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Instrument prepared by:
Vasquez Benisek & Lindgren LLP
1550 Parkside Drive, Ste. 130
Walnut Creek, CA 94596
Attn: Eric Benisek, Esq.

When recorded, return to:
SFR3 LLC
350 Woodley Road
Santa Barbara, CA 93108
Attn: Thomas M. Fallows

**MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE
FILING AND ASSIGNMENT OF LEASES AND RENTS**

from
SFR3-060 LLC
(Grantor)

to
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
not in its individual capacity,
but solely in its capacity as Collateral Agent for Lender
(GRANTEE)

DATED:
as of September 20, 2022

THIS SECURITY INSTRUMENT COVERS GOODS WHICH ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN EXHIBIT A ATTACHED HERETO. THIS MORTGAGE IS ALSO A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO CODE OF ALABAMA (1975) SECTION 7-9A-502(c), AND IS TO BE INDEXED, AMONG OTHER PLACES, IN THE FINANCING STATEMENT RECORDS OF EACH COUNTY (OR, TO THE EXTENT SIMILAR RECORDS ARE MAINTAINED AT THE CITY OR TOWN LEVEL INSTEAD OF THE COUNTY LEVEL, EACH SUCH CITY OR TOWN) IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED.

THIS IS A FUTURE ADVANCE MORTGAGE. THE OBLIGATIONS SECURED BY THIS SECURITY INSTRUMENT INCLUDE [A REVOLVING LINE OF CREDIT TO BE MADE AVAILABLE BY THE AGENT AND THE OTHER LENDERS TO THE GRANTOR UNDER THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS (AS EACH TERM IS DEFINED BELOW), PURSUANT TO WHICH ADVANCES MAY BE MADE, PREPAID AND RE-BORROWED FROM TIME TO TIME, AND [ALL OTHER INDEBTEDNESS, OBLIGATIONS AND LIABILITIES OF GRANTOR TO THE AGENT AND THE OTHER LENDERS, DUE OR TO BECOME DUE, AND NOW EXISTING OR HEREAFTER INCURRED, CONTRACTED OR ARISING.

THE SECURED PARTY (GRANTEE) DESIRES THIS FIXTURE FILING TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE DESCRIBED HEREIN.

[SFR3] Mortgage
#82036112_v1

**MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND
ASSIGNMENT OF LEASES AND RENTS**

STATE OF ALABAMA

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF SHELBY

§

This MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS, dated as of September 20, 2022 (as may be amended, restated, replaced, supplemented, or otherwise modified from time to time, this "Security Instrument"), is made by **SFR3-060 LLC**, a Delaware limited liability company (the "Grantor"), having its principal office at: 228 Park Ave. S, Suite 73833, New York, New York 10003-1502, Attn: Jonathan Kibera, with respect to the real property described in Exhibit A attached hereto and made a part hereof (the "Land"), to U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity, but solely in its capacity as collateral agent for Lender (as defined in the Loan Agreement referred to below), as grantee, having its principal corporate trust offices at 190 S LaSalle St. 7th Floor, MK-IL-SL7C, Chicago, Illinois 60603 (together with its successors and/or assigns, "Grantee").

RECITALS:

WHEREAS, Grantor is the owner of (i) the fee simple interest in the Land located in the County of Shelby, State of Alabama (the "Fee Parcel") and (ii) title to the Improvements (as defined below).

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of September 20, 2022 (as amended, restated, replaced, supplemented and/or otherwise modified from time to time, the "Loan Agreement"), between Agent, Grantor, as "Borrower" thereunder, and the financial institutions party thereto from time to time (each a "Lender" and collectively, the "Lender"), the Lender made certain financial accommodations (the "Loan") to Grantor in the original principal amount for purposes of this Security Instrument not to exceed **\$128,043**;

WHEREAS, in order to further secure the Loan and the "Indebtedness" under and as defined in the Loan Agreement, Grantor has executed, among other documents, certain other mortgages, deeds of trust, deeds to secure debt, and related instruments, for the benefit of Agent, encumbering, among other things, any other Borrower Property; and

WHEREAS, Grantor and Agent intend these Recitals to be a material part of this Security Instrument and to secure the Secured Obligations (as defined below).

ARTICLE I. SECURED INDEBTEDNESS

NOW, THEREFORE, in consideration of the Loan to Grantor evidenced by the Loan Agreement and the other Loan Documents and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

TO SECURE:

(a) payment and performance of all covenants, conditions, liabilities and obligations of Grantor to Agent and the Lender contained in the Loan Agreement and the other Loan Documents;

(b) payment of the indebtedness evidenced by the Loan Agreement and the other Loan Documents plus all interest and all fees, including, without limitation, any Liquidated Damages (as defined in the Loan Agreement) payable thereunder;

(c) payment and performance of all covenants, conditions, liabilities and obligations of Grantor contained in this Security Instrument and any extensions, renewals or modifications hereof;

(d) payment and performance of all covenants, conditions, liabilities and obligations of Grantor (including without limitation the "Indebtedness" as defined in the Loan Agreement)) contained in the Loan Agreement and each of the other Loan Documents (as defined below);

(e) without limiting the foregoing, payment of all indebtedness, liabilities, and amounts from time to time incurred by Grantor pursuant to this Security Instrument, the Loan Agreement or such other Loan Documents, even if the aggregate amount of the monetary obligation outstanding at any one time exceeds the aggregate amount of Maximum Loan Amount under the Loan Agreement (all of the foregoing indebtedness and monetary liabilities set forth in clauses (a) through (d) above and this clause (e), collectively, the "Secured Indebtedness"; and

(f) payment of the Secured Indebtedness together with the payment and performance of all other covenants, conditions, liabilities and obligations described and set forth in clauses (a) through (e) above and in this clause (f), collectively, the "Secured Obligations" herein.

ARTICLE II. GRANTING CLAUSES

NOW, THEREFORE, THIS SECURITY INSTRUMENT WITNESSETH: that in consideration of the premises, the Loan, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in order to secure the prompt payment and performance of the Secured Obligations, Grantor HAS MORTGAGED, GIVEN, GRANTED, BARGAINED, SOLD, TRANSFERRED, WARRANTED, PLEDGED, ASSIGNED and CONVEYED, and does hereby MORTGAGE, GIVE, GRANT, BARGAIN, SELL, TRANSFER, WARRANT, PLEDGE, ASSIGN and CONVEY to Agent, its heirs, successors and assigns, WITH POWER OF SALE, all of Grantor's estate, right, title and interest now owned or hereafter acquired in, to and under the following, excluding in each case any Excluded Assets (collectively, the "Property");

(A) the Land is the real property identified and more particularly described in Exhibit A, inclusive, attached hereto and made a part hereof (collectively, the "Land");

(B) all additional lands, estates and development rights hereafter acquired by Grantor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage, deed to secure debt, deed of trust, or otherwise, be expressly made subject to the Lien of this Security Instrument;

(C) all of Grantor's rights, title, and interests in and to the buildings, foundations, structures, improvements, and fixtures now or hereafter located or erected on or within the Land (the "Improvements");

(D) all of Grantor's rights, title and interests in and to (1) all streets, avenues, roads, alleys, passages, places, sidewalks, strips and gores of land and ways, existing or proposed, public or private, adjacent to the Land, and all reversionary rights with respect to the vacation of said streets, avenues,

roads, alleys, passages, places, sidewalks and ways in the land lying thereunder; (2) all air, light, lateral support, development, drainage, oil, gas and mineral rights, options to purchase or lease, waters, water courses and riparian rights now or hereafter pertaining to or used in connection with the Land and/or the Improvements; (3) all and singular, the tenements, hereditaments, rights of way, easements, appendages and appurtenances and property now or hereafter belonging or in any way appertaining to the Land and/or the Improvements; and (4) all estate, right, title, claim or demand whatsoever, either at law or in equity, in possession or expectancy, of, in and to the Land and/or the Improvements (collectively, the "Appurtenances");

(E) all of Grantor's rights, title and interests in and to all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Grantor now has or hereafter acquires an interest, including, without limitation: (1) all reserve, deposit and impound and other accounts of Grantor from time to time; (2) all contracts and agreements relating to the Property (other than the Leases), including operating agreements and management agreements, and all other documents, books and records related to the ownership and operation of the Property (provided, that all of such agreements shall be subordinate to this Security Instrument, and Agent shall have no responsibility for the performance of Grantor's obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols); (3) to the extent permitted by Applicable Law: all consents, Licenses (as defined below) (including any licenses held by Grantor permitting the sale of liquor at any of the Property the transfer and/or assignment of which is permitted by Applicable Law without filing or other qualification), permits, certificates, government approvals, warranties, guaranties, bonds, letters of credit, causes of action, judgments, claims, profits, security deposits, utility deposits, and all rebates or refunds of fees, taxes, assessments, charges or deposits paid to any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, service, district or other instrumentality of any governmental entity, all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities; (4) all money, instruments and documents (whether tangible or electronic) arising from or by virtue of any transactions; and (5) all "Cash proceeds", "Chattel paper", "Collateral", "Commercial tort claims", "Deposit accounts", "Documents", "Electronic chattel paper", "Equipment", "Fixtures", "General intangibles", "Goods", "Instruments", "Inventory", "Investment property", "Letter of credit rights", "Noncash proceeds", "Payment intangibles", "Proceeds", "Software", "Supporting Obligations", and "Tangible chattel paper", as defined in the Uniform Commercial Code of the state in which the Land is located (the "UCC"), in which Grantor has any interest, wherever located, whether currently owned or hereafter acquired (including, without limitation, all (i) machinery, tools, appliances, apparatus, equipment, and fittings; (ii) rugs, carpets and other floor coverings; (iii) street lights, lamps, and other lighting fixtures; (iv) office maintenance and other supplies; (v) apparatus, appliances, furniture and furnishings, building service equipment, and building materials, supplies and equipment; (vi) heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, cabinets, lockers, and shelving; (vii) lease guarantees, contracts, contract rights, permits, and certificates; (viii) approvals and parcel maps (whether tentative or final), building permits and certificates of occupancy; (ix) names under or by which Grantor may operate or be known and rights to carry on business under any such names or any variant thereof; (x) trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles of the Grantor (xi) management agreements, service contracts, supply contracts or other contracts or agreements; (xii) warranties; (xiii) water stock; (xiv) evidence of ownership of any part of the Property or Improvements that is owned

by Grantor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing, maintaining or operating any part of the Property or Improvements; (xv) plans and specifications prepared for construction of improvements on the Property, or any part thereof, and studies, data and drawings related thereto, including, without limitation, studies, data or reports relating to toxic or hazardous wastes or materials located on the Property, all environmental audits, studies and reports, approvals and agreements, and/or Improvements, and contracts and agreements of Grantor relating to the aforesaid plans and specifications or to the aforesaid studies, data, reports and drawings or to the construction of improvements on the Property, including, without limitation, installations of curbs, sidewalks, gutters, landscaping, utility connections and all fixtures and equipment; (xvi) sales agreements, marketing studies, feasibility studies, deposit receipts, escrow agreements and other ancillary documents and agreements entered into by Grantor, and other proceeds of the sale thereof; (xvii) damages, royalties and revenue of every kind, nature and description whatsoever that Grantor may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Property; (xviii) refundable deposits made with or other security given to utility companies by Grantor with respect to the Property and/or Improvements; (xix) negotiable certificates of deposit of Grantor in Agent's possession and all accounts of Grantor maintained with Agent and each deposit account of Grantor assigned to Agent pursuant to any agreement; (xx) causes of action, claims, compensation, awards and recoveries for any damage or injury to the Land, and/or the Improvements or for any loss or diminution in value of the Property and/or Improvements; (xxi) books and records, including, without limitation, all computer records, computer tapes and electronic and electromagnetic representations and reproductions thereof; (xxii) guaranties of and security for any of the foregoing; and (xxiii) subject to the terms of the Loan Agreement, any interest rate protection arrangement to which Grantor is a party, including any and all agreements, instruments, documents and contracts now or hereafter entered into by Grantor with respect to any such interest rate protection arrangement (collectively, the "Personality"); together with all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof, and all proceeds of all of the foregoing;

(F) all of Grantor's right, title and interest in and to all proceeds, judgments, claims, compensation, awards or payments heretofor and hereafter made to Grantor for the taking, whether permanent or temporary, by condemnation, eminent domain, or for any conveyance made in lieu of such taking, of the whole or any part of the Property or any easement appurtenant thereto, including, without limitation, all proceeds, judgments, claims, compensation awards or payments for changes of grade of streets or any other injury to or decrease in the value of the Property, whether direct or consequential, which awards and payments are hereby assigned to Agent, who is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefore, and to apply the same toward the payment of the Secured Obligations in such order as Agent may determine in accordance with the provisions of this Security Instrument without regard to the adequacy of Agent's security hereunder and notwithstanding the fact that the amount thereof may not then be due and payable, and toward the payment of reasonable counsel fees, costs and disbursements incurred by Agent in connection with the collection of such awards or payments; and Grantor hereby agrees, upon request, to make, execute and deliver any and all further assignments and other instruments sufficient for the purpose of confirming this assignment of said proceeds, judgments, claims, compensation awards or payments to Agent, free, clear and discharged of any encumbrances of any kind or nature whatsoever other than the Permitted Liens (as defined in the Loan Agreement);

(G) all of Grantor's right, title and interest in and to all unearned premiums paid under insurance policies obtained by Grantor now or hereafter obtained by Grantor to the extent the same insure

the Property and any other insurance policies required to be maintained pursuant to the Loan Agreement to the extent the same insure the Property, including, without limitation, liability insurance policies and Grantor's interest in and to all proceeds of the conversion and the interest payable thereon, voluntary or involuntary, of the Property, or any part thereof, into cash or liquidated claims including, without limitation, proceeds of casualty insurance, title insurance or any other insurance maintained on or with respect to the Property (other than liability insurance);

(H) (1) all contracts for services to be rendered, work to be performed or materials to be supplied in the development of any renovation undertaken at the Land and/or the Land or the construction or repair of any such renovation and/or any other Improvements, including all agreements with architects, engineers or contractors for such services, work or materials; (2) all plans, drawings and specifications for the development of the Land or the construction or repair of any such renovation and/or any other Improvements; (3) all permits, licenses, variances and other rights or approvals issued by or obtained from any Governmental Authority or other Person in connection with the development of the Land or the construction or repair of any such renovation and/or any other Improvements; and (4) all amendments of or supplements to any of the foregoing;

(I) all right, title and interest of Grantor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and Appurtenances to, the Property, hereafter acquired by or released to Grantor or constructed, assembled or placed by Grantor on the Property, and all conversions of the security constituted thereby; immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, to the extent permitted by Applicable Law, without any further mortgage, conveyance, assignment or other act by Grantor, all such extensions, improvements, betterments, renewals, substitutes and replacements shall become subject to the Lien of this Security Instrument as fully and completely, and with the same effect, as though now owned by Grantor and specifically described herein; and

(J) all of Grantor's right, title and interest in all proceeds, both cash and noncash, of the foregoing which may be sold or otherwise be disposed of pursuant to the terms hereof.

UPON CONDITION that, so long as no Event of Default (as defined below) has occurred and is continuing, Grantor shall be permitted to possess and use the Property, and to use the rents, issues, profits, revenues and other income of the Property as provided in this Security Instrument, the Loan Agreement and the other Loan Documents (as defined below).

Should the Indebtedness be paid in full and the Secured Obligations performed in full according to the terms and conditions hereof and of the other Loan Documents, then this Security Instrument shall be cancelled and surrendered.

ARTICLE III. HABENDUM

TO HAVE AND TO HOLD THE PROPERTY hereby conveyed, or mentioned and intended so to be, whether now owned or held or hereafter acquired, subject only to the Permitted Liens and the terms hereof, unto Agent with respect to the Property, and their respective successors and assigns, forever, upon the terms and conditions set forth herein and to secure the performance of, and compliance with, the obligations, covenants and conditions of this Security Instrument and the other Loan Documents all as herein set forth, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Property unto Agent.

Definitions All capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement. Wherever used in this Security Instrument, the following terms, and the singular and plural thereof, shall have the following meanings:

“Appurtenances” shall have the meaning provided in Granting Clause (D).

“Borrower Property” shall mean, collectively, the “Property” as such term is defined in the Loan Agreement.

“Events of Default” shall mean the occurrence of an “Event of Default” pursuant to the Loan Agreement or a default, beyond any applicable notice and cure periods in any other Loan Document.

“Fee Parcel” shall have the meaning provided in the Recitals.

“Grantor” shall have the meaning provided in the introductory paragraph hereof.

“Grantee” shall have the meaning provided in the Recitals.

“Improvements” shall have the meaning provided in Granting Clause (C).

“Land” shall have the meaning provided in Granting Clause (A).

“Lease” means any lease, license or agreement for use of any part of the Property.

“Licenses” shall mean all certifications, permits, licenses and approvals, including without limitation, certificates of completion and occupancy permits required of Grantor for the legal use, occupancy and operation of the Property.

“Loan” shall have the meaning provided in the Recitals.

“Loan Agreement” shall have the meaning provided in the Recitals.

“Personalty” shall have the meaning provided in Granting Clause (E).

“Property” shall have the meaning provided in the recitals to the Granting Clauses.

“Rents” shall mean all rents, income, and profits, including, but not limited to all fixed rent and all additional rent, and any other rent collected for pass-through expenses, including without limitation taxes, insurance, operating and occupancy expenses and common area maintenance expenses, arising from such Leases, as well as all of Grantor’s right, title and interest in the right to receive and collect the revenues, income, rents, security deposits, issues, profits, royalties and other benefits payable under any of the Leases, and all revenues, income, rents, issues and profits otherwise arising from the use or enjoyment of all or any portion of the Property.

“Secured Obligations” shall have the meaning provided in Article I.

“UCC” shall have the meaning provided in Granting Clause (E).

(a) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Security Instrument shall refer to this Security Instrument as a whole and not to any particular provision of this Security Instrument, and recital, section, schedule and exhibit references are to this Security Instrument unless otherwise specified. The words “includes” and “including” are not limiting and mean “including without limitation.”

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to and including,” and the word “through” means “to and including.”

(c) References to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto executed in writing by all of the parties thereto and, if Agent’s consent was required for the original of any such document, consented to by Agent. All references in this Security Instrument to the plural of any document described herein shall mean all of such documents collectively.

(d) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending, or replacing the statute or regulation.

(e) The captions and headings of this Security Instrument are for convenience of reference only and shall not affect the construction of this Security Instrument.

III.2 Assignment of Rents.

(a) Grantor hereby assigns to Agent the Rents as further security for the payment of and performance of the Secured Obligations, and Grantor grants to Agent the right to enter the Property for the purpose of collecting the same and to let the Property or any part thereof, and to apply the Rents on account of the Secured Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Secured Obligations are indefeasibly paid and performed in full, but Agent hereby waives the right to enter the Property for the purpose of collecting the Rents and Grantor shall be entitled to collect, receive, use and retain the Rents and to exercise all rights of the landlord under the Leases, including, without limitation, to commence and prosecute to completion actions, arbitrations and proceedings with tenants and to sue for and to collect Rents, until the occurrence and during the continuance of an Event of Default; such right of Grantor to collect, receive, use and retain the Rents may be revoked by Agent upon the occurrence and during the continuance of any Event of Default by giving not less than five (5) Business Days’ written notice of such revocation to Grantor; in the event such notice is given, Grantor shall pay over to Agent, or to any receiver appointed to collect the Rents, any lease security deposits, and shall pay monthly in advance to Agent, or to any such receiver, the fair and reasonable rental value as determined by Agent for the use and occupancy of such part of the Property as may be in the possession of Grantor or any affiliate of Grantor, and upon default in any such payment Grantor and any such affiliate will vacate and surrender the possession of the Property to Agent or to such receiver, and in default thereof may be evicted by summary proceedings or otherwise. Grantor shall not accept prepayments of installments of Rent to become due for a period of more than one month in advance (except for security deposits and estimated payments of escalation or percentage rent, if any).

(b) Grantor has not affirmatively done any act which would prevent Agent from, or limit Agent in, acting under any of the provisions of the foregoing assignment.

(c) Except for any matter disclosed in the Loan Agreement, no action has been brought or, so far as is known to Grantor, is threatened in writing, which would interfere in any way with the right of Grantor to execute the foregoing assignment and perform all of Grantor's obligations contained in this Section and in the Leases.

(d) Additional Rights. The holder of any subordinate Lien or subordinate deed of trust on the Property shall, to the extent permitted by Applicable Law, have no right to terminate any Lease whether or not such Lease is subordinate to this Security Instrument nor shall Grantor consent to any holder of any subordinate Lien or subordinate deed of trust joining any tenant under any Lease in any action to foreclose the Lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Security Instrument all subordinate lienholders and the mortgagees and beneficiaries under subordinate mortgages are subject to and notified of this provision, and, to the extent permitted by Applicable Law, any action taken by any such lienholder or beneficiary contrary to this provision shall be null and void. Any such application shall not be construed to cure or waive any Default or Event of Default or invalidate any act taken by Agent on account of such Default or Event of Default.

Warranty. Grantor represents and warrants to, and covenants and agrees with, Agent as follows:

(a) Title. Grantor represents and warrants that Grantor has good, indefeasible and insurable fee title to the Fee Parcel, subject only to the Permitted Liens. This Security Instrument, upon its due execution and proper recordation, is and will remain a valid and enforceable (and, with respect to all personalty as to which security interests are governed by the UCC, upon proper recordation and the filing of a financing statement) perfected first Lien on and security interest in Grantor's right, title and interest in and to the Property subject to the Permitted Liens. Grantor will preserve such title to the Property and will forever warrant and defend same and the validity and priority of the Lien hereof from and against any claims whatsoever.

(b) All Property. The Property constitutes all of the real property, personal property, equipment and fixtures currently used in the operation of the business located on the Property.

(c) Enforceability of Security Instrument. This Security Instrument is the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar Applicable Laws affecting rights of creditors generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

III.3 Affirmative Covenants.

(a) Payment of Secured Obligations. Grantor agrees to promptly pay and perform all of the Secured Obligations, subject to and in accordance with the terms of the Loan Agreement and the other Loan Documents.

(b) Performance and Observance of Loan Agreement Covenants. Grantor will duly perform, observe and comply with all of the affirmative and negative covenants, agreements and obligations to be performed, observed and complied with by Grantor, and all of the other terms and conditions applicable to Grantor, under the terms of the Loan Agreement and any other Loan Document, as if each such covenant, agreement, obligation, term and condition were expressly set forth herein in full.

(c) Insurance. Grantor shall, at its sole cost and expense, continuously keep and maintain insurance in respect of the Property and Grantor's operations thereat, of the type and in the form and with insurers, all to the extent provided in, and subject to the terms of, the Loan Agreement. All Proceeds to which Grantor may be entitled resulting from damage to or destruction of the Property or any part hereof by a casualty or a taking for public use, an action in eminent domain, or the exercise of the police power, whether by a condemnation proceeding or otherwise (such as by inverse condemnation), shall be distributed and applied towards repayment of the Secured Obligations in accordance with the provisions of the Loan Agreement.

(d) Additions to Security. All right, title and interest of Grantor in and to all Improvements and Appurtenances hereafter constructed or placed on the Property and in and to any Personalty hereafter acquired shall, without any further deed of trust, conveyance, assignment or other act by Grantor, become subject to the Lien of this Security Instrument as fully and completely, and with the same effect, as though now owned by Grantor and specifically described in the Granting Clauses hereof. Grantor agrees, however, to execute and deliver to Agent such further documents as may be reasonably required by Agent to subject such Improvements, additions, and after-acquired Personalty to the Lien of this Security Instrument.

(e) Maintenance of Validity and Recording.

(i) Grantor covenants that it will pay or cause to be paid (A) all taxes and fees incident to the filing, registration and recording of this Security Instrument and the other Loan Documents and any continuation statement or similar instrument relating to any property subject thereto or to any property intended to be encumbered, granted, conveyed, transferred and assigned by this Security Instrument to be filed, registered and recorded in such manner and in such places as may be required by Applicable Law in order to publish notice of and fully to protect the validity thereof or the grant thereby of the property subject thereto and the interest and rights of Agent therein and (B) all reasonable expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all federal or state stamp taxes or other charges arising out of or in connection with the execution and delivery of such instruments.

(ii) Grantor shall not do any act to impair the validity, perfection, priority and effectiveness of this Security Instrument and the other Loan Documents. Unless otherwise permitted in this Security Instrument and the other Loan Documents, Grantor will not take any action, will not permit action to be taken by others and will not omit to take any action, nor will Grantor give any notice, approval or consent or exercise, waive or modify any rights under or in respect of the Permitted Liens, which action, omission, notice, approval, consent or exercise, waiver or modification of rights would release Grantor from, or reduce any of Grantor's obligations or liabilities under, or would result in the termination, surrender or assignment of, or the amendment or modification of, any of the Loan Documents, or would impair the validity of this Security Instrument or any of the other Loan Documents or have a Material Adverse Effect, without Agent's consent, and any attempt to do any of the foregoing without such consent shall be of no force and effect.

(iii) Grantor, at its expense, will execute, acknowledge and deliver all such instruments and take all such actions as Agent from time to time reasonably may request or as

may be reasonably necessary or proper for the better assuring to Agent of the properties and rights now or hereafter subject to the Lien hereof or intended so to be.

License to Collect Rents. Agent and Grantor hereby confirm that for so long as no Event of Default shall have occurred and is continuing, Agent has granted to Grantor a revocable license to collect and use the Rents as they become due and payable in accordance with the provisions of the Loan Agreement. Grantor further agrees to execute and deliver such assignments of Leases and Rents as Agent may from time to time reasonably request in order to better assure, transfer and confirm to Agent the rights intended to be granted to Agent with respect thereto. During the continuance of an Event of Default, Grantor agrees that, subject to Applicable Laws, Agent may, but shall not be obligated to, assume the management of the Property, and collect the Rents, applying the same upon the Secured Obligations. During the continuance of an Event of Default, Agent shall have and hereby expressly reserves the right and privilege (but assumes no obligation), to demand, collect, sue for, receive and recover the Rents, or any part thereof, now existing or hereafter made, and apply the same in accordance with this Security Instrument and Applicable Law.

Security Agreement, Fixture Filing, and Financing Statement. This Security Instrument constitutes a financing statement and, to the extent required under the UCC because portions of the Property may constitute fixtures, this Security Instrument is to be filed in the office where a mortgage, open-end mortgage, deed to secure debt, or deed of trust for the Property would be recorded. Agent also shall be entitled to proceed against all or portions of the Property in accordance with the rights and remedies available under the UCC. Grantor is, for the purposes of this Security Instrument, deemed to be the debtor, and Agent, on behalf of the Lender, is deemed to be the secured party, as those terms are defined and used in the UCC. Grantor agrees that the Indebtedness and Secured Obligations secured by this Security Instrument are further secured by security interests in all of Grantor's right, title and interest in and to fixtures, equipment, and other property covered by the UCC, if any, which are owned by Grantor. Grantor grants to Agent a valid and effective first priority security interest in all of Grantor's right, title and interest in and to such personal property (but only to the extent permitted in the case of leased personal property), together with all replacements, additions, and proceeds. Grantor hereby authorizes Agent to execute, deliver, file, or re-file as secured party without joinder of Grantor, any Financing Statement, Continuation Statement, or other instruments Agent may reasonably require from time to time to perfect or renew such security interest under the UCC, including a financing statement which indicates the collateral as "all assets" of the Grantor or words to similar effect. Except for Permitted Liens, Grantor agrees that, without the written consent of Agent, no other security interest will be created under the provisions of the UCC with respect to any goods, fixtures, equipment, appliances, or articles of personal property now attached to or used or to be attached to or used in connection with the Property except as otherwise permitted hereunder or under the Loan Agreement. Grantor agrees that all property of every nature and description covered by the Lien and charge of this Security Instrument together with all such property and interests covered by this security interest are encumbered as a unit, and during the continuance of an Event of Default by Grantor, all of the Property, at Agent's option, may be foreclosed upon or sold in the same or different proceedings or at the same or different time, subject to the provisions of the Loan Agreement and Applicable Law. The filing of any financing statement relating to any such property or rights or interests shall not be construed to diminish or alter any of Agent's rights of priorities under this Security Instrument.

Protection of Security; Costs and Expenses. Subject to the terms of the Loan Agreement, Grantor shall appear in and defend any action or proceeding of which it has notice purporting to affect the security hereof or the rights or powers of Agent.

Remedies. During the continuation of an Event of Default hereunder or under the Loan Agreement, Agent may, to the fullest extent permitted by Applicable Law, take such actions against Grantor, subject to Section 3.10 hereof, and/or against the Property or any portion thereof as reasonably determines is necessary to protect and enforce its rights hereunder, without notice or demand except as set forth below or as required under Applicable Law. Any such actions taken by Agent shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Agent may determine in its sole discretion, to the fullest extent permitted by Applicable Law, without impairing or otherwise affecting the other rights and remedies of Agent permitted by law, equity or contract or as set forth herein or in the other Loan Documents. No recovery of any judgment by Agent and no levy of an execution under any judgment upon any other Borrower Property or any portion thereof or upon any other property of Grantor shall adversely affect in any manner or to any extent the Lien of this Security Instrument upon the remaining Borrower Property or any portion thereof, or any rights, powers or remedies of Agent hereunder, which Lien, rights, powers and remedies shall continue unimpaired as before. Agent's determination of appropriate action may be based on an appropriate real estate or other consultant and/or counsel, and Agent may rely conclusively on such advice. Grantor shall pay such reasonable consultants' fees and reasonable attorneys' fees and expenses incurred by Agent pursuant to this Section 3.8. Such actions may include, without limitation, the following:

(f) **Acceleration.** Subject to any applicable provisions of the Loan Agreement and the other Loan Documents, Agent may declare all or any portion of the unpaid principal balance under the Loan Agreement, together with all accrued and unpaid interest thereon, and all other unpaid Secured Obligations, to be immediately due and payable.

(g) **Entry.** Subject to the provisions and restrictions of Applicable Law, Agent, personally, or by its agents or attorneys, at Agent's election, may enter into and upon all or any part of the Property (including, but not limited to, the Land and the Improvements and any part thereof), and may exclude Grantor, its agents and servants therefrom (but such entry shall be subject to any non-disturbance agreements then in effect) and Agent, having and holding the same, may use, operate, manage and control the Property or any part thereof and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receiver. Upon every such entry, Agent may, at the reasonable expense of the Property and/or Grantor, from time to time, either by purchase, repair or construction, maintain and restore the Property or any part thereof, and may insure and reinsure the same in such amount and in such manner as may reasonably seem to them to be advisable. Similarly, from time to time, Agent may, at the expense of Grantor (which amounts may be disbursed by Agent from the Property on behalf of Grantor), make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements to and on the Property or any part thereof as it may reasonably deem advisable. Agent or its designee shall also have the right to manage and operate the Property or any part thereof and to carry on the business thereof and exercise all rights and powers of Grantor with respect thereto, either in the name of Grantor or otherwise, as may seem to them to be advisable. Agent shall be liable to account only for Rents and other proceeds actually received by Agent.

(h) **Foreclosure.** During the continuance of any Event of Default, Agent, with or without entry, personally or by its agents or attorneys, insofar as applicable, and in addition to any and every other remedy, shall have alternate remedies as follows:

(i) **Power of Sale.** To the extent and in the manner permitted by Applicable Law, Agent may elect to exercise the non-judicial power of sale which is hereby conferred under

the terms of this Security Instrument and with respect the Land as provided for by the statutes of the state in which such Land is located. Agent may, without further notice or demand, sell and convey the Property in accordance with Applicable Law. The Property may be sold as a whole or in separate lots, parcels or items and in such order as Agent may direct, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Agent shall deliver to such purchaser(s) good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matter or fact shall be conclusive proof of the truthfulness thereof. Any Person, including Grantor or Agent, may purchase at any such sale. A sale of less than all of the Property or any defective or irregular sale made hereunder shall not exhaust the power of sale provided for herein, and subsequent sales may be made hereunder until all Secured Obligations have been satisfied or the entire Property sold, without defect or irregularity. No action of Agent based upon the provisions contained herein or contained in the applicable statutes, including, without limitation, the giving of any required notice of default and election to sell or notice of sale, shall constitute an election of remedies which would preclude Agent from pursuing judicial foreclosure before a completed sale pursuant to the power of sale contained herein.

(ii) Judicial Foreclosure.

(A) Whether or not proceedings have commenced by the exercise of the power of sale above given, assuming the Event(s) of Default are uncured and continuing, then, subject to Applicable Law, Agent or the holder or holders of any the Secured Obligations, in lieu of proceeding with the power of sale, may at its option declare the whole amount or any part, of the Secured Obligations remaining unpaid immediately due and payable without notice, by suit or suits in equity or at law to foreclose the same. Appraisal of the Property is hereby waived at the option of Agent, that option to be exercised at or prior to the time judgment is rendered in the judicial foreclosure. The Property may be sold as one parcel or in such parcels as Agent may elect unless otherwise provided by Applicable Law. Agent may be a purchaser of the Property or any part thereof or of any interest therein at any sale thereof, whether pursuant to power of sale, foreclosure or otherwise, and Agent may apply the outstanding Secured Obligations against the purchase price. Any purchaser shall, upon its purchase, acquire good title to the properties so purchased, free of the security interest and Lien of this Security Instrument.

(B) Agent may conduct any number of sales from time to time. The power of sale shall not be exhausted by any one or more such sales as to any part of the Property remaining unsold, but shall continue unimpaired until the entire Property shall have been sold. Upon taking title to the Property (whether by foreclosure, deed in lieu or otherwise) by Agent or any other purchaser or assignee of the Property after an Event of Default, Grantor shall assign and transfer all of its right, title and interest in and to the Property to Agent. Grantor hereby irrevocably appoints Agent as its attorney-in-fact to execute all documents and take all actions necessary to effectuate such assignment and transfer, provided, that such power may only be exercised by Agent while an Event of Default exists and is continuing.

(i) Specific Performance. Agent, in its sole and absolute discretion, may institute an action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or

agreement contained herein or in the Loan Agreement or any other Loan Document, or in aid of the execution of any power granted hereunder or for the enforcement of any other appropriate legal or equitable remedy.

(j) Enforcement of Loan Agreement. Agent may recover judgment on the Loan Agreement and the other Loan Documents (or any portion of the Secured Obligations evidenced thereby), either before, during or after any proceedings for the foreclosure (or partial foreclosure) or enforcement of this Security Instrument.

(k) Sale of Property.

(i) Agent may postpone any sale of all or any part of the Property to be made under or by virtue of this Section 3.8 by public announcement at the time and place of such sale, or by publication, if required by Applicable Law, and, from time to time, thereafter, may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement.

(ii) Upon the completion of any sale made by Agent under or by virtue of this Section 3.8, Agent shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed or deeds or other appropriate instruments, conveying, assigning and transferring all its estate, right, title and interest in and to the property and rights so sold. Agent is hereby appointed the true and lawful irrevocable attorney-in-fact of Grantor in its name and stead or in the name of Agent to make all necessary conveyances, assignments, transfers and deliveries of the property and rights so sold, and, for that purpose, Agent may execute all necessary deeds and other instruments of assignment and transfer, and may substitute one or more persons with like power, Grantor hereby ratifying and confirming all that such attorney or attorneys or such substitute or substitutes shall lawfully do by virtue hereof; provided, however, that such power of attorney shall be effective only for so long as an Event of Default shall exist and be continuing. Grantor shall, nevertheless, if so requested in writing by Agent, ratify and confirm any such sale or sales by executing and delivering to Agent or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Agent, for such purposes and as may be designated in such request. Any such sale or sales made under or by virtue of this Section 3.8 shall operate to divest all the estate, right, title, interest, claim and demand, whether at law or in equity, of Grantor in and to the property and rights so sold, and shall be a perpetual bar, at law and in equity, against Grantor, its successors and assigns and any Person claiming through or under Grantor and its successors and assigns.

(iii) The receipt of Agent for the purchase money paid as a result of any such sale shall be a sufficient discharge therefor to any purchaser of the property or rights, or any part thereof, so sold. No such purchaser, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Security Instrument, or shall be answerable, in any manner, for any loss, misapplication or non-application of any such purchase money or any part thereof, nor shall any such purchaser be bound to inquire as to the authorization, necessity, expediency or regularity of such sale.

(iv) Upon any sale made under or by virtue of this Section 3.8, Agent may bid for and acquire the Property or any part thereof and, in lieu of paying cash therefor, may make

settlement for the purchase price by crediting upon the Loan Agreement secured by this Security Instrument the net proceeds of sale, after deducting therefrom the expense of the sale and the costs of the action and any other sums which Agent is authorized to deduct under this Security Instrument. The person making such sale shall accept such settlement without requiring the production of the Loan Agreement, this Security Instrument, or any other Loan Document, and there shall be deemed credited to the Indebtedness and Secured Obligations under this Security Instrument the net proceeds of such sale. Agent, upon acquiring the Property or any part thereof, shall be entitled to own, hold, lease, rent, operate, manage or sell the same in any manner permitted by Applicable Laws.

(l) Voluntary Appearance: Receivers. During the continuance of any Event of Default hereunder or pursuant to the Loan Agreement, and promptly upon commencement of (i) any action, suit or other legal proceeding by Agent to obtain judgment for the principal and interest on the Secured Obligations under the Loan Agreement and any other sums required to be paid pursuant to this Security Instrument, or (ii) any action, suit or other legal proceeding by Agent of any other nature in aid of the enforcement of the Loan Documents or any of them, Grantor will (x) enter its voluntary appearance in such action, suit or proceeding, and (y) if required by Agent, consent to the appointment, of one or more receivers of the Property and all of the Rents. During the continuance of any Event of Default, or upon the filing of a bill in equity to foreclose this Security Instrument or to enforce the specific performance hereof or in aid thereof, or upon the commencement of any other judicial proceeding to enforce any right of Agent, Agent shall be entitled, as a matter of right, if it shall so elect, without notice to any other party and without regard to the adequacy of the security of the Property, forthwith, either before or after declaring the principal and interest on the Secured Obligations under the Loan Agreement to be due and payable, to the appointment of such a receiver or receivers. Any receiver or receivers so appointed shall have such powers as a court or courts shall confer, which may include, without limitation, any or all of the powers which Agent is authorized to exercise by the provisions of this Section 3.8, and shall have the right to incur such obligations and to issue such certificates therefor as the court shall authorize. Notwithstanding the foregoing, during the continuance of any Event of Default hereunder or pursuant to the Loan Agreement, Agent as a matter of right may appoint or secure the appointment of a receiver, trustee, liquidator or similar official of the Property or any portion thereof, and Grantor hereby irrevocably consents and agrees to such appointment, without notice to Grantor and without regard to the value of the Property or adequacy of the security for the Secured Obligations and without regard to the solvency of the Grantor or any other Person liable for the payment of the Secured Obligations, and such receiver or other official shall have all rights and powers permitted by Applicable Law and such other rights and powers as the court making such appointment may confer, but the appointment of such receiver or other official shall not impair or in any manner prejudice the rights of Agent to receive the Rents pursuant to this Security Instrument or the Assignment of Leases.

(m) UCC Remedies. Agent may, as to the personal property described herein, exercise any or all of the remedies granted to a secured party under the UCC, specifically including, without limitation, the right to recover the reasonable attorneys' fees and disbursements and other expenses incurred by Agent in the enforcement of this Security Instrument or in connection with Grantor's redemption of the Improvements or building equipment or Intangibles. Agent may exercise its rights under this Security Instrument independently of any other collateral or guaranty that Grantor may have granted or provided to Agent in order to secure payment and performance of the Secured Obligations, and Agent shall be under no obligation or duty to foreclose or levy upon any other collateral given by Grantor to secure any Obligation or to proceed against any guarantor before enforcing its rights under this Security Instrument.

(n) Leases. Agent may, at its option, before any proceeding for the foreclosure (or partial foreclosure) or enforcement of this Security Instrument, treat any Lease which is subordinate by its terms to the Lien of this Security Instrument (and with respect to which a non-disturbance agreement exists and is in full force and effect without any default on the part of the tenant thereunder or under the Lease relating thereto beyond the expiration of applicable notice and cure periods), as either subordinate or superior to the Lien of this Security Instrument, but at all times subject to such non-disturbance agreement, if applicable.

(o) Other Rights. Agent may pursue against Grantor any other rights and remedies of Agent permitted by law, equity or contract or as set forth herein or in the other Loan Documents, subject to the provisions of the Loan Agreement.

(p) Retention of Possession. Notwithstanding the appointment of any receiver, liquidator or trustee of Grantor, or any of its property, or of the Property or any part thereof, Agent, to the extent permitted by Applicable Law, shall be entitled to retain possession and control of all property now or hereafter granted to or held by Agent under this Security Instrument.

(q) Suits by Agent. All rights of action under this Security Instrument may be enforced by Agent without the possession of the Loan Agreement or any other Loan Document and without the production thereof or this Security Instrument at any trial or other proceeding relative thereto. Any such suit or proceeding instituted by Agent shall be brought in the name of Agent and any recovery of judgment shall be subject to the rights of Agent.

(r) Remedies Cumulative. Subject to the Loan Agreement, no remedy herein (or pursuant to the Loan Agreement or any Loan Document) conferred upon or reserved to Agent shall exclude any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission of Agent to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given to Agent by this Security Instrument or any other Loan Document may be exercised from time to time and as often as Agent may deem expedient. Nothing in this Security Instrument shall affect Grantor's obligations to pay the principal of, and interest on, the Secured Obligations in the manner and at the time and place expressed in the Loan Agreement.

(s) Waiver of Rights. Grantor agrees that, to the fullest extent permitted by Applicable Law, it will not at any time: (i) insist upon, plead or claim or take any benefit or advantage of any stay, extension or moratorium law, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Security Instrument or any Loan Document, (ii) claim, take or insist upon any benefit or advantage of any Applicable Law, now or at any time hereafter in force, providing for valuation or appraisal of the Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction, any right or remedy which Grantor (iii) claim, take or insist upon any benefit or advantage of or pursuant to any provision of the Applicable Laws of the State of Alabama pertaining to the rights and remedies of sureties, or (iv) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States or any State or otherwise to redeem the property and rights sold pursuant to such sale or sales or any part thereof. Grantor hereby expressly waives all benefits and advantages of such Applicable Laws, and covenants, to the fullest extent permitted by Applicable Law, not to hinder, delay or impede the execution

of any power herein granted or delegated to Agent, but will suffer and permit the execution of every power as though no such Applicable Laws had been made or enacted. Grantor for itself and all who may claim through or under it, waives, to the extent it lawfully may do so, any and all homestead rights and, any and all rights to reinstatement, any and all right to have the property comprising the Property marshaled upon any foreclosure of the Lien hereof.

Application of Proceeds. Unless otherwise provided by Applicable Law, all proceeds from the sale of the Property or any part thereof pursuant to the rights and remedies set forth in Section 3.8 above, and any other proceeds received by Agent from the exercise of any of its other rights and remedies hereunder or under the other Loan Documents shall be applied in accordance with the Loan Agreement and all Applicable Law.

III.4 Miscellaneous.

(a) **CERTAIN WAIVERS.** TO INDUCE AGENT AND THE LENDERS TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THE LOAN AGREEMENT AND THIS SECURITY INSTRUMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, GRANTOR EXPRESSLY AND IRREVOCABLY HEREBY, IN ADDITION TO AND NOT IN DEROGATION OF ALL OTHER WAIVERS CONTAINED IN THE LOAN AGREEMENT, THIS SECURITY INSTRUMENT AND THE OTHER LOAN DOCUMENTS, WAIVES AND SHALL WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY, OR COUNTERCLAIM ASSERTED BY AGENT WHICH ACTION, PROCEEDING OR COUNTERCLAIM ARISES OUT OF OR IS CONNECTED WITH THIS SECURITY INSTRUMENT, THE LOAN AGREEMENT OR ANY OTHER LOAN DOCUMENT.

(b) **Notices.** All notices, consents, approvals, and requests (each a "Notice") required or which any party desires to give hereunder or under any other Loan Document shall be in writing and, unless otherwise specifically provided in such other Loan Document, shall be deemed sufficiently given or furnished if delivered in accordance with in Section 9.1 of the Loan Agreement. This Section 3.10 shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Security Instrument or in any other Loan Document or to require giving of notice or demand to or upon any person in any situation or for any reason. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, election, request, or demand sent.

(c) **No Oral Modification.** This Security Instrument may not be waived, altered, amended, modified, changed, discharged or terminated orally but only by a written agreement signed by the party against which enforcement is sought.

(d) **Partial Invalidity.** In the event any one or more of the provisions contained in this Security Instrument shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included hereunder.

(e) **Successors and Assigns.** All covenants of Grantor contained in this Security Instrument are imposed solely and exclusively for the benefit of Agent and its successors and assigns, and no other Person shall have standing to require compliance with such covenants or be deemed, under any

circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Agent at any time if in its sole discretion it deems it advisable to do so. All such covenants of Grantor shall run with the land and bind Grantor, the successors and assigns of Grantor (and each of them) and all subsequent owners, encumbrances and tenants of the Property, and shall inure to the benefit of Agent, its successors and assigns.

(f) GOVERNING LAW. THIS SECURITY INSTRUMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE APPLICABLE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS CODE) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA); PROVIDED, HOWEVER, THAT AT ALL TIMES THE PROVISIONS HEREIN FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED IN THE PROPERTY (OTHER THAN PERSONALTY) PURSUANT HERETO, AS WELL AS ALL PROVISIONS REGARDING THE RIGHTS, DUTIES, AND OBLIGATIONS OF AGENT, SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE APPLICABLE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

(g) No Waiver. No failure by Agent to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such term or right, power or remedy or of any such breach. No waiver of any breach shall affect or alter this Security Instrument, which shall continue in full force and effect, or shall affect or alter the rights of Agent with respect to any other then existing or subsequent breach.

(h) Further Assurances. Grantor, at its own expense, will execute, acknowledge and deliver all such reasonable further documents or instruments including, without limitation, (i) security agreements on any building equipment included or to be included in the Property, and (ii) such other documents as Agent from time to time may reasonably request to better assure, transfer and confirm unto Agent the rights now or hereafter intended to be granted to Agent under this Security Instrument or the other Loan Documents. Grantor shall notify Agent in writing no less than thirty (30) days prior to a change of address.

(i) Merger, Conversion, Consolidation or Succession to Business of Agent. Any person into which Agent may be merged or converted or with which it may be consolidated, or any person resulting from any merger, conversion or consolidation to which Agent shall be a party, or any person succeeding to all or substantially all the business of Agent, shall be the successor of Agent hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(j) No Endorsement. Agent shall not become or be considered to be an endorser, co-maker or co-obligor on Loan Agreement or on any other Secured Obligation of Grantor secured by this Security Instrument or otherwise.

(k) Multistate Real Estate Transaction. Grantor agrees that the Lien of this Security Instrument with respect to the Property shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Agent and, without limiting the generality of the foregoing, the Lien hereof with respect to the Property shall not be impaired by any acceptance by Agent of any security for or guarantee upon any of the Secured Obligations or by any failure, neglect or

omission on the part of Agent to realize upon or protect any of the Secured Obligations or any collateral security therefor with respect to any other Borrower Property. The Lien hereof with respect to the Property shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or any disposition of any of the Secured Obligations or any of the collateral security therefor, with respect to any other Borrower Property or any guarantee therefor. To the extent not prohibited by Applicable Law, Agent may, at its discretion, foreclose, exercise any power of sale, or exercise any other remedy available to it under with respect to any Borrower Property without first exercising or enforcing any of its rights and remedies with respect to any other Borrower Property. To the extent not prohibited by Applicable Law, such exercise of Agent's rights and remedies with respect to any Borrower Property shall not in any manner impair the Secured Obligations or the Lien of this Security Instrument with respect to any other Borrower Property. Grantor specifically consents and agrees that Agent may exercise its rights and remedies hereunder with respect to any Borrower Property separately or concurrently and in any order that it may deem appropriate.

ARTICLE II. STATE LAW PROVISIONS

II.1 Local Law Provisions. Notwithstanding anything to the contrary elsewhere in this Security Instrument, with respect to the Property located in the State of Alabama, the terms of this Section 4.1 shall apply:

(a) This Security Instrument shall be deemed to be and shall be enforceable as a mortgage, assignment of leases and rents, security agreement, financing statement and fixture filing.

(b) This Security Instrument shall constitute a security agreement and continuously perfected fixture filing and financing statement. Grantor hereby authorizes Agent to execute, deliver, file, or refile as secured party, without joinder of the debtor as such term is used in the Uniform Commercial Code, any financing statement, continuation statement, or other instruments Agent may reasonably require from time to time to perfect or renew such security interest under the Uniform Commercial Code. Grantor is, for the purposes of this Security Instrument, deemed to be the debtor, and Agent is deemed to be the secured party. The addresses of secured party and debtor from which information concerning the Security Agreement may be obtained are set forth on the cover page of this Security Instrument concerning notices.

(c) To the extent this transaction is subject to § 5-19-20 of the Code of Alabama 1975, as amended, Grantor shall not be required to maintain insurance that may not be required by a creditor under such section, and Grantor shall have the option of providing any insurance required under this instrument through an existing policy or policies independently obtained and paid for by Grantor, subject to Agent's right, for reasonable cause before credit is extended, to decline the insurance provided by Grantor.

(d) The amount of principal indebtedness under the Loan and the Loan Documents secured hereby and included in the Secured Obligations shall not exceed a principal amount of \$175,000,000 (the "**Secured Amount**"). It is understood and agreed that the limitation to the Secured Amount relates only to principal, and the limitation shall not apply to interest, expenses, prepayment premiums, indemnities (including environmental indemnities) and other obligations which are in addition to principal, and all of such sums shall be secured hereby in addition to the Secured Amount. Grantor and Agent agree that, notwithstanding any payments in partial satisfaction of the Obligations, unless Agent

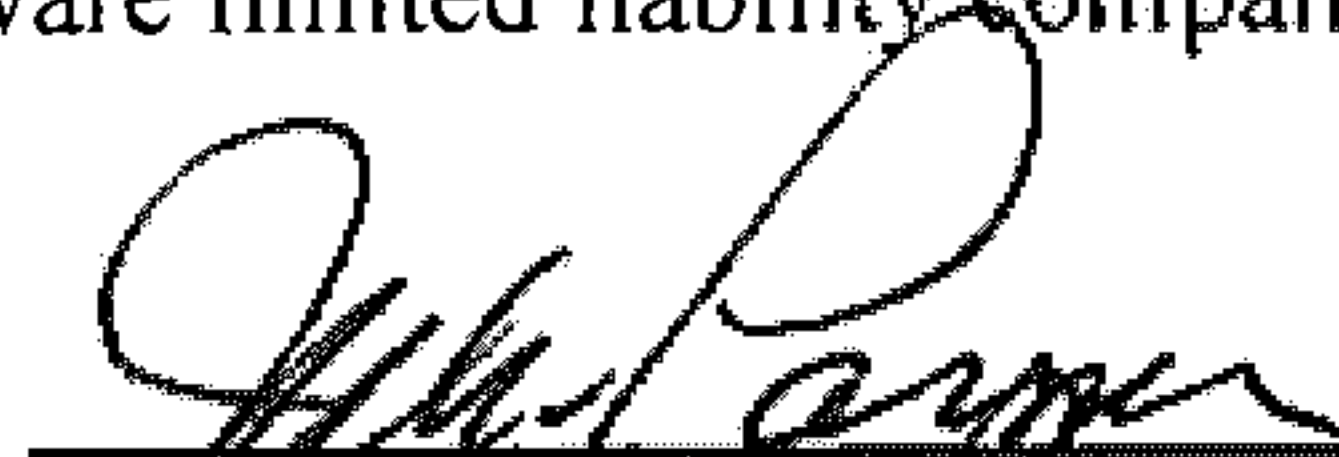
otherwise elects, no payments in respect of the Obligations shall be applied so as to repay and reduce the Secured Amount until the principal balance owing under the Obligations shall be equal to or less than the principal balance due with respect to the Secured Amount. Principal payments in respect of the Secured Amount may be applied in Agent's discretion to the Loans in whatever order Agent may elect or as may be required by the Loan Agreement. In addition, unless Agent otherwise elects, any partial releases or application of proceeds of partial releases shall not reduce the Secured Amount. It is also understood and agreed that the terms of this paragraph shall not be deemed to require Agent to foreclose upon the Property last, and Agent may proceed, upon an Event of Default, to foreclose upon the Property and any other Collateral in any order desired by Agent in its sole discretion. In no event shall the limitation on the principal amount of the Loans secured hereby limit or impair the security interests and liens of Agent in property of Borrowers as provided under the other Loan Documents.

(e) This Security Instrument and the Agent's title under this Security Instrument in the Property will not be terminated until a written mortgage satisfaction instrument executed by one of the Agent's officers is filed for record in the county in which the Land is located. Even if all of the Secured Indebtedness owing to Agent and the Lender at any one time should be paid in full, this Security Instrument will continue to secure any Secured Obligations that might later be owed to Agent until such mortgage satisfaction instrument has been executed and recorded. In no event shall the Agent be obligated to satisfy this Security Instrument or return or release any of the Property to the Grantor (w) until the payment in full of all Secured Obligations then outstanding, (x) if Agent is obligated to extend loans to Grantor, (y) if any contingent obligation of Grantor to Agent and the Lender remains outstanding or (z) until the expiration of any period for avoiding or setting aside any payment to Agent or the Lender under bankruptcy or insolvency laws.

(f) The date of this Security Instrument is intended as a date for the convenient identification of this Security Instrument and is not intended to indicate that this Security Instrument was executed and delivered on that date.

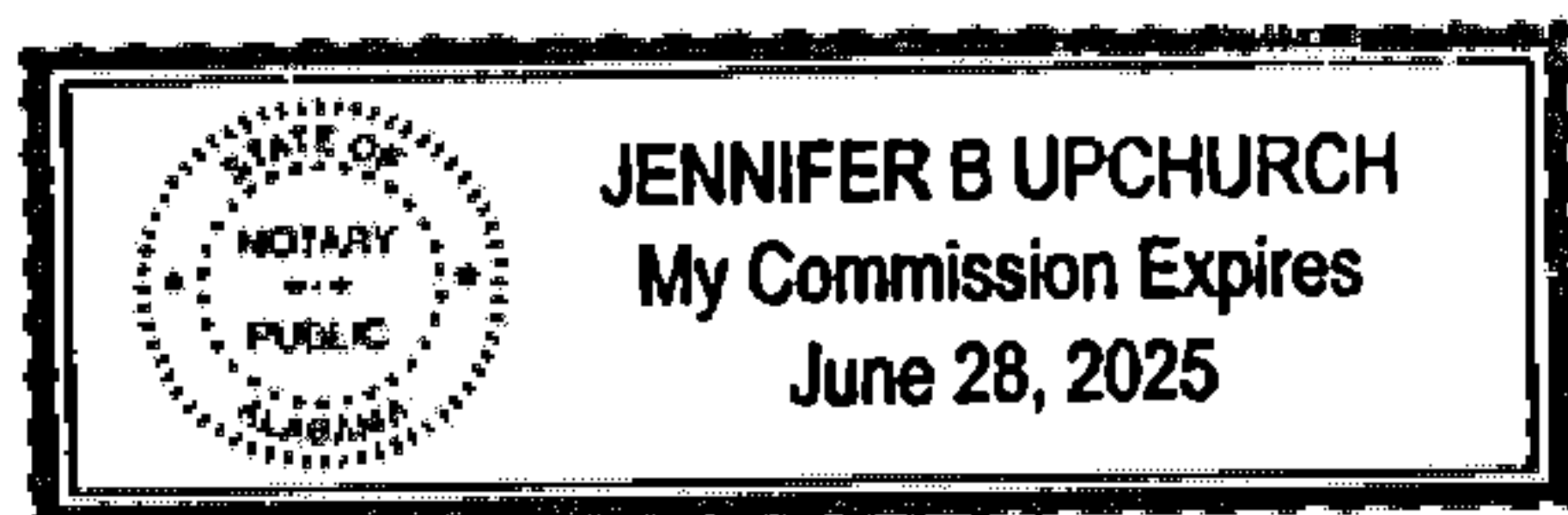
[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned, pursuant to proper authority of its operating agreement, has duly executed, sealed, acknowledged and delivered this Security Instrument as of the day and year first above written.

<p>Grantee's (Secured Party's) Mailing Address: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, solely in its capacity as collateral agent for Lender 190 S LaSalle St. 7th Floor, MK-IL-SL7C Chicago, Illinois 60603 Attn: Kevin Blanchard</p>	<p><u>GRANTOR:</u></p> <p>SFR3-060 LLC, a Delaware limited liability company</p> <p>By: <u></u> Name: <u>Jeff H. Fama</u> Title: <u>Authorized Representative</u></p> <p>Grantor's Organizational ID: 6417798</p> <p>Grantor's Address: SFR3-060 LLC 228 Park Ave. S, Suite 73833 New York, New York 10003-1502 Attn: Jonathan Kibera</p>
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STATE OF Alabama)
)
) ss:
 COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 31st day of October, 2022, by Jeff W. Paine, as Authorized Representative of SFR3-060 LLC, a Delaware limited liability company, on behalf of such entities, who is personally known to me or has produced driver's license as identification.



Jennifer Upchurch
Printed Name: Jennifer Upchurch
Notary Public, State of Alabama
Serial Number (if any): _____
My Commission Expires 6/28/25

Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases and Rents

20221102000411010 11/02/2022 12:55:28 PM MORT 22/22

EXHIBIT A

Legal Descriptions

(Attached hereto)

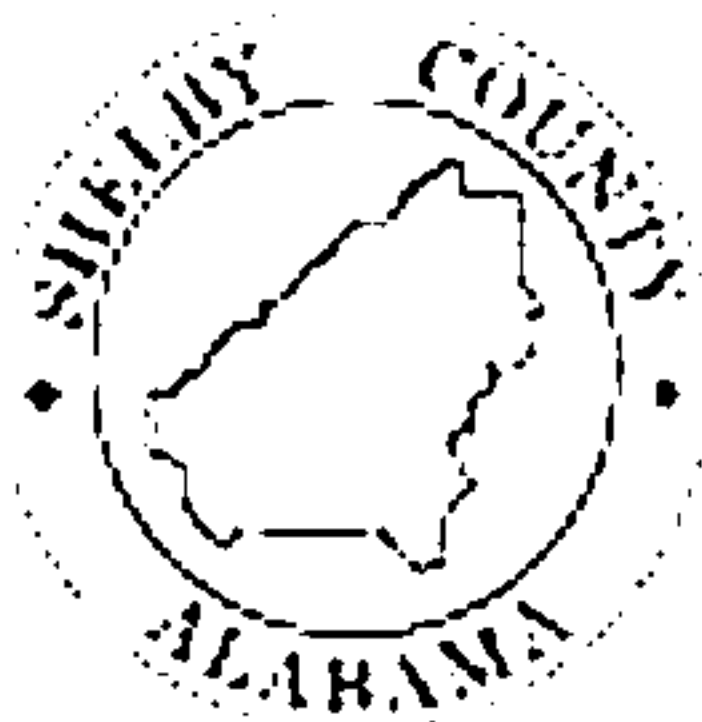
Property 1

Lot 5, Block 3, according to the Survey of Navajo Hills, First Sector, as recorded in Map Book 5, Page 18, in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel: 138341004010000

Address: 835 Burning-Tree Trail, Alabaster, AL 35007

[SFR3] Mo
#82058593



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/02/2022 12:55:28 PM
\$277.15 BRITTANI
20221102000411010**

Allie S. Bayl