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MORT 1/12

**THIS INSTRUMENT PREPARED BY:**

Loan Processing Department  
Alabama Farm Credit, ACA  
300 2nd Avenue SW  
Cullman, AL 35055

**AFTER RECORDING RETURN TO:**

Cullman Office  
Alabama Farm Credit, ACA  
300 2nd Avenue SW  
Cullman, AL 35055

(Space Above This Line For Recording Data)

**COMMERCIAL REAL ESTATE MORTGAGE**

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is effective on December 29, 2022, but executed on or before the dates as contained in the acknowledgments herein between the mortgagor(s) CBKG Holdings, LLC, an Alabama Limited Liability Company, whose address is 185 Wisteria Dr, Chelsea, Alabama 35043 ("Mortgagor"), and Alabama Farm Credit, ACA, as agent/nominee whose address is 300 2nd Avenue SW, Cullman, Alabama 35055 ("Lender"), which is organized and existing under the laws of the United States of America. Mortgagor in consideration of loans extended by Lender and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, with power of sale, the following described property located in the County of Shelby, State of Alabama:

Legal Description: See Attached "Exhibit A"

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the amounts as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from CBKG Holdings, LLC, Cody John Bass, and Steven Kurt Gardner ("Borrower") to Alabama Farm Credit, ACA, as agent/nominee, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as

**DL4007 - 20250108405-6196240-AA698812**

well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). Without limiting the foregoing, Indebtedness expressly includes the following:

**Promissory Note.** The principal amount of \$213,500.00 evidenced by the promissory note dated December 29, 2022 on loan number 6196240 made by Borrower payable to the order of Lender, and all interest, charges, and other amounts which may be or may become owed as provided under the terms of said promissory note, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof. The foregoing will be referred to hereafter as "the Promissory Note."

**Protective Advances.** All amounts advanced by or on behalf of Lender, its successors or assigns, to preserve or protect the Property or fulfill any of the obligations of Mortgagor, under this Security Instrument or any of the Related Documents, including without limitation, any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument or any of the Related Documents to pay on behalf of Mortgagor or Borrower.

**Future Advances.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**Consumer Purpose Loan Exclusion.** Notwithstanding anything to the contrary, Indebtedness specifically excludes any obligation pursuant to a credit transaction which was offered or extended primarily for personal, family, or household purposes.

**Maximum Amount Secured.** Notwithstanding any other provision of this Security Instrument, the maximum amount of Indebtedness that may be secured at any one time is \$427,000.00.

**Prior Indebtedness to Affiliates.** All indebtedness of any and every kind now owing from Mortgagor, or from either or any Mortgagor if more than one, to Alabama Farm Credit, PCA and/or Alabama Farm Credit, FLCA, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

**Supplemental Loans.** If all or a portion of the Property now or in the future secures other indebtedness to Lender evidenced by other promissory notes and security instruments (the "Supplemental Loans"), then as consideration for the loan made contemporaneously herewith, collateral owner(s) agrees that (1) this Security Instrument also secures the Supplemental Loans; (2) Lender may apply any permitted prepayment of any notes secured hereby (the "Secured Notes") to any portion of the Indebtedness in Lender's sole discretion; (3) a default under any of the Secured Notes shall be an event of default on all of the Secured Notes, and (4) each security instrument securing the Secured Notes may be enforced simultaneously or alternatively and enforcement of any shall not constitute a waiver of any other. This paragraph shall not be construed to create a lien prohibited by applicable law or for which Lender fails to give any required notice of the right of rescission.

**Indebtedness to ACA as Agent/Nominee.** All indebtedness of any and every kind now or hereafter owing from Mortgagor, or from either or any Mortgagor if more than one, to Alabama Farm Credit, ACA, for itself and/or as agent/nominee for any party pursuant to a Management Agreement among it and its wholly-owned subsidiaries, Alabama Farm Credit, PCA and Alabama Farm Credit, FLCA, as their interest may appear, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

**WARRANTIES.** Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 30 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

**Payment of Taxes and Other Applicable Charges.** Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of



or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

**Financial Information.** Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

**ASSIGNMENT OF LEASES AND RENTS.** Mortgagor hereby absolutely, presently, unconditionally, and irrevocably grants, transfers, assigns, and sets over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof (collectively the "Leases"), and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). Mortgagor intends that this assignment of the Leases and Rents (the "Assignment") constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this provision, Lender grants to Mortgagor a revocable license to operate and manage the Property and to collect the Rents, but not more than one month in advance of the due date for any such Rents. Upon an Event of Default (as defined in this Security Instrument), the license granted to Mortgagor herein shall automatically be revoked and Lender shall immediately be entitled to receive and apply all Rents, whether or not Lender enters upon and takes control of the Property. Mortgagor hereby grants and assigns to Lender the right, at its option, upon the revocation of the license granted herein to enter upon the Property in person, by agent or by court-appointed receiver to collect the Rents. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, any and all Leases must first be approved by Lender.

Further, Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Mortgagor shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. This Assignment shall not operate to place any obligation or liability for the control, care, management, or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property, including without limitation the presence of any hazardous substances, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee, or stranger.

**CONDEMNATION.** Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or

otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**MORTGAGOR'S ASSURANCES.** At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to

foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Security Instrument. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

To the extent allowed by law, all of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**JOINT AND SEVERAL LIABILITY.** The liability of all parties obligated in any manner under this Security Instrument shall be joint and several, to the extent of their respective obligations.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Mortgagor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

**WAIVER OF HOMESTEAD EXEMPTION RIGHTS.** Mortgagor and all other signatories to this Security Instrument, to the extent each possesses homestead exemption rights in the Property, hereby waive all homestead exemption rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.



**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW.** This Agreement is governed by the laws of the State of Alabama except to the extent that federal law controls.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**WAIVER OF JURY TRIAL.** All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the Related Documents.

**UNIFORM COMMERCIAL CODE (U.C.C.)** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. Mortgagor agrees that this Security Instrument shall suffice as a financing statement and may therefore be filed of record as a financing statement for the purposes of Article 9 of the Uniform Commercial Code. Mortgagor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

**UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.** This Security Instrument is intended to be both a real property mortgage and a security agreement within the meaning of the Uniform Commercial Code as adopted in the state where the Property is located and includes both real and personal property and all other rights and interests for any of the items specified above, whether tangible or intangible in nature, of Mortgagor in the Property. Mortgagor, by executing and delivering this Security Instrument hereby grants Lender a security interest in the Property as security for the Indebtedness, to the full extent that the Property may be subject to the Uniform Commercial Code. Mortgagor agrees that Lender may file this Security Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Security Instrument shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Lender upon Lender's request any financing statements that Lender may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may require. Without the prior written consent of Lender, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in such items, including replacements and additions thereto. Upon any Event of Default under this Security Instrument, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Security Instrument. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Security Instrument to the extent permitted by law.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**CROSS COLLATERALIZATION.** It is the intent of Mortgagor and Lender to cross-collateralize all Indebtedness incurred primarily for a business, commercial, or agricultural purpose, including Indebtedness now existing or hereafter owing. This paragraph will apply to Indebtedness owed by Mortgagor alone, or from either or any Mortgagor if more than one, as well as indebtedness owed by any Mortgagor together with others, including

others who are not parties to this Security Instrument. Any collateral for such indebtedness will remain collateral until all amounts owed under the indebtedness have been paid in full and a release of the collateral has been provided by Lender. This paragraph will not be construed to create a lien prohibited by applicable law or a lien for which Lender fails to give any required notice of the right of rescission.

**ADDITIONAL PROVISIONS.** Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

Notwithstanding any other provision herein, this Security Instrument is subject to the Farm Credit Act of 1971, as amended, and all applicable regulations pursuant thereto.

This instrument may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same instrument.

If Grantor owns any stock, participation certificates and/or other equity interests in Lender (the "Equity Interests"), then such Equity Interests and all proceeds thereof, including patronage distributions and allocated equities, shall be included in the definition "Property" as used in this Security Instrument.

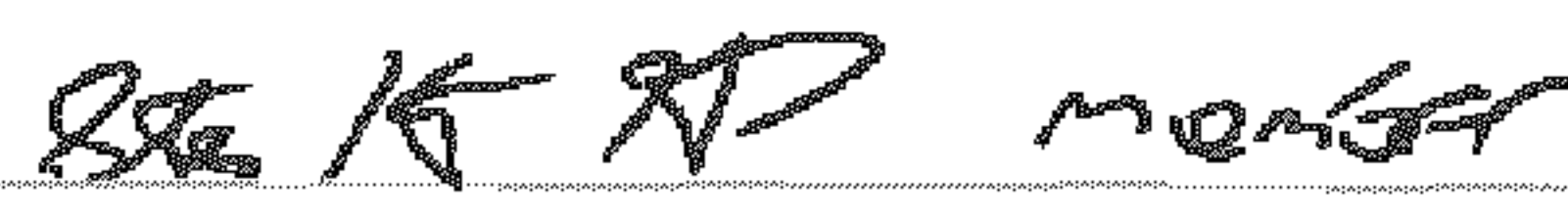
**AGENT/NOMINEE.** THIS SECURITY INSTRUMENT IS EXECUTED BY THE UNDERSIGNED IN FAVOR OF, AND THE TERM "LENDER" AS USED HEREIN SHALL INCLUDE, Alabama Farm Credit, ACA FOR ITSELF AND/OR AS AGENT/NOMINEE FOR ANY PARTY PURSUANT TO A MASTER AGREEMENT AMONG IT AND ITS WHOLLY-OWNED SUBSIDIARIES Alabama Farm Credit, FLCA AND Alabama Farm Credit, PCA, AS THEIR INTERESTS MAY APPEAR.

**BY SIGNING BELOW,** each Mortgagor accepts and agrees to the terms contained in this Commercial Real Estate Mortgage and in any rider, attachment, schedule, or list executed by Mortgagor and recorded with it.

**By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.**

CBKG Holdings, LLC

  
By: Cody John Bass  
Its: Member/Manager

  
By: Steven Kurt Gardner  
Its: Member/Manager



**BUSINESS ACKNOWLEDGMENT**

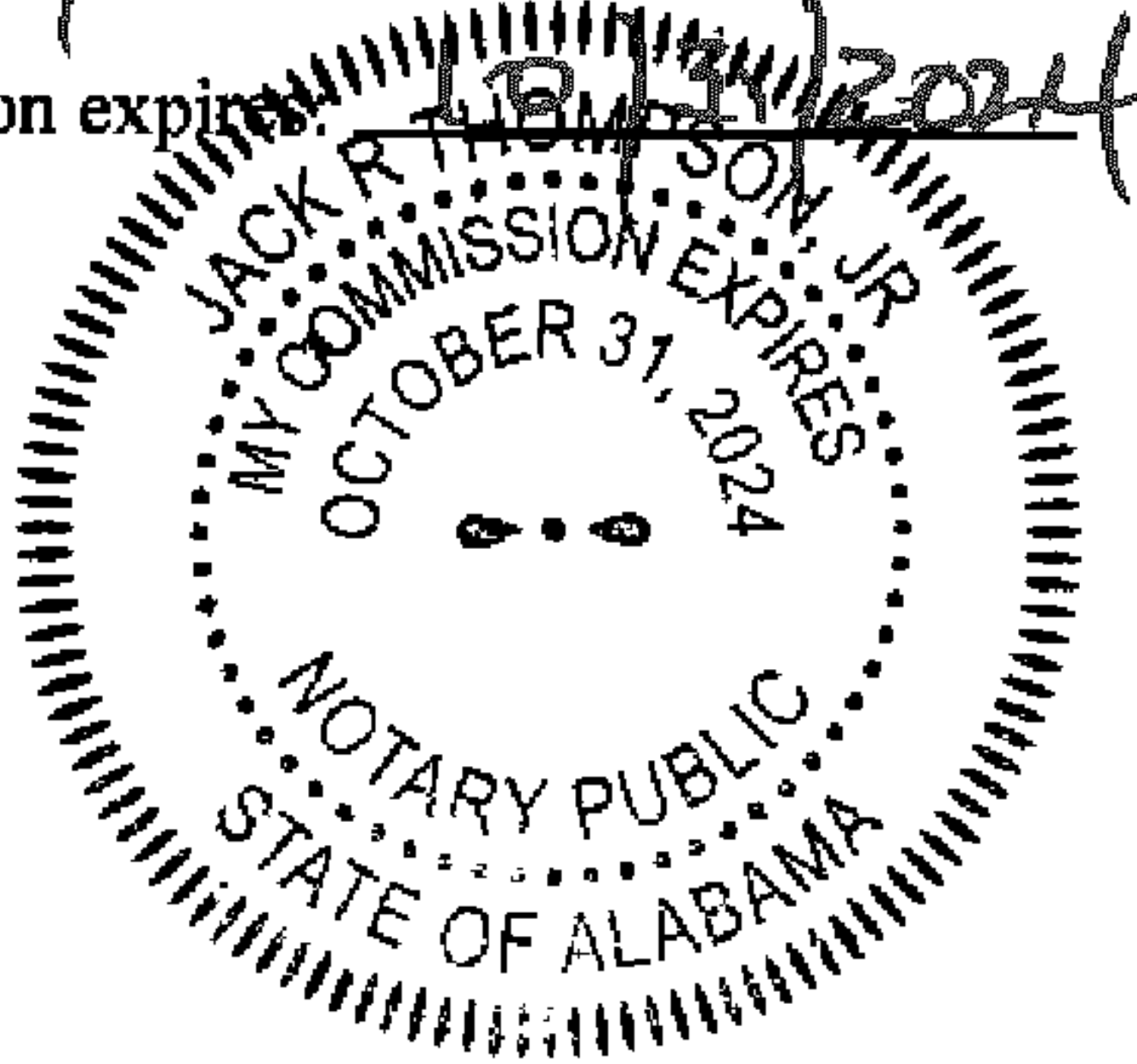
STATE OF ALABAMA )

COUNTY OF Tefferson )

I, Jack R. Thompson Jr. in and for said County and in said State, hereby certify that Cody John Bass, Member/Manager on behalf of CBKG Holdings, LLC, an Alabama Limited Liability Company, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her official capacity and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company. Given under my hand this the 12/29/22

My commission expires 10/31/2024

(Official Seal)



[Signature]

**BUSINESS ACKNOWLEDGMENT**

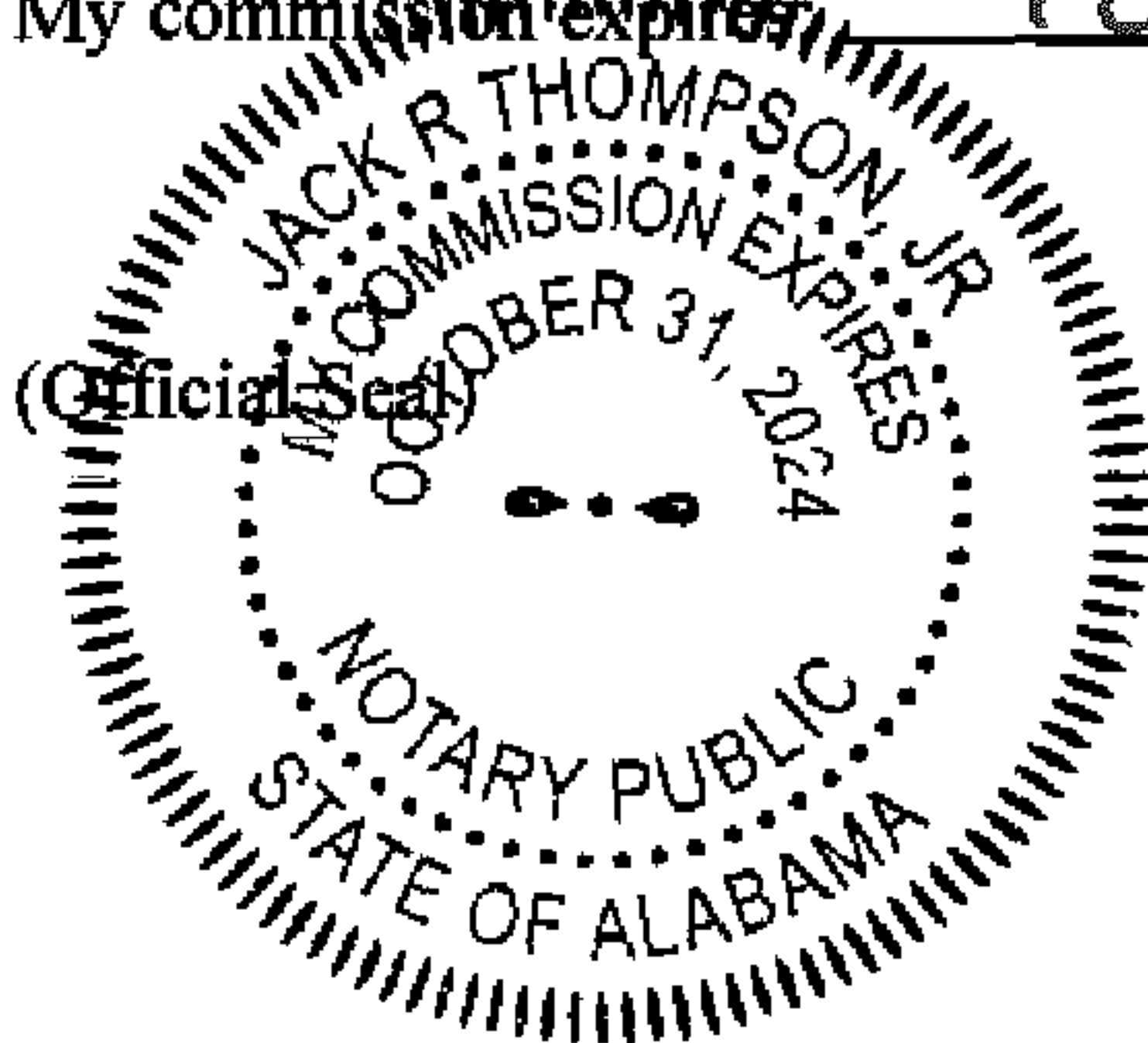
STATE OF ALABAMA )

COUNTY OF Tefferson )

I, Jack R. Thompson Jr. in and for said County and in said State, hereby certify that Steven Kurt Gardner, Member/Manager on behalf of CBKG Holdings, LLC, an Alabama Limited Liability Company, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her official capacity and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company. Given under my hand this the 12/29/22

My commission expires 10/31/2024

(Official Seal)



[Signature]

Stewart Title Guaranty Company

Commitment No.: ATB3455

**EXHIBIT A**

Commence at a 2" angle iron in place being the Southwest corner of Southeast one-fourth of the Northwest one-fourth of Section 18, Township 19 South, Range 3 East, Shelby County, Alabama; thence proceed South 02° 10' 01" East along the East boundary of the Northwest one-fourth of the Southwest one-fourth for a distance of 252.57 feet (set ½" rebar CA-0114-LS), said point being the point of beginning. From this beginning point proceed South 02° 10' 01" East along the East boundary of said Northwest one-fourth of the Southwest one-fourth of said Section for a distance of 390.48 feet to a ½" pipe in place; thence proceed South 02° 06' 49" East along the East boundary of said Northwest one-fourth of the Southwest one-fourth of said for a distance of 642.94 feet to a 1" crimp top pipe in place, said point being the Southeast corner of said quarter-quarter section; thence proceed South 88° 38' 50" West along the South boundary of said quarter-quarter section for a distance of 1312.67 feet to a ½" rebar in place, being the Southwest corner of said Northwest one-fourth of the Southwest one-fourth; thence proceed North 00° 45' 20" West along the West boundary of said quarter-quarter section for a distance of 230.11 feet to a 1" pipe in place; thence proceed North 00° 10' 06" West along the West boundary of said quarter-quarter section for a distance of 261.63 feet to a ½" rebar in place; thence proceed North 01° 47' 43" West along the West boundary of said quarter-quarter section for a distance of 162.01 feet to a 1" pipe in place; thence proceed North 00° 30' 55" West along the West boundary of said quarter-quarter section for a distance of 155.07 feet to a 1" pipe in place; thence proceed North 00° 41' 19" West along the West boundary of said quarter-quarter section for a distance of 156.43 feet to a 1" pipe in place; thence proceed North 00° 42' 06" West along the West boundary of said quarter-quarter section and along the West boundary of the Southwest one-fourth of the Northwest one-fourth for a distance of 1305.27 feet (set ½" rebar CA-0114-LS); thence proceed North 78° 04' 09" East for a distance of 317.96 feet (set ½" rebar CA-0114-LS); thence proceed North 10° 34' 30" West for a distance of 505.30 feet (set ½" rebar CA-0114-LS), said point being a point in the centerline of a 30 foot proposed easement No. 1; thence proceed South 60° 39' 00" West along the centerline of said 30 foot proposed easement for a distance of 42.47 feet; thence proceed South 79° 33' 00" West along the centerline of said 30 foot proposed easement for a distance of 37.86 feet; thence proceed South 69° 19' 15" West along the centerline of said 30 foot proposed easement for a distance of 105.50 feet; thence proceed South 77° 53' 03" West along the centerline of said 30 foot proposed easement for a distance of 52.54 feet (set ½" rebar CA-0114-LS) to a point on the West boundary of the Northwest one-fourth of the Northwest one-fourth; thence proceed North 00° 42' 06" West along the West boundary of said quarter-quarter section for a distance of 745.37 feet (set ½" rebar CA-0114-LS); thence proceed South 23° 40' 43" East for a distance of 464.14 feet to a ½" capped rebar in place (Farmer); thence proceed South 37° 16' 06" East for a distance of 257.19 feet to a ½" capped rebar in place (Farmer); thence proceed South 14° 27' 33" East for a distance of 2135.35 feet (set ½" rebar CA-0114-LS); thence proceed North 59° 36' 41" East for a distance of 512.08 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Southwest one-fourth, the Southwest one-fourth of the Northwest one-fourth and the Northwest one-fourth of the Northwest one-fourth of Section 18, Township 19 South, Range 3 East, Shelby County, Alabama. As set out in the Survey dated December 14, 2022, by Christopher M. Ray, Alabama Reg. No. 26017

Easement for Ingress, Egress and Utilities along an existing roadway:

**30 FOOT PROPOSED EASEMENT NO. 1:** A 30 foot proposed easement being 15 feet in equal width on each side of the following described line: Commence at a 2" pipe in place being the Northwest corner of Section 18, Township 19 South, Range 3 East, Shelby County, Alabama; thence proceed South 00° 42' 06" East along the West boundary of said Section 18 for a distance of 1116.60 feet (set ½" rebar CA-0114-LS) said point being located in the centerline of a 30 foot proposed Easement No. 1, said point also being the point of beginning of said 30 foot proposed Easement No. 1. From this beginning point proceed South 83° 32' 13" West along the centerline of said 30 foot proposed easement for a distance of 229.07 feet; thence proceed South 79° 36' 35" West along the centerline of said 30 foot proposed easement for a distance of 220.41 feet; thence proceed South 86° 52' 03" West along the centerline of said 30 foot proposed easement for a distance of 40.62 feet; thence proceed North 73° 02' 41" West along the centerline of said 30 foot proposed easement for a distance of 34.60 feet; thence proceed North 50° 29' 32" West along the centerline of said 30 foot proposed easement for a distance of 29.82 feet; thence proceed North 25° 26' 53" West along the centerline of said 30 foot proposed easement for a distance of 32.41 feet; thence proceed North 10° 20' 12" West along the centerline of said 30 foot proposed easement for a distance of 146.11 feet; thence proceed North 16° 30' 16" West along the centerline of said 30 foot proposed easement for a distance of 34.10 feet; thence proceed North 30° 21' 55" West along the centerline of said 30 foot proposed easement for a distance of 41.76 feet; thence proceed North 35° 48' 53" West along the centerline of said 30 foot proposed easement for a distance of 83.86 feet; thence proceed North 44° 39' 17" West along the centerline of said 30 foot proposed

**EXHIBIT A**  
(Continued)

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easement for a distance of 58.48 feet; thence proceed North 60°01'06" West along the centerline of said 30 foot proposed easement for a distance of 44.86 feet; thence proceed North 72°07'45" West along the centerline of said 30 foot proposed easement for a distance of 56.01 feet; thence proceed North 86°32'58" West along the centerline of said 30 foot proposed easement for a distance of 77.62 feet; thence proceed South 88°32'03" West along the centerline of said 30 foot proposed easement for a distance of 279.71 feet to its point of intersection with Bates Road and the termination of said 30 foot proposed Easement No. 1.

As set out in the Survey dated December 14, 2022, by Christopher M. Ray, Alabama Reg. No.26017

**30 FOOT PROPOSED EASEMENT NO. 2:** A 30 foot proposed easement being 15 feet in equal width on each side of the following described line: Commence at a 2" pipe in place being the Northwest corner of Section 18, Township 19 South, Range 3 East, Shelby County, Alabama; thence proceed South 00°42'06" East along the West boundary of said Section 18 for a distance of 1116.60 feet (set ½" rebar CA-0114-LS) said point being located in the centerline of a 30 foot proposed Easement No. 2, said point also being the point of beginning of said 30 foot proposed Easement No. 2. From this beginning point thence proceed North 77°53'03" East along the centerline of said 30 foot proposed easement for a distance of 52.54 feet; thence proceed North 69°19'15" East along the centerline of said 30 foot proposed easement for a distance of 105.50 feet; thence proceed North 79°33'00" East along the centerline of said 30 foot proposed easement for a distance of 37.86 feet; thence proceed North 60°39'00" East along the centerline of said 30 foot proposed easement for a distance of 42.47 feet (set ½" rebar CA-0114-LS) to the termination of said Easement No. 2.

As set out in the Survey dated December 14, 2022, by Christopher M. Ray, Alabama Reg. No.26017

**30 FOOT PROPOSED EASEMENT NO. 3:** A 30 foot proposed easement being 15 feet in equal width on each side of the following described line: Commence at a 2" pipe in place being the Northwest corner of Section 18, Township 19 South, Range 3 East, Shelby County, Alabama; thence proceed South 00° 42'06" East along the West boundary of said Section 18 for a distance of 2880.26 feet (set ½" rebar CA-0114-LS) said point being located in the centerline of a 30 foot proposed Easement No. 3, said point also being the point of beginning of said 30 foot proposed Easement No. 3. From this beginning point proceed South 88°48'38" West along the centerline of said 30 foot proposed easement for a distance of 288.98 feet; thence proceed North 85°31'20" West along the centerline of said 30 foot proposed easement for a distance of 463.80 feet; thence proceed North 55°30'15" West along the centerline of said 30 foot proposed easement for a distance of 157.19 feet; thence proceed North 73°58'42" West along the centerline of said 30 foot proposed easement for a distance of 124.11 feet; thence proceed North 62°58'41" West along the centerline of said 30 foot proposed easement for a distance of 343.01 feet to its point of intersection with Bates Road and the termination of said easement No. 3.

As set out in the Survey dated December 14, 2022, by Christopher M. Ray, Alabama Reg. No.26017

**30 FOOT PROPOSED EASEMENT NO. 7:** A 30 foot proposed easement being 15 feet in equal width on each side of the following described line: Commence at a 2" pipe in place being the Northwest corner of Section 18, Township 19 South, Range 3 East, Shelby County, Alabama; thence proceed South 00°42'06" East along the West boundary of said Section 18 for a distance of 1116.60 feet (set ½" rebar CA-0114-LS); thence proceed North 77°53'03" East along the centerline of said 30 foot proposed easement for a distance of 52.54 feet; thence proceed North 69°19'15" East along the centerline of said 30 foot proposed easement for a distance of 105.50 feet; thence proceed North 79°33'00" East along the centerline of said 30 foot proposed easement for a distance of 37.86 feet; thence proceed North 60°39'00" East along the centerline of said 30 foot proposed easement for a distance of 42.47 feet (set ½" rebar CA-0114-LS), said point being located in the centerline of a 30 foot proposed



**EXHIBIT A**  
(Continued)

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Easement No. 7, said point also being the point of beginning of said 30 foot proposed Easement No. 7. From this beginning point proceed North 81°24'21" East along the centerline of said 30 foot proposed Easement No. 7 for a distance of 115.75 feet and the termination of said 30 foot proposed Easement No. 7.

As set out in the Survey dated December 14, 2022, by Christopher M. Ray, Alabama Reg. No. 26017



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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*Allen S. Bayl*