

STATE OF ALABAMA)
SHELBY COUNTY)

ACCOMMODATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, Todd C. Ouellette, Sr. ("Borrower") is, contemporaneously with the execution hereof, becoming indebted to Listerhill Credit Union, ("Mortgagee") on a loan in the sum of Ten Million and 00/100ths (\$10,000,000.00) Dollars principal, as evidenced by a Promissory Note (the "Note") dated December 22, 2022, payable to Mortgagee, with interest thereon as provided in the Note; and

WHEREAS, in order to induce Mortgagee to make the above loan to Borrower, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LLHV Properties, LLC ("Mortgagor") agrees to make this accommodation mortgage to secure said principal amount with interest, and all renewals, extensions or modifications thereof.

NOW THEREFORE, in order to secure the prompt payment of said Note, when due, and also to secure the performance of all terms, conditions, and agreements of this Mortgage, Mortgagor, its successors and assigns, for and in consideration of the premises, and the sum of Ten and no/100 (\$10.00) dollars to the undersigned this day in hand paid by the said Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to Mortgagee, its successors and assigns, the real estate lying and being situated in the County of Shelby, State of Alabama, more particularly described on Exhibit A attached hereto and made a part hereof, together with all rights, privileges, interests, easements, improvements, tenements, hereditaments, and appurtenances thereunto belonging or pertaining, and all buildings and other improvements thereon and hereafter placed thereon (collectively, the "Premises").

TO HAVE AND TO HOLD the Premises unto Mortgagee, its successors and assigns, forever.

Mortgagors covenant with Mortgagee, its successors and assigns, that Mortgagors are lawfully seized in fee simple of the Premises and have a good right to sell and convey the Premises as aforesaid; that the Premises are free of all encumbrances unless otherwise set forth above; and that Mortgagors will forever defend the title to the Premises unto Mortgagee, its successors and assigns, against the lawful claims and demands of all persons.

As used in this Mortgage, the term "Debt" is defined to mean and include the aggregate of the indebtedness evidenced by the Note hereinabove described and any and all extensions and renewals thereof, and all interest and other charges on said indebtedness and on any such extensions and renewals.

BUT, THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS,
NEVERTHELESS, THAT IS TO SAY:

1. Mortgagor shall pay all taxes, assessments, and other liens which may have a priority equal to or greater than this Mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, Mortgagee, at its option, may pay the same, and, further, Mortgagee shall neither permit nor perform any act which would in any way impair the value of the security given by this Mortgage.

2. In the event of the passage of any state, federal, municipal, or other governmental law, order, rule, or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes, Mortgagor shall immediately pay any increased taxes if allowed by law, and if Mortgagor fails to pay such additional taxes, or if Mortgagor is prohibited from paying such taxes, or if Mortgagee in any way is adversely affected by such law, order, rule, or regulation, then in either of such events, the entire balance of the principal sum secured by this Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of Mortgagee.

3. Mortgagor shall keep the Premises continuously insured, in such manner and with such insurance companies as may be satisfactory to Mortgagee, in an amount not less than the full replacement cost thereof, against loss by fire, vandalism, malicious mischief, and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to Mortgagee as loss payee. The original insurance policy and all replacements therefore shall be delivered to and held by Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefore must provide that they may not be cancelled or materially modified without the insurer giving at least 15 days prior written notice of such cancellation or modification to Mortgagee.

4. If Mortgagor fails to pay any Liens as and when due or fails to keep the Premises insured as specified above, or fails to pay for the items hereinafter provided in Paragraph 7, or if there occurs any of the events of default specified in Paragraphs 4 and 11, then at the election of Mortgagee and without notice to any person, Mortgagee may declare the entire Debt due and payable and this Mortgage may be foreclosed as hereinafter provided; and, regardless of whether Mortgagee declares the entire Debt due and payable and this Mortgage subject to foreclosure, Mortgagee may, but shall not be obligated to, pay such Liens and items provided in Paragraph 12 and insure the Premises for its full replacement cost against such risks of loss, for its own benefit. The proceeds from such insurance (less cost of collecting same), if collected, shall be credited against the Debt, or, at the election of Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Premises. All amounts spent by Mortgagee for insurance, the payment of Liens, and the payment of items provided in Paragraph 12, shall become a debt due by Mortgagor to Mortgagee and at once payable, without demand upon or notice to Mortgagor, and shall be secured by the lien of this Mortgage, and shall bear interest from the date of payment by Mortgagee until paid at the post-default rate specified in the Note and Mortgagee may take any appropriate action at law or in equity for the collection of the items listed herein, and in the event Mortgagee employs an attorney to collect any item listed herein, Mortgagee shall recover from Mortgagor a reasonable attorney's fee therefore.

5. Mortgagor agrees to take good care of the Premises and not to commit or permit any waste thereon, and at all times to maintain such improvements in good repair and condition, reasonable wear and tear excepted. Upon the commission of any waste thereon, Mortgagee may, at Mortgagee's option, declare the entire indebtedness hereby secured to be at once due and payable. Mortgagor further agrees not to remove any of the fixtures on the Premises hereby conveyed so long as any of the indebtedness hereby secured shall remain unpaid.

6. Mortgagor agrees that no delay or failure of Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of Mortgagee's right to exercise such option, either as to any past or present default, and the procurement of insurance or the payment of taxes and other Liens by Mortgagee shall not be taken or construed as a waiver of its right to declare the debt due and payable,

and it is agreed that no terms or conditions contained in this Mortgage may be waived, altered or changed except by a written instrument signed on behalf of Mortgagor and signed on behalf of Mortgagee by one of their respective officers.

7. If Borrowers shall well and truly pay the Debt and each and every installment thereof when and as due, and Mortgagor shall fulfill all of Mortgagor's obligations under this Mortgage, as well as the following indebtednesses, then this conveyance shall become void:

- a. The indebtedness recited hereinabove and all other sums, with interest thereon, advanced to protect the security of this Mortgage;
- b. All pre-existing loans or advances, as they become due and payable;
- c. Contemporaneous loans or advances;
- d. All future loans or advances made before the full settlement, payment, or foreclosure of the entire indebtedness secured by this Mortgage;
- e. Any debts to Mortgagee for which Borrowers are jointly or severally liable with a third party, or is secondarily liable to Mortgagee as surety or endorser;
- f. Any advances or payments by Mortgagee to satisfy or pay in whole or in part any debt owed to a senior mortgagee upon the property described herein;
- g. All indebtedness of Mortgagor owed to a third party by whom it has been transferred, assigned, endorsed to, or otherwise acquired by Mortgagee or his assignees; and
- h. All indebtedness to or advances made by any assignee of Mortgagee, prior or subsequent to the date hereof, including all pre-existing debts and future loans.

8. In the event of any default under the Note or this Mortgage, including (without limitation) those defaults specified in Paragraphs 4 and 11 hereof, at the option of Mortgagee, the unpaid balance of the Debt shall at once become due and payable, and this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages; and Mortgagee shall be authorized to take possession of the Premises and, after giving notice of the time, place, and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the County in which the Premises are located, to sell the Premises in front of the Courthouse door of said County, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expenses of advertising, selling and conveying the Premises, including a reasonable attorneys' fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, taxes or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt (it being understood and agreed that Mortgagee may apply said proceeds to the payment of the principal of the Debt whether then fully matured or not, interest accrued on the Debt to the date of sale, and all other charges then due on or forming a part of the Debt, in such order as Mortgagee may elect); and fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Premises at the time of the sale, after deducting the cost of ascertaining who is such owner. Mortgagor agrees that Mortgagee may bid at any sale had under the terms of this Mortgage and may purchase the Premises if the highest bidder therefor. At the foreclosure the Premises may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner Mortgagee may elect.

9. Mortgagor hereby signs and pledges to Mortgagee all rents, profits, issues, and revenues of the Premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Mortgagor, so long as Borrower or Mortgagor are not in default under the Note or hereunder, the right to receive and retain such rents, profits, issues, and revenues as they mature and are due and payable; provided, however, that except by and with the consent in writing of Mortgagee, no such rents, profits, issues, or revenues shall, at any time, be payable or paid, to Mortgagor for a period of time in excess of 30 days in advance. Mortgagee shall not become bound by the terms of any lease then existing on the Premises by electing to collect the rents thereunder but at any time may terminate the lease. Any rents, profits, issues, and revenues collected by Mortgagee prior to foreclosure of this Mortgage, less the cost of collecting the same, including any real estate commission or attorney's fee incurred, shall be credited first, to the advances with interest thereon at the post-default rate specified in the Note; second, to the cost of necessary repairs; third, to the interest; and fourth, the remainder, if any, to the principal debt hereby secured.

10. If all or any part of the Premises or any interest therein is sold or transferred, upon voluntary or involuntary sale or otherwise, by Mortgagor without Mortgagee's prior written consent, Mortgagee may, at its option, declare the entire principal debt evidenced by the Note secured by this Mortgage, with the interest thereon, and any other charge against said property under the terms of this Mortgage, due and payable and upon such declaration this Mortgage shall be subject to immediate foreclosure.

11. A default shall also have occurred or be deemed to have occurred hereunder if (a) Borrowers shall fail to pay in full all or any part of the Debt and each installment thereof as and when due and payable; (b) Mortgagor or Borrower shall fail duly to observe and perform any other covenant, condition, or agreement of this Mortgage, the Note, or any other agreement or writing evidencing or securing the Debt or any part thereof (hereinafter this Mortgage and the Note and all other such agreements and writings are sometimes collectively called the "Loan Documents"); (c) any warranties or representations made or agreed to be made in any of the Loan Documents shall be breached by Mortgagor or Borrower or shall prove to be false or misleading; (d) the interest of Mortgagee in the Premises becomes endangered by reason of the enforcement of any other lien or encumbrance thereon; (e) any lien for labor or materials, taxes, judgment, or otherwise shall be filed against the Premises and not paid, bonded off, or otherwise discharged within 30 days; (f) the premises becomes vacant or deserted or if a levy shall be made under any process on, or receiver appointed for, the Premises or any other property of Mortgagor or Borrower; (g) Mortgagor or Borrower or any other obligor or guarantor of the Note shall commence any act of bankruptcy; (h) Mortgagor or Borrower or any other obligor or guarantor of the Note shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, or similar relief for Mortgagor, or Borrower or such other obligor or guarantor under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency, or other relief for debtors; (i) Mortgagor or Borrower or any other obligor or guarantor of the Note shall seek or consent to acquiesce in the appointment of any trustee, receiver, or liquidator of Mortgagor or Borrower or such other obligor or guarantor or of all or any part of the Premises or of any or all of the rents, revenues, issues, earnings, profits, or income thereof; (j) Mortgagor or Borrower or any other obligor or guarantor of the Note shall make any general assignment for the benefit of creditors; (k) if either Mortgagor or Borrower is a corporation, limited liability company, or a partnership, a controlling interest in such Mortgagor or Borrower is sold, conveyed, transferred, or encumbered, whether voluntarily, involuntarily, or by operation of law, without the prior written consent

of Mortgagee (which consent may be granted or withheld in Mortgagee's discretion); or (l) as otherwise provided herein.

12. Mortgagor agrees to pay all costs, including reasonable attorney's fees, incurred by Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or defending or attempting to defend the priority of this Mortgage against any Lien or encumbrance on the Premises, whether such claims or encumbrances be valid or not, and also all costs incurred in the foreclosure of this Mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by Mortgagee shall be part of the Debt and shall be secured by this Mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, Mortgagee, or the owner of the Debt and Mortgage, or auctioneer, is hereby authorized and empowered to execute to the purchaser, for and in the name of Mortgagor, a statutory warranty deed to the real estate.

13. Mortgagor further specifically waives all exemptions which Mortgagor has, or to which Mortgagor may be entitled, under the Constitution and the laws of the State of Alabama as well as the laws of any other state or of the United State in regard to the collection of the indebtedness hereby secured. Mortgagor further specifically waives the benefit of any statute regulating the obtaining of a deficiency judgment, or requiring that the value of the property conveyed hereby be set off against any part of the Debt secured hereby.

14. Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or the makers of this Mortgage, whether one or more natural persons, corporations, associations, partnerships, or other entities.

15. All covenants and agreements herein made by Mortgagor shall bind the heirs, personal representatives, successors, and assigns of the undersigned, and every option, right, and privilege herein reserved or secured to Mortgagee shall inure to the benefit of Mortgagee's successors and assigns.

IN WITNESS WHEREOF, Mortgagor has caused to be executed this Accommodation Mortgage on the 22nd day of December, 2022.

LLHY PROPERTIES, LLC

BY: 

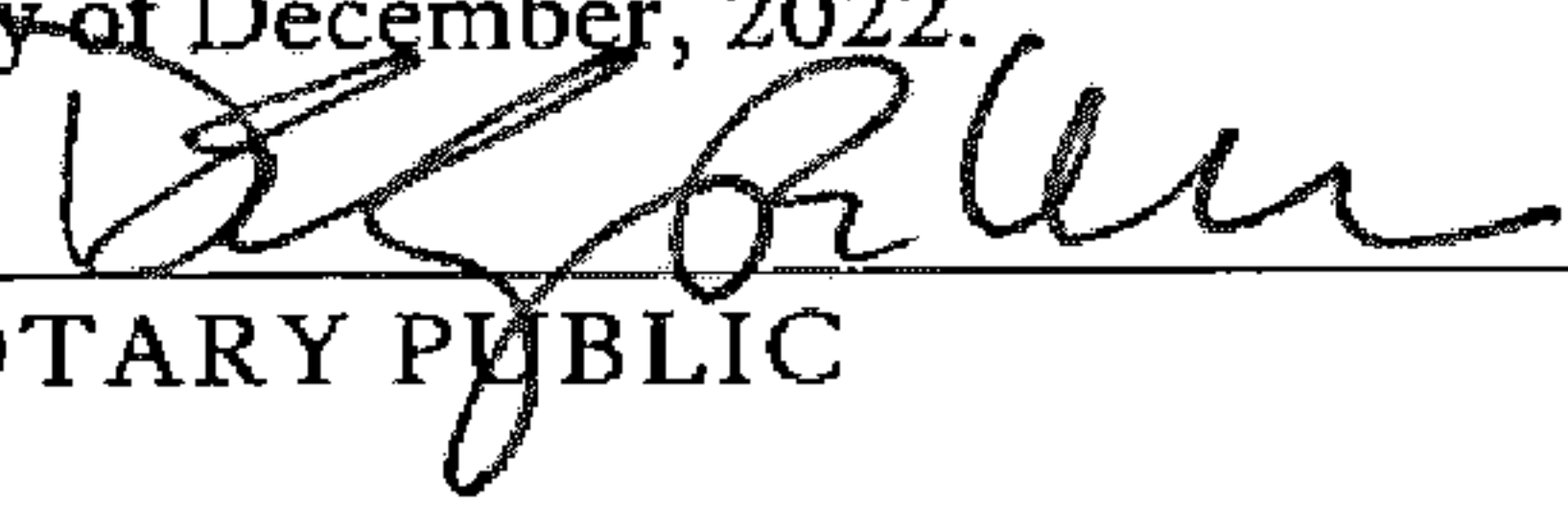
TODD C. OUELLETTE, SR., SOLE
MEMBER

STATE OF ALABAMA)

COLBERT COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Todd C. Ouellette, Sr., whose name as Sole Member of LLHV Properties, LLC, is signed to the foregoing and who is known to me, personally appeared before me and acknowledged that, being informed of the contents of the foregoing, he signed the same voluntarily and with full authority, for and as the act of LLHV Properties, LLC, on the day the same bears date.

Given under my hand and official seal this the 22nd day of December, 2022.


NOTARY PUBLIC

My Commission Expires: 10/3/26

SEAL

This Instrument Prepared By:

D. Edgar Black
Black & Hughston PC
406 W. Avalon Ave.
Muscle Shoals, AL 35661
(256) 383-5707

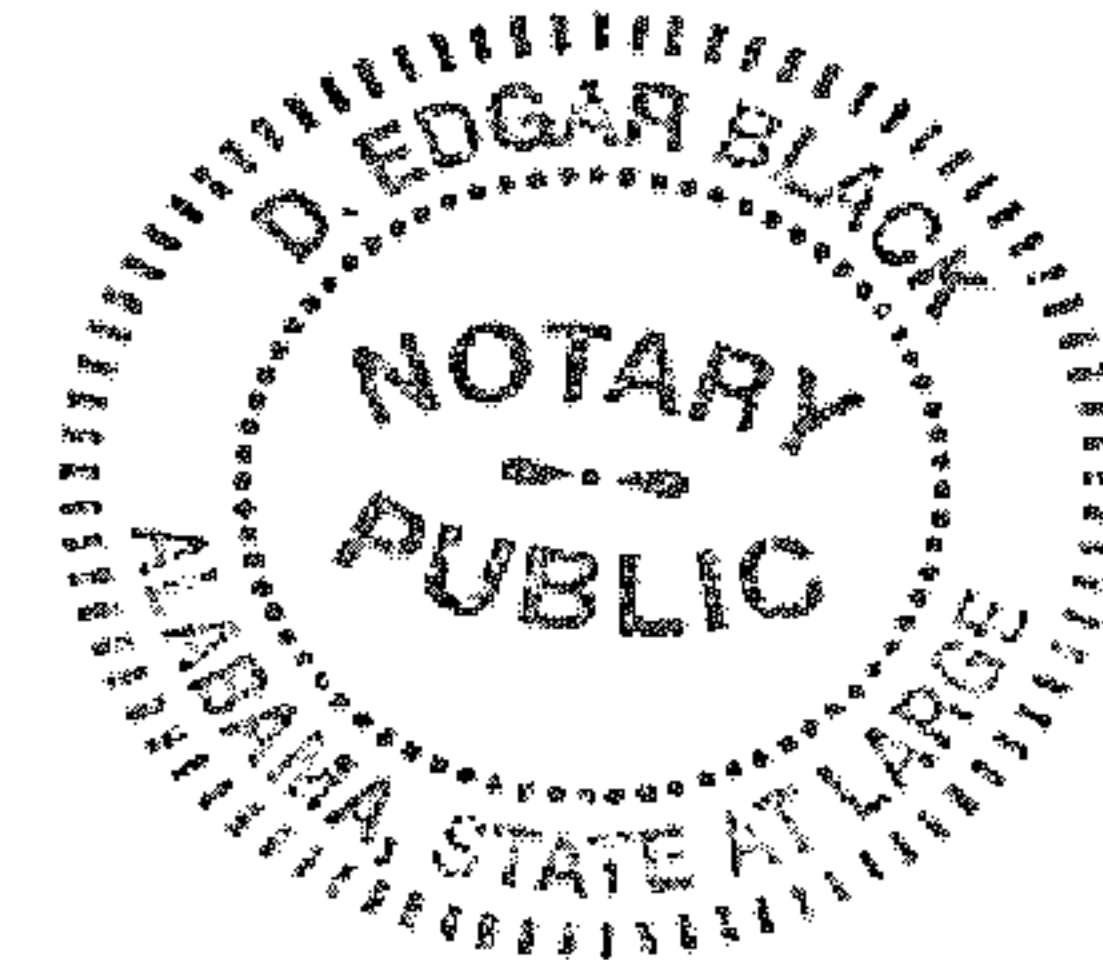


EXHIBIT A

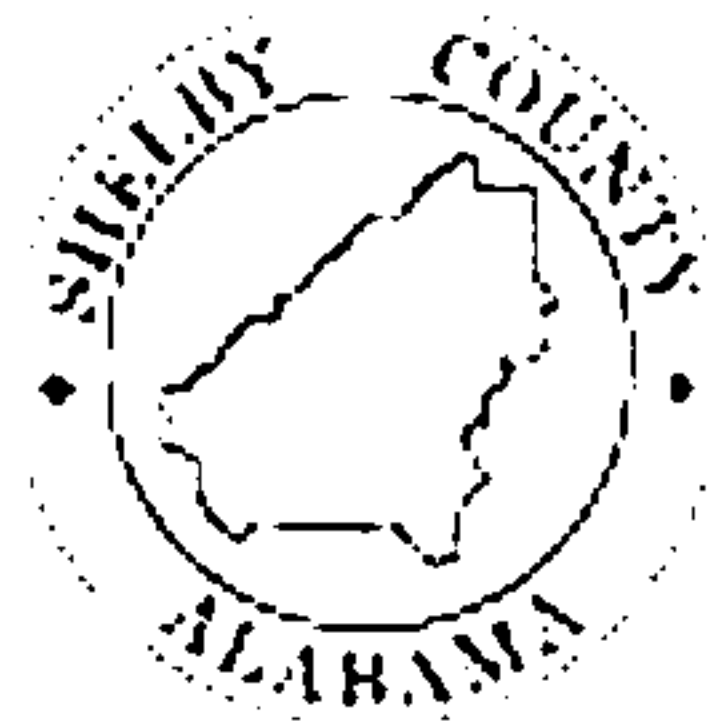
PROPERTY DESCRIPTION

TRACT 4: Shelby County (parcel 13-7-25-3-001-007.000)

A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 25, Township 20 South, Range 3 West, more particularly described as follows: Commence at the Southwest corner of the SW Quarter of the Southwest Quarter of Section 25, Township 20, Range 3 West and run East along the south line of said Quarter-Quarter Section 130.60 feet to the Westerly right of way line of U.S. Highway Number 31; thence an angle left of 75 degrees 29 minutes and run Northeasterly along said right of way line 974.0 feet to the point of beginning; thence continue along right of way line 400.0 feet, thence an angle left of 104 degrees 31 minutes and run Westerly 426.71 feet to a point on the Easterly right of way of L & N Railroad; thence an angle left of 83 degrees 07 minutes 30 seconds and run Southerly along said Railroad right of way line 295.67 feet; thence an angle left of 82 degrees 21 minutes 30 seconds and run Easterly 373.77 feet to the point of beginning.

TRACT 5: Shelby County (parcel 22-8-33-0-001-001.012)

Lot 6, According to the plat of Calera Marketplace, as recorded in Map Book 41, Page 48, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/27/2022 01:01:04 PM
\$41.00 CHARITY
20221227000459640

Allie S. Bezel