sale of the Mortgaged Premises, or any part thereof, both before and after sale, until the issuance of a deed pursuant to a decree of foreclosure and/or sale, unless all Obligations are fully satisfied pursuant to subsection (a) above.

8. Effect on Rights Under Other Documents. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted to Lender hereunder shall prejudice or be deemed to be a waiver by Lender of its rights and remedies under the Loan Documents. The right of Lender to collect the Obligations and to enforce any other security therefor held by such parties may be exercised by such parties either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Mortgage or in any other document.

9. Further Assurances. Borrower hereby agrees that it shall, whenever reasonably requested to do so by Lender, execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, any and all such further conveyances, approvals, consents, memoranda of the subject matter hereof, duplicate originals hereof, and any and all other reasonable documents and do any and all other acts as may be reasonably necessary or appropriate to carry out the terms of this Assignment.

10. No Waiver. A waiver by Lender of any of its rights hereunder or under the Leases or the acquiescence by Lender in pursuing such parties' remedies set forth herein or in any of the other Loan Documents following a breach of any of the covenants and agreements contained herein to be performed



20220922000365670 7/11 \$52.00
Shelby Cnty Judge of Probate, AL
09/22/2022 10:11:09 AM FILED/CERT

by Borrower shall not be construed as a waiver of such rights in any succeeding instance or of any succeeding breach of the same or other covenants, agreements, restrictions or conditions.

11. Remedies Cumulative. The rights and remedies of Lender under this Assignment are cumulative, are not in lieu of, but are in addition to, are not intended to and shall in no manner change, alter or affect any other rights or remedies which Lender shall have under the Note, the Mortgage, or the Loan Documents or at law or in equity.

12. Marshaling. Notwithstanding the existence of any other security interest in the Mortgaged Premises held by Lender or by any other party, Lender shall have the right to determine the order in which any of the Mortgaged Premises or any part thereof shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower and any party who now or hereafter acquires a security interest in any of the Mortgaged Premises and who has actual or constructive notice hereof hereby waives, to the extent permitted by law, any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

13. Governing Laws; Severability. This Assignment shall be governed by and construed under the laws of the State of Alabama. In case any of the provisions of this Assignment shall at any time be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Assignment, and this Assignment shall be construed and enforced as if all such illegal, invalid or unenforceable provisions had never been inserted herein.

14. Notices. All notices, demands, requests, consents, approvals or communications required under this Assignment shall be in writing and shall be deemed to have been properly given if sent in accordance with the notice provisions contained in the Loan Agreement.

15. Borrower and Lender Defined. The terms "Borrower" and "Lender" shall be construed to include the heirs, personal representatives, successors and assigns thereof including, without limitation, any subsequent holder of the Note.

16. Amendment. This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

17. Conflicts. To the extent that any provision of this Assignment is inconsistent with any corresponding provision in any of the other Loan Documents, then Borrower shall be bound by the more restrictive provision. To the extent possible, however, provisions of this Assignment and the other Loan Documents shall be interpreted to complement and supplement each other and the absence of any provision or portion thereof in one such Loan Document shall not be deemed to be an inconsistent provision with the other such Loan Document which contains such provisions or portion thereof. Notwithstanding the foregoing, in no event shall there be deemed cumulative any rights of Borrower under the Loan Documents relative to applicable notice and cure periods.

[This Page Ends Here – Signature Page to Follow]




20220922000365670 8/11 \$52.00
Shelby Cnty Judge of Probate, AL
09/22/2022 10:11:09 AM FILED/CERT

IN WITNESS WHEREOF, Borrower has executed this Assignment of Leases and Rents under seal as of the date and year first written above.

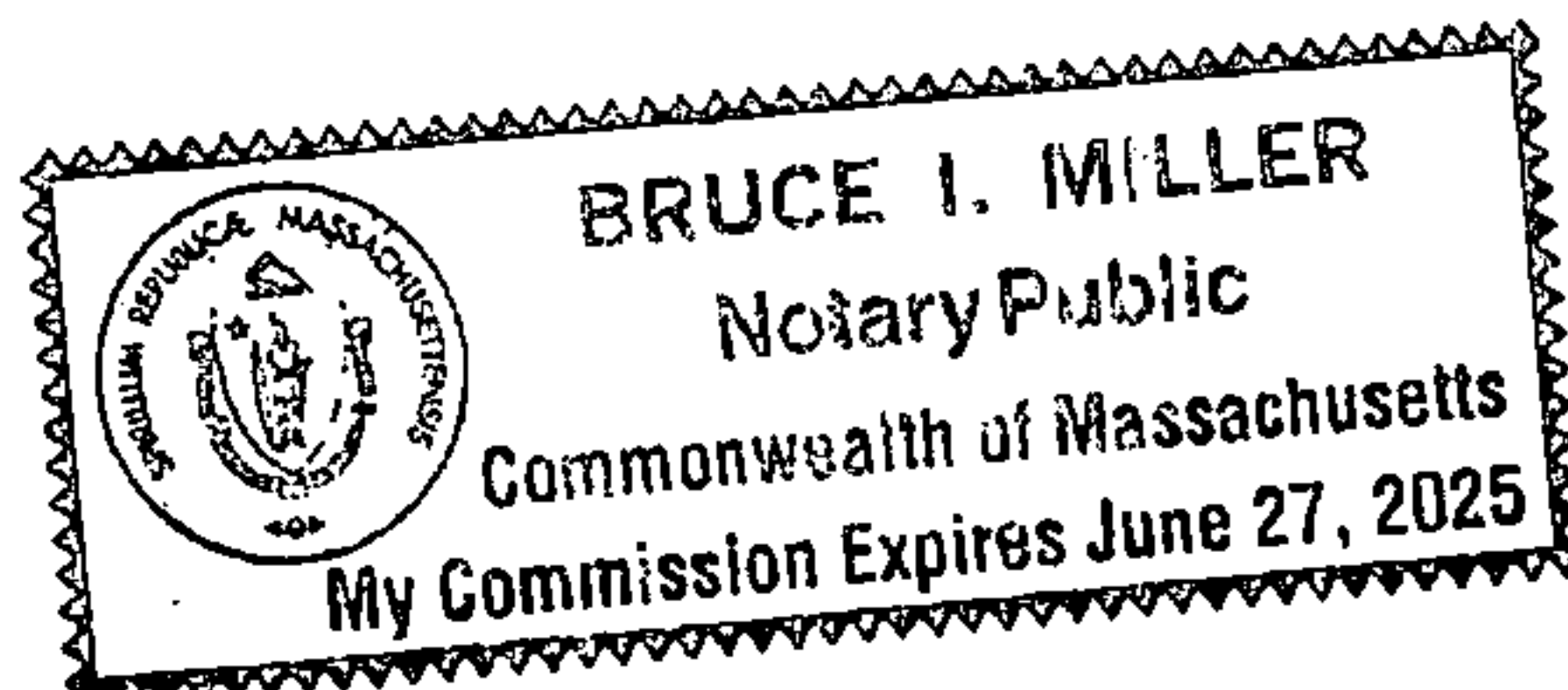
BORROWER:


K.A., LLC

By: 
Andrew Kraus, Manager

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 13th day of September, 2022, before me, the undersigned notary public, personally appeared Andrew Kraus, as Manager of K.A., LLC, proved to me through satisfactory evidence of identification, which was NCSS DL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of K.A., LLC.





Notary Public
My commission expires:



20220922000365670 9/11 \$52.00
Shelby Cnty Judge of Probate, AL
09/22/2022 10:11:09 AM FILED/CERT

BORROWER:

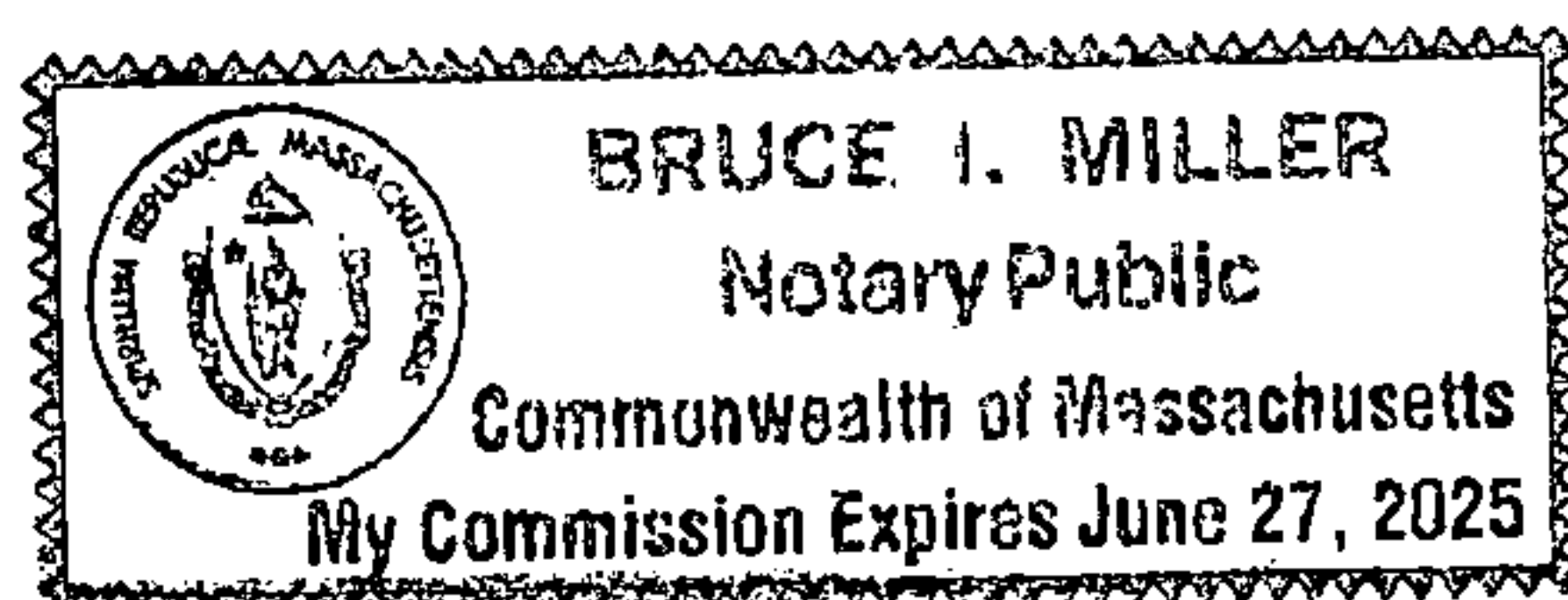
EVP DG LLC

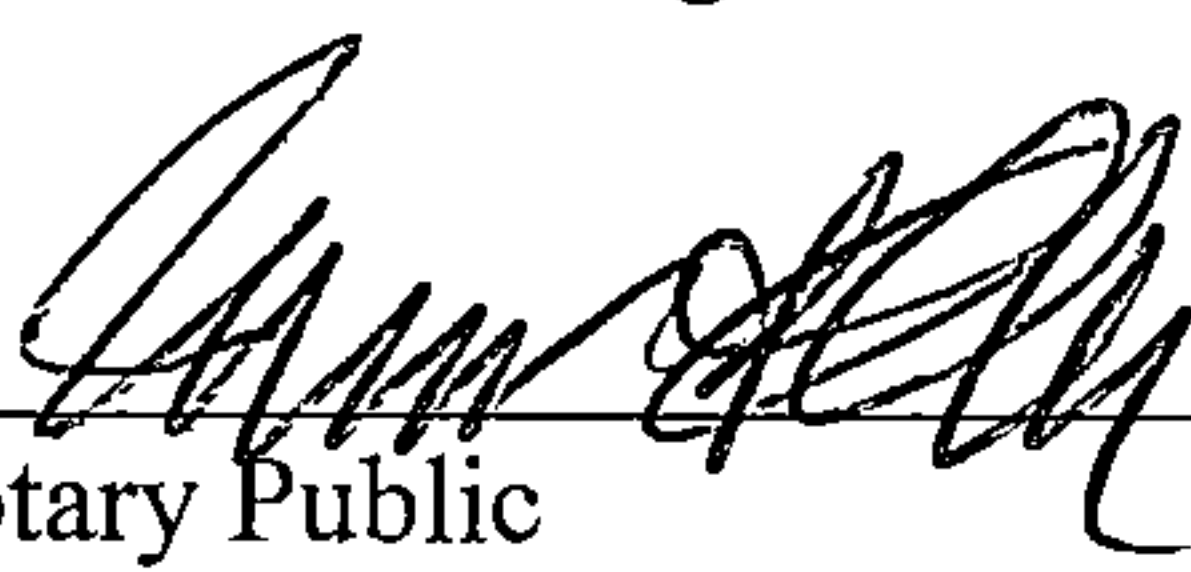
By: 
Andrew Kraus, Manager

By: 
Michael Scanio, Manager

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

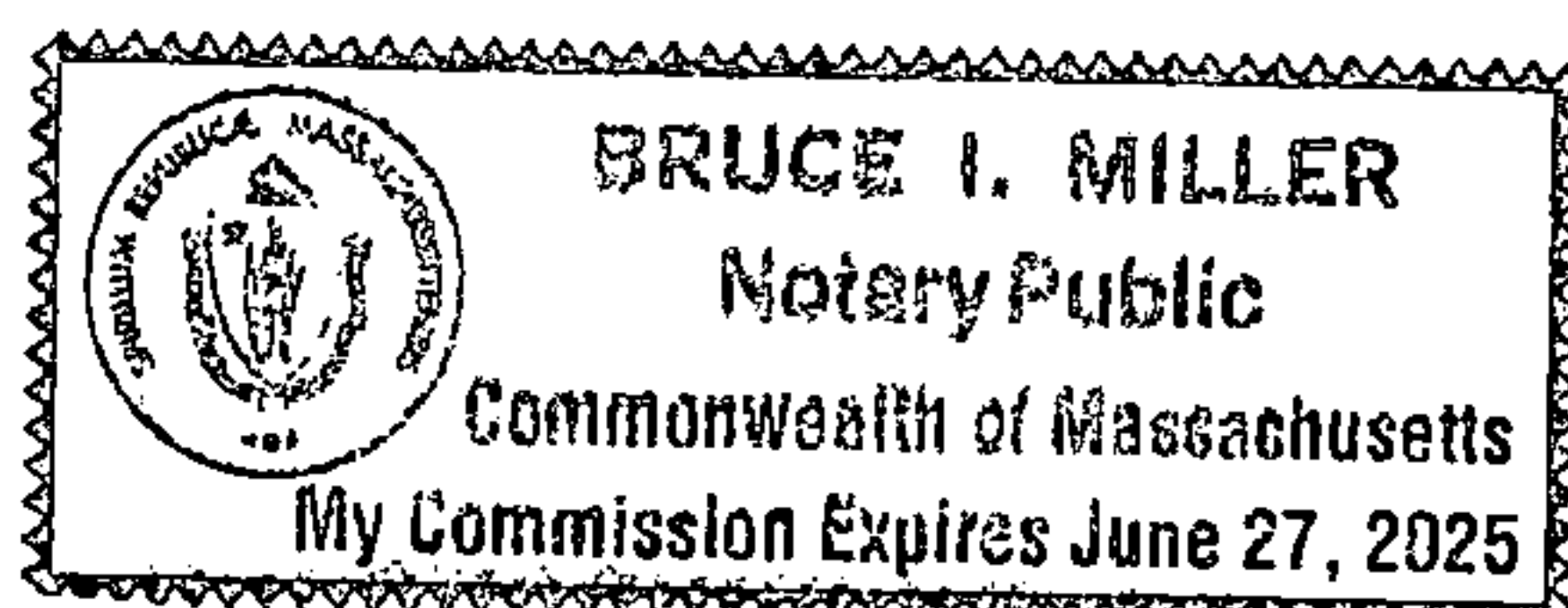
On this 13th day of September, 2022, before me, the undersigned notary public, personally appeared Andrew Kraus, as Manager of EVP DG LLC, proved to me through satisfactory evidence of identification, which was MASS DC, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of EVP DG LLC.




Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 13th day of September, 2022, before me, the undersigned notary public, personally appeared Michael Scanio, as Manager of EVP DG LLC, proved to me through satisfactory evidence of identification, which was MASS DC, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of EVP DG LLC.




Notary Public
My commission expires:



20220922000365670 10/11 \$52.00
Shelby Cnty Judge of Probate, AL
09/22/2022 10:11:09 AM FILED/CERT

BORROWER:

2711 ALLEN ROAD LLC

By:

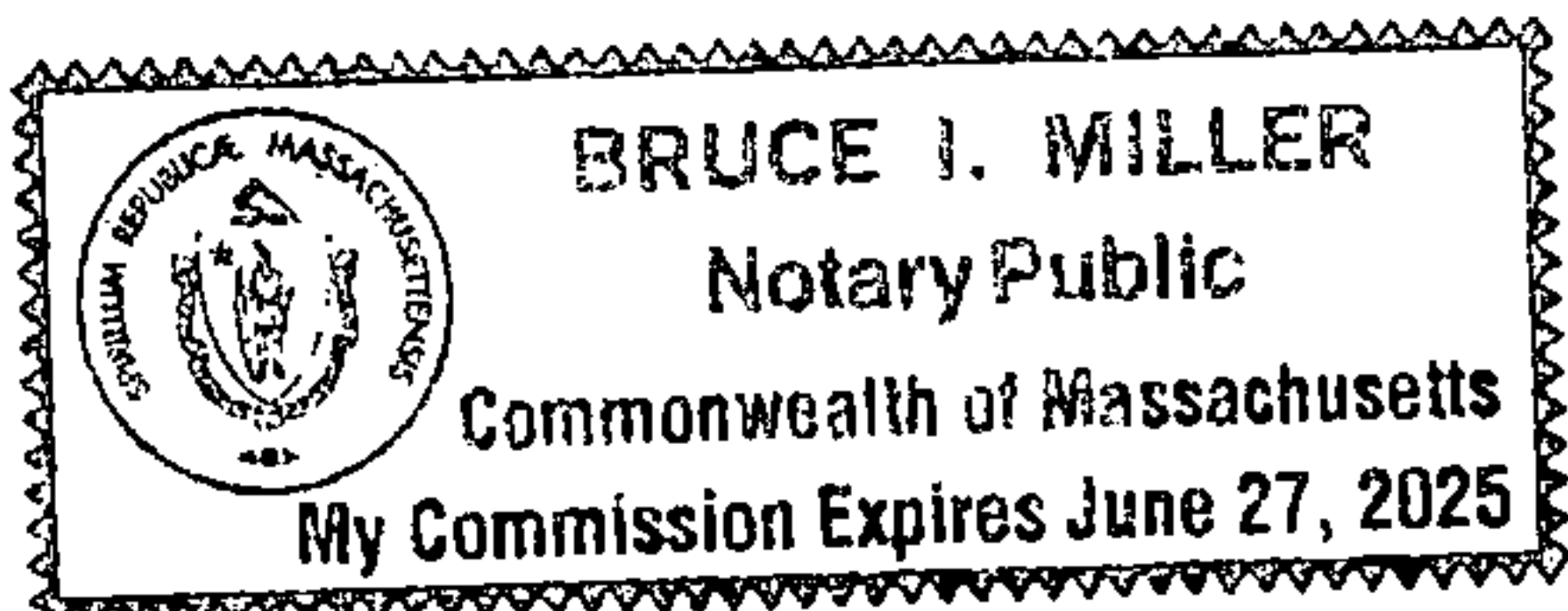
David Edelman, Manager

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF SUFFOLK)

On this 13th day of September, 2022, before me, the undersigned notary public, personally appeared David Edelman, as Manager of 2711 ALLEN ROAD LLC, proved to me through satisfactory evidence of identification, which was MASS 02, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of 2711 ALLEN ROAD LLC.



Notary Public

My commission expires:



20220922000365670 11/11 \$52.00
Shelby Cnty Judge of Probate, AL
09/22/2022 10:11:09 AM FILED/CERT

EXHIBIT A

COLUMBIANA PROPERTY - \$1,332,500.00 amount attributable to Shelby County:

A LOT OR PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, IN THE CITY OF COLUMBIANA, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF LOT 1 BROADWAY-WEST COLLEGE STREET SUBDIVISION, AS RECORDED IN PLAT BOOK 46, PAGE 47, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA