

This Instrument Prepared (in part) by:
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205



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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
COUNTY OF SHELBY)

**MORTGAGE AND SECURITY AGREEMENT
(ALABAMA)**

THIS INDENTURE made as of the 24 day of OCT 2022 between W. E. Adams Family Trust (hereinafter called the "Borrower" or the "Mortgagor", whether one or more), as a mortgagor and Jim Bailey (and/or his children as assigns), as Lender/Grantor (hereinafter the said mortgagee and any subsequent holder of the Mortgage are referred to as the "Lender" or "Mortgagee" whether one or more) as mortgagee.

WITNESSETH:

WHEREAS, Borrower is justly indebted to Lender/Grantor on a Loan/Grant in the principal sum of Two Hundred Thousand and no/100 Dollars (\$225,000) ** (the "Loan") thereunder, as evidenced by the Mortgage Agreement dated OCT 24 2022, payable to Lender/Grantor (Jim Bailey and/or his children as assigns) on demand or at Lender/Grantor's discretion sell the property as otherwise provided in the Mortgage Agreement; and

WHEREAS, the parties desire to secure the principal amount of the Mortgage Agreement and all renewals, extensions and modifications, relocation or transfer to other properties (by existing property sale and new property purchase) thereof, and all refinancing of any part of the Mortgage Agreement and any and all other additional indebtedness of Borrower to Lender/Grantor (Jim Bailey and/or his children as assigns) now existing whether joint or several, due or to become due, and whether incurred or given as maker, endorser, guarantor or otherwise (herein "other Indebtedness").

NOW THEREFORE, the Borrower, in consideration of making the Loan/Grant above-mentioned, and to secure payment of same, and any extensions, renewals, modifications, relocation or transfer to other properties (by existing property sale and new property purchase) and refinancing of same, and any charges herein incurred by Lender/Grantor (Jim Bailey and/or his children as assigns) on account of Borrower, including but not limited to attorneys' fees, and any and all Other Indebtedness of Borrower to Lender/Grantor (Jim Bailey and/or his children as assigns) as set forth herein, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth in the Mortgage Agreement, the Loan/Grant Documents, Other Indebtedness of Borrower to Lender/Grantor (Jim Bailey and/or his children as assigns) (the Other Indebtedness Instruments") has bargained and sold and does hereby grant, bargain, sell, lien and convey unto the Lender/Grantor, its successors and assigns, the following described land, real estate, estates, leasehold estates, buildings, improvements, fixtures, property hereafter acquired by the Borrower and subject to the lien of the Mortgage Agreement, hereinafter sometimes referred to as the "Mortgaged Property" to wit:

All that tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

** If net proceeds from the sale of property is less than the mortgage amount (\$225,000), Lender/Grantor (Jim Bailey and/or his children as assigns) may at his discretion use the net proceeds to satisfy the mortgage.

All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building material and property of every nature whatsoever (including without limitation, property and collateral described in the Financing Statements executed, authorized or approved.

Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles relating or appertaining to any of the property hereinabove described.

Some of the said items are or may become "fixtures" on the above-described property and as provided under Chapter 9 of the Uniform Commercial Code, this Mortgage Agreement, upon being filed for record in the real property records of the County where the Land is located, shall operate also as a "fixture filing" and financing statement upon such of the items which are or may become fixtures.

TO HAVE AND TO HOLD the Mortgage Property and all parts thereof unto the Lender/Grantor (Jim Bailey), its successors and assigns forever, subject however to the terms and conditions herein;

AND the Borrower further represents, warrants, covenants and agrees with the Lender/Grantor (Jim Bailey and/or his children as assigns) as follows:

Performance of Mortgage Agreement and Loan/Grant Documents. The Borrower will perform, observe and comply with all provisions hereof, and of the Mortgage Agreement, and of the other Loan/Grant Documents, and of the Other Indebtedness Instruments, and will duly and punctually pay to the Lender/Grantor (Jim Bailey and/or his children as assigns) the sum of money and/or surrender current property to Lender/Grantor (Jim Bailey and/or his children as assigns) as expressed in the Mortgage Agreement, of the Loan/Grant Documents, and of the Other Indebtedness Instruments, all without any deductions or credit for taxes or other similar charges paid by the Borrower.

The Borrower promptly shall comply with all present and future laws, ordinances, rules, regulations, orders and decrees of any governmental authority affecting the Mortgaged Property or any part thereof. Without limiting the foregoing, the Borrower represents and covenants that the Mortgaged Property is in present compliance with, and in the future shall comply with, as applicable, the Americans With Disabilities Act of 1990 ("ADA") (42 U.S.C. Sections 12101, et seq.) and Rehabilitation Act of 1973 ("Rehabilitation Act") (29 U.S.C. Sections 749, et seq.), each such act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto, and

Borrower hereby agrees to indemnify and hold Lender/Grantor (Jim Bailey and/or his children as assigns) harmless from all loss, cost, damage, claim and expense incurred by Lender/Grantor (Jim Bailey and/or his children as assigns).

In addition to other inspection rights of Lender/Grantor (Jim Bailey and/or his children as assigns), the Borrower shall and hereby does grant and convey to the Lender/Grantor (Jim Bailey and/or his children as assigns), its agents, representatives, contractors, and employees, an easement and license to enter on the Mortgaged Property at any time and from time to time for the purpose of making such audits, tests, inspections, and examinations, including without limitation, inspection of

buildings and improvements, subsurface exploration and testing and groundwater testing, as the Lender/Grantor (Jim Bailey and/or his children as assigns) , in its sole discretion, deems necessary.

The Borrower will pay promptly, when and as due, and, if requested, will exhibit promptly to the Lender/Grantor (Jim Bailey and/or his children as assigns) receipts for the payment of all taxes, assessments, water rates, utility charges, dues, charges, fines, penalties, costs and other expenses incurred, and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof.

The Borrower promptly shall pay and will not suffer any mechanic's, laborer's statutory or other lien which might or could be prior to or equal to the lien of this Mortgage Agreement to be created or to remain outstanding upon any of the Mortgaged Property.

The Borrower will procure for, deliver to, and maintain for the benefit of the Lender/Grantor (Jim Bailey and/or his children as assigns) during the life of this Mortgage insurance policies in such amounts as the Lender/Grantor (Jim Bailey and/or his children as assigns) shall require, insuring the Mortgaged Property against fire, extended coverage and such other insurable hazards, casualties and contingencies acceptable to the Lender/Grantor (Jim Bailey and/or his children as assigns).

The Lender/Grantor (Jim Bailey and/or his children as assigns) is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Lender/Grantor (Jim Bailey and/or his children as assigns) instead of to the Borrower and Lender/Grantor (Jim Bailey and/or his children as assigns) jointly.

Care of the Property. The Borrower will preserve and maintain the Mortgaged Property in good condition and repair, and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

Except as otherwise provided herein, no buildings, fixtures, personal property, or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender/Grantor (Jim Bailey and/or his children as assigns). The Borrower will sell or otherwise dispose of, free from the lien of the Mortgage Agreement, furniture, furnishings, equipment, tools, machinery and personal property.

If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Borrower will give immediate written notice of the same to the Lender/Grantor (Jim Bailey and/or his children as assigns).

The Lender/Grantor (Jim Bailey and/or his children as assigns) is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours.

The Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.



If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Borrower will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds.

Expenses. The Borrower will pay or reimburse the Lender/Grantor (Jim Bailey and/or his children as assigns) for all reasonable attorney's fees, costs and expenses incurred by the Lender/Grantor (Jim Bailey and/or his children as assigns) in connection with the collection of the indebtedness secured hereby or the enforcement of any rights or remedies provided for in this Mortgage Agreement or in any of the Loan/Grant Documents.

Performance by Lender/Grantor of Defaults by Borrower. If the Borrower shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property, in the payment of any utility charge, whether public or private, in the payment of insurance or in the performance or observance of any other covenant, condition or term of this Mortgage Agreement, or of the other Loan/Grant Documents, then the Lender/Grantor (Jim Bailey and/or his children as assigns), at its option, may perform or observe the same; and all payments made for costs or expenses incurred by the Lender/Grantor (Jim Bailey and/or his children as assigns) shall be secured hereby and shall be immediately repaid by the Borrower to the Lender/Grantor (Jim Bailey and/or his children as assigns) with interest thereon at the rate of ten percent (10%) per annum. The Lender/Grantor (Jim Bailey and/or his children as assigns) shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claims and premium, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof.

Transfers of Interests in Mortgaged Property or Borrower. The Borrower shall not sell, assign, mortgage, encumber, or otherwise convey the Mortgaged Property, or any interest therein, without obtaining the express written consent of the Lender/Grantor and Primary Trustee (Jim Bailey and/or his children as assigns) as recorded in the Probate Office of Shelby County prior to such conveyance. If Borrower or his assigns should sell, assign, mortgage, encumber or convey all, or any part of, the Mortgaged Property, or any interest therein, without such consent by Lender/Grantor (Jim Bailey and/or his children as assigns), then, in such event, the entire balance of the indebtedness (including the Loan/Grant and all Other Indebtedness) secured by this Mortgage Agreement and all interest accrued thereon (or such parts as Lender/Grantor (Jim Bailey and/or his children as assigns) may elect) shall without notice become due and payable forthwith at the option of the Lender/Grantor (Jim Bailey and/or his children as assigns) .

Lender/Grantor (Jim Bailey and/or his children as assigns) shall have such right and option to withhold its consent in its sole discretion, absolutely, irrespective of any facts or circumstances.

Event of Default. The term Event of Default, wherever used in this Mortgage Agreement, shall mean any one or more of the following events.

William E. Adams' inability to live in the home or if in an unconscious state or comatose condition, mentally incapacitated, conscious but not aware of where he is or who his immediate family members are or under severe condition of stroke or serious conditions creating total incapacity to care for himself or if moved to any care facility (private, federal government or state facility, veteran's facility, hospice facility); or

Failure of William E. Adams, his assigns, heirs or his children to duly observe any other covenant, condition or agreement of this Mortgage Agreement, of any of the Loan/Grant

Documents, or of any of the Other Indebtedness Instruments and the continuance of such failure for fifteen (15) days or more; or

The filing by William E. Adams, his assigns, heirs or his children or any guarantor of any indebtedness secured hereby of a voluntary petition in bankruptcy or the Borrower's or any guarantor's adjudication as a bankrupt or insolvent, or the filing by the Borrower or any guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or,

The death or dissolution of the Borrower and property occupant, William E. Adams, or upon the assumption and/or management of his personal finances and medical or personal care or by POA by his assigns, heirs or his children and/or care facility, or any guarantor of the Mortgage or any Other Indebtedness secured hereby;

Any other event of default set forth in any of the other Loan/Grant Documents or any of the Other Indebtedness Instruments.

Acceleration of Maturity. If an Event of Default shall have occurred, then the entire balance of the indebtedness (including but not limited to the Loan/Grant and the Other Indebtedness) secured hereby with interest accrued thereon (or such parts as Lender/Grantor, Jim Bailey and/or his children as assigns, may elect) shall, at the option of the Lender/Grantor (Jim Bailey and/or his children as assigns), become due and payable without notice or demand, time being of the essence; and any omission on the part of the Lender/Grantor (Jim Bailey and/or his children as assigns) to exercise such option when entitled to do so shall not be considered as a waiver of such right.

Right of Lender/Grantor to Enter and Take Possession. If an Event of Default shall have occurred and be continuing, the Borrower, upon demand of the Lender/Grantor (Jim Bailey and/or his children as assigns), shall forthwith surrender to the Lender/Grantor (Jim Bailey and/or his children as assigns) the actual possession of the Mortgaged Property, and if and to the extent permitted by law, the Lender/Grantor (Jim Bailey and/or his children as assigns) may enter and take possession of all the Mortgaged Property, and may exclude the Borrower and its agents and employees wholly therefrom.

Upon every such entering upon or taking of possession, the Lender/Grantor (Jim Bailey and/or his children as assigns) may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and from time to time make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures and other property.

Lender/Grantor's Power of Enforcement. If an Event of Default shall have occurred the Lender/Grantor (Jim Bailey and/or his children as assigns) may, either with or without entry or taking possession as hereinabove provided, do any one or more of the following; enforce or exercise any right under any Loan/Grant Documents or Other Indebtedness Instrument; and pursue any other remedy available to Lender/Grantor (Jim Bailey and/or his children as assigns) all as the Lender/Grantor (Jim Bailey and/or his children as assigns) may elect.

Power of Sale. If an Event of Default shall have occurred Lender/Grantor and/or Primary Trustee (Jim Bailey and/or his children as assigns) may sell the Mortgaged Property as full satisfaction of the Loan/Grant.

No Waiver of One Default to Affect Another. No waiver of any default hereunder, under the Loan/Grant Documents or under the Other Indebtedness Instruments shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent hereon.

Discontinuance of Proceedings – Positions of Parties, Restored. In case Lender/Grantor (Jim Bailey and/or his children as assigns) shall have proceeded to enforce any right or remedy under this Mortgage Agreement by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Lender/Grantor (Jim Bailey and/or his children as assigns) then and in every such case the Borrower and the Lender/Grantor (Jim Bailey and/or his children as assigns) shall be restored to their former positions.

Heirs, Successors and Assigns Included in Parties. Whenever in this Mortgage Agreement one of the parties hereto is named or referred to, the heirs, administrators, executors, Trustee, successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage Agreement.

Gender. Whenever the context so requires, the masculine includes the feminine and neuter, and the singular includes the plural, and vice versa.

Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage Agreement, in the Loan/Grant Documents, or in the Other Indebtedness Instruments shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein, and in the Mortgage Agreement, the Loan/Grant Documents and the Other Indebtedness Instruments shall be in no way affected, prejudiced or disturbed thereby.

Grant of Security Interest. Borrower (the “debtor” for purposes of the Uniform Commercial Code), in consideration of the Lender’s/Grantor’s (the “secured party” for purposes of the Uniform Commercial Code) making the Loan/Grant as aforesaid and for other good and valuable consideration, and to secure the prompt payment of same, and any extensions, renewals, modifications including, but not limited to attorneys’ fees and further to secure the performance of the covenants, conditions, and agreements herein set forth and the other Loan/Grant Documents, does hereby grant to Lender/Grantor (Jim Bailey and/or his children as assigns) title to and a security interest in such portions of the Mortgaged Property the security interest in and disposition of which is governed by the Uniform Commercial Code (the “Collateral”).

Definitions. All terms used herein which are defined in the Alabama Uniform Commercial Code (the “Uniform Commercial Code”) shall have the same meaning herein as in the Uniform Commercial Code unless otherwise indicated herein.

Rights of a Secured Party. Upon the occurrence of an Event of Default, the Lender/Grantor (Jim Bailey and/or his children as assigns) may immediately and without demand, exercise any and all of the rights of a secured party upon default under the Uniform Commercial

Code or other applicable law, all of which shall be cumulative. Such rights shall include, without limitation:

The right to take possession of the Collateral without judicial process and to enter upon any premises where the Collateral may be located for the purposes of taking possession of, securing, removing, and/or disposing of the Collateral without interference from Borrower and without any liability for rent, storage, utilities or other sums;

The right to sell, lease, trade, convey or otherwise dispose of any or all of the Collateral, whether in its then condition or after further processing or preparation, at public or private sale; and unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender/Grantor (Jim Bailey and/or his children as assigns) shall give to Borrower at least ten (10) days' prior notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition of the Collateral is to be made, all of which Borrower agrees shall be reasonable notice of any sale or disposition of the Collateral without notice to Borrower, occupant, his assigns, heirs or his children;

Borrower agrees that Lender/Grantor (Jim Bailey and/or his children as assigns) has the sole right to sell the property at 113 Rossburg Drive, Calera, AL.

To effectuate the rights and remedies of Lender/Grantor (Jim Bailey and/or his children as assigns) upon default, Borrower does hereby irrevocably appoint Lender/Grantor (Jim Bailey and/or his children as assigns) attorney-in-fact for Borrower, with full power of substitution to sign, execute, and deliver any and all instruments and documents and do all acts and things to the same extent as Borrower could do, and to sell, assign and transfer any Collateral to Lender/Grantor (Jim Bailey and/or his children as assigns) or any other party.

Conflict in Loan/Grant Documents. In the event of conflict in the terms of any provision in this Mortgage Agreement, the Loan/Grant Documents, the terms of the provision most favorable to the Lender/Grantor (Jim Bailey and/or his children as assigns) shall apply.

Instrument Under Seal. This Mortgage Agreement is given under the seal of all parties hereto, and it is intended that this Mortgage Agreement is and shall constitute and have the effect of a sealed instrument according to law.

Addresses and Other Information. The following information is provided in order that this Mortgage Agreement shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Alabama, for instruments to be filed as financing statements.

- | | | |
|-----|---|-------------------------------------|
| (a) | Name of Borrower (Debtor): | W. E. Adams Family Trust Fund |
| | Address of Borrower: | c/o Jim Bailey, Grantor and Trustee |
| | | Jim Bailey |
| | | 349 Vesclub Drive |
| | | Vestavia, AL 35216 |
| (b) | Name of Lender/Grantor (Secured Party): | Jim Bailey |
| | Address of Lender/Grantor : | 349 Vesclub Drive |
| | | Vestavia, AL 35216 |



No Homestead. Each Mortgagor represents and warrants that the Mortgaged Property does not constitute the homestead of the Mortgagor or Mortgagor's heirs.

Adjustable Rate of Interest. Borrower understands and agrees that the interest rate on the indebtedness secured hereby may fluctuate or change as provided in the mortgage documents.

Waiver of Jury Trial. To the extent permitted by applicable law, borrower hereby waives any right to trial by jury on any claim, counterclaim, setoff, demand, action or cause of action (A) arising out of or in any way pertaining or relating to the Loan/Grant documents or any other instrument, document or agreement executed or delivered in connection with the mortgage agreement or (B) in any way connected with or pertaining or related to or incidental to any dealings of the parties hereto with respect to the Loan/Grant documents, or any other instrument, document or agreement executed or delivered in connection herewith or in connection with the transactions related thereto or contemplated thereby or the exercise of either party's rights and remedied thereunder, in all of the foregoing cases whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise, borrower agrees that Lender/Grantor (Jim Bailey and/or his children as assigns) may file a copy of the paragraph with any court as written evidence of the, knowing, voluntary and bargained agreement of borrower to waive its right to trial by jury, and that any dispute or controversy whatsoever between borrow and Lender/Grantor shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury.

IN WITNESS WHEREOF, Borrower has caused this instrument to be executed and effective as of the day and year first above written

BORROWER (Mortgagor/Debtor):

By: W. E. Adams Family Trust
Name: W. E. Adams Family Trust
Occupant

LENDER/Grantor (Mortgagee, Secured Party):

By: Jim Bailey Grantor
Name: Jim Bailey, his heirs and assigns
Title: Grantor and Primary Trustee



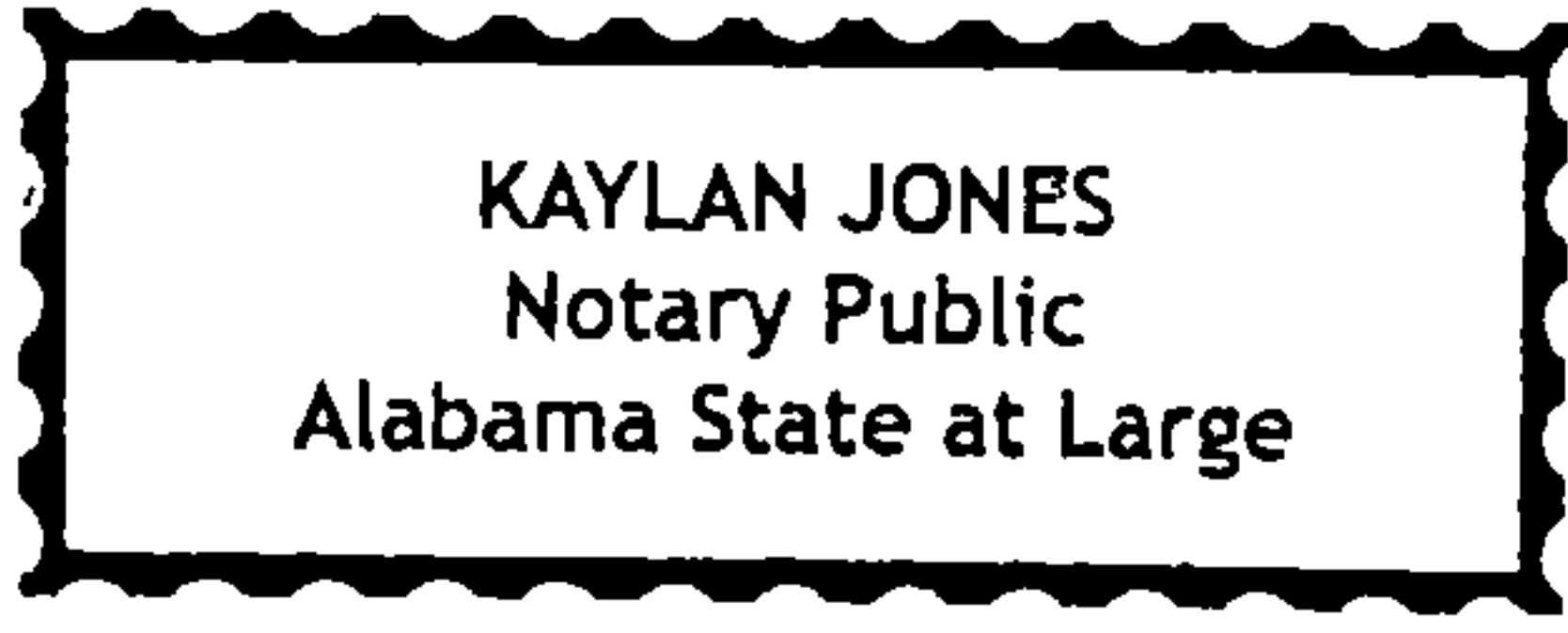
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STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jim W. Bailey whose name is signed to foregoing Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 15th day of November, 2022.

Kaylan Jones
Notary Public
My Commission Expires: June 14, 2026

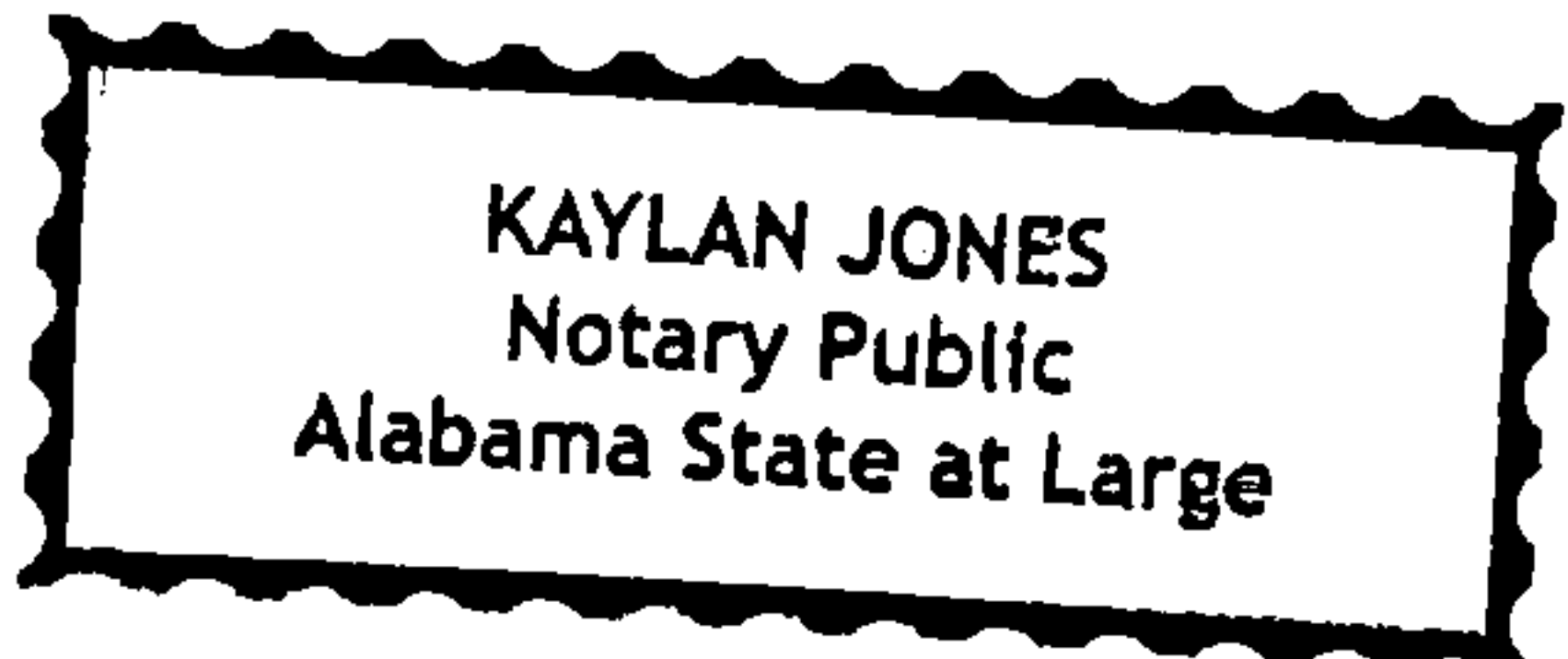


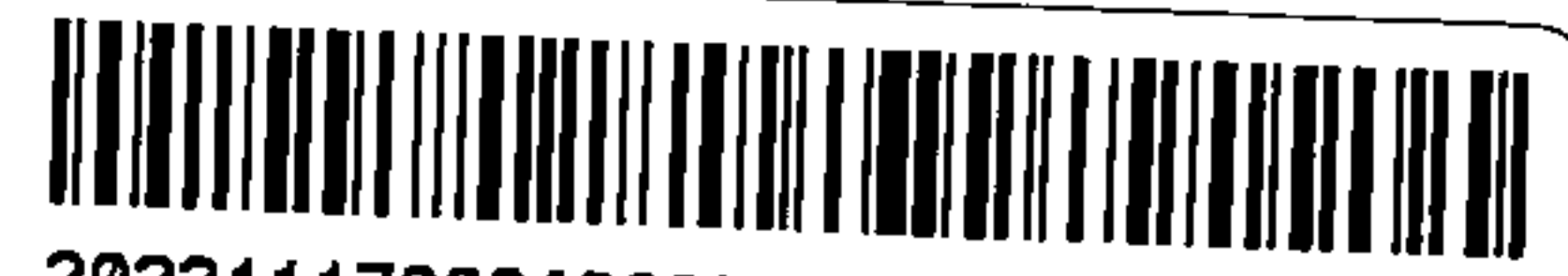
STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jim W. Bailey, as Primary Trustee for Trust Fund, whose name is signed to foregoing Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 15th day of November, 2022.

Kaylan Jones
Notary Public
My Commission Expires: June 14, 2026





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EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY

Current home - W. E. Adams Family Trust - 113 Rossburg Drive, Calera, Alabama

Legal Description: ROSSBURG SEC 1 LOT 83
Plat Book: 35 / Plat Page: 124
Parcel ID: 28-3-05-0-008-024.000
Purchased April 2017

2007 Previous Home – W. E. Adams Family Trust - 121 Roberts Ct, Dickson, Tennessee – (sold and proceeds used to purchase 113 Rossburg Drive for W. E. Adams)

1002 Robert Ct, Dickson, Tennessee 37055
Purchased November 2007
Sold April 2017
Total net proceeds from Montevallo property below were used to purchase 113 Rossburg
Dr, Calera, AL for William E. Adams

1998 First Initial Home - Not Part of the W. E. Adams Family Trust Purchased By Jim Bailey in 1998 for W. E. and Eloise Adams as occupants

2052 Highway 89, Montevallo, Alabama 35115
Parcel ID: 35-3-06-0-001-015.000
The first property purchased and paid for by Jim Bailey for the sole benefit of Eloise and
Gene Adams in June of 1998

Original cost \$ 215,000.00 + plus