

This instrument was prepared by:
Alabama Farm Credit, ACA
300 2nd Avenue SW
Cullman, AL 35055

20230118000014550
01/18/2023 10:45:01 AM
AGREEMENT 1/5

STATE OF ALABAMA)

COUNTY OF SHELBY)

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

This Cross Collateralization and Cross-Default Agreement (the "Agreement"), dated effective for all purposes as of December 29, 2022, is made and entered into by and between **CODY JOHN BASS** ("Cody"), **STEVEN KURT GARDNER** ("Steven"), **CBKG HOLDINGS, LLC** ("CBKG"), an Alabama limited liability company, (Cody, Steven and CBKG, jointly and severally, the "Parties") and **ALABAMA FARM CREDIT, ACA**, for itself and as agent/nominee for others, being a federally chartered instrumentality that is part of the Farm Credit System, and affiliated institutions include, but are not limited to, Alabama Farm Credit, FLCA and/or Alabama Farm Credit, PCA, or their respective successors or assigns (the "Lender").

RECITALS:

A. Of even date herewith, Steven entered into that certain Promissory Note in favor of the Lender in the original principal amount of Ninety-Four Thousand and No/100 Dollars (\$94,000.00) ("Note 1"), which has been assigned Loan No. 6196190 and is secured by, among other things,

- (i) that certain Commercial Real Estate Mortgage from Steven in favor of the Lender dated of even date therewith, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20230103000001580 on 01/03/2023 ("Mortgage 1").

B. Of even date herewith, the Parties entered into that certain Promissory Note in favor of the Lender in the original principal amount of Two Hundred Thirteen Thousand Five Hundred and No/100 Dollars (\$213,500.00) ("Note 2"), which has been assigned Loan No. 6196240 and is secured by, among other things,

- (i) that certain Commercial Real Estate Mortgage from CBKG in favor of the Lender dated of even date therewith, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20230103000001560 on 01/03/2023 ("Mortgage 2").

C. Of even date herewith, Cody entered into that certain Promissory Note in favor of the Lender in the original principal amount of Ninety-Four Thousand and No/100 Dollars (\$94,000.00) ("Note 3"), which has been assigned Loan No. 6183840 and is secured by, among other things,

- (i) that certain Commercial Real Estate Mortgage from Cody in favor of the Lender dated of even date therewith, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20230103000001600 on 01/03/2023 ("Mortgage 3").

D. Note 1, Note 2 and Note 3, as the same have been or may be amended, restated, modified or renewed from time to time, are hereinafter sometimes referred to collectively herein as the "Notes". Mortgage 1, Mortgage 2 and Mortgage 3, as the same may be amended, restated, modified or renewed from time to time, whether one or more, are hereinafter sometimes referred to as the "Mortgages". The Mortgages and any and all other liens, titles, mortgages, deed of trusts, security interests, financing statements or other encumbrances now or hereafter executed and/or delivered by any or all of the Parties in connection with the loans evidenced by the Notes, as the same have been or may be amended, restated, modified, continued or renewed from time to time, are hereinafter sometimes referred to collectively as the "Collateral Documents". The Notes, the Collateral Documents and any and all other documents, instruments, security agreements, assignments, certificates and agreements now or hereafter executed and/or delivered by any or all of the Parties in connection with the loans evidenced by the Notes, as the same may be amended, restated, modified or renewed from time to time, are hereinafter sometimes referred to collectively herein as the "Loan Documents".

E. The undersigned have agreed that the Loan Documents should be cross-collateralized, such that the real and personal property and other collateral described in each of the Collateral Documents shall serve as collateral for each of the Parties' respective obligations under the Loan Documents and that the Parties' failure to perform their respective obligations under any one (1) or more of the Loan Documents shall constitute a default with respect to all of the Loan Documents.

AGREEMENT:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. The Recitals set forth above are true and correct, are made a part hereof and incorporated herein by reference.

2. Parties and Lender hereby acknowledge and agree that, notwithstanding any provision of the Loan Documents to the contrary, all of the real and personal property and other collateral described in any or all of the Collateral Documents shall secure any and all obligations of any or all of the Parties to the Lender as evidenced by the Loan Documents and that any proceeds of any such collateral may be applied to any such obligations as the Lender may determine in their sole and absolute discretion.

3. Parties and Lender hereby further acknowledge and agree that, notwithstanding any provision of the Loan Documents to the contrary, any default in payment or other breach by any or all of the Parties under any or all of the Loan Documents shall constitute a default under each of the Loan Documents and shall entitle the Lender to pursue any and all remedies set forth therein.

4. This Agreement does not constitute an accord and satisfaction, the creation of a new debt or the extinguishment of the debt evidenced by any of the Notes, nor will it in any way affect or impair the lien and security interest created and evidenced by any of the Collateral Documents. The undersigned hereby agree that the liens and security interests created by virtue of the Collateral Documents shall continue to be in full force and effect, unaffected and unimpaired by this Agreement and that such liens and security interests shall so continue in their respective priorities until the debt secured by each of the Notes is fully discharged. Nothing contained herein shall be construed to be a novation of any of the Loan Documents or to alter or affect the priority of the title, lien, security interest or encumbrance created by the Collateral Documents, it being the expressly declared intention of the Parties that no novation of the Loan Documents be created hereby.

5. Nothing herein contained shall be construed to satisfy or impair any of the obligations, liabilities or indebtedness of any or all of the Parties arising under or by virtue of any of the Loan Documents; to the contrary, the Parties hereby covenant and agree that the Loan Documents as modified and amended hereby shall be and remain in full force and effect. As an inducement for the Lender to enter into this Agreement, the Parties hereby further covenant, warrant and represent unto the Lender that the Loan Documents as modified and amended hereby are and shall be and remain the legal, valid and binding obligation of the Parties enforceable in accordance with their respective terms, and Parties further covenant, warrant and represent unto the Lender that the Collateral Documents are and shall be and remain legal, valid, binding and enforceable liens in their respective priorities upon the real estate more particularly described therein, free and clear of any and all liens and encumbrances whatsoever except for ad valorem taxes for the current year which are not yet due and payable and any other encumbrances which were disclosed to and approved by the Lender, respectively, at the time of the consummation of the loans evidenced by the Notes and secured by the Collateral Documents or otherwise permitted by the Loan Documents or consented to by the Lender, as applicable. Parties further covenant, warrant and represent unto the Lender that so far as they know, they have not committed or suffered to exist any default under the terms and provisions of the Loan Documents.

6. Except as expressly set forth herein, all other terms of the loans evidenced by the Notes and secured by the Collateral Documents shall remain in full force and effect and unmodified and the Loan Documents, as amended hereby, are hereby ratified, confirmed and approved in all respects and shall continue to be secured by, among other things, the Collateral Documents.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all Parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereof and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

[EXECUTION ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the day and year first above written.

PARTIES:

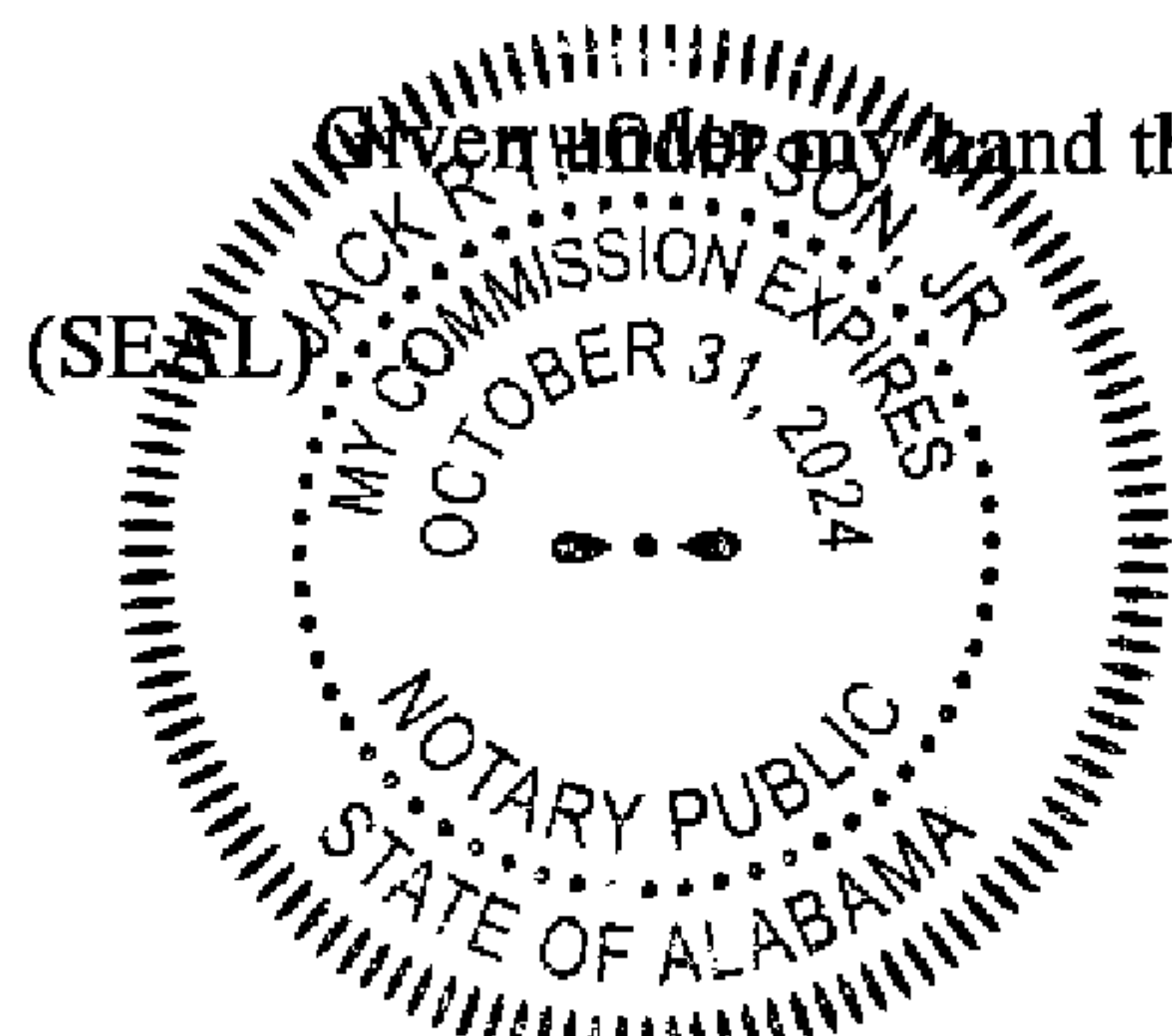
CBKG HOLDINGS, LLC

By: 
Cody John Bass
Its Member/Manager

By: 
Steven Kurt Gardner
Its Member/Manager


STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Cody John Bass and Steven Kurt Gardner, whose name as Member/Manager of **CBKG HOLDINGS, LLC**, an Alabama limited liability company, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.



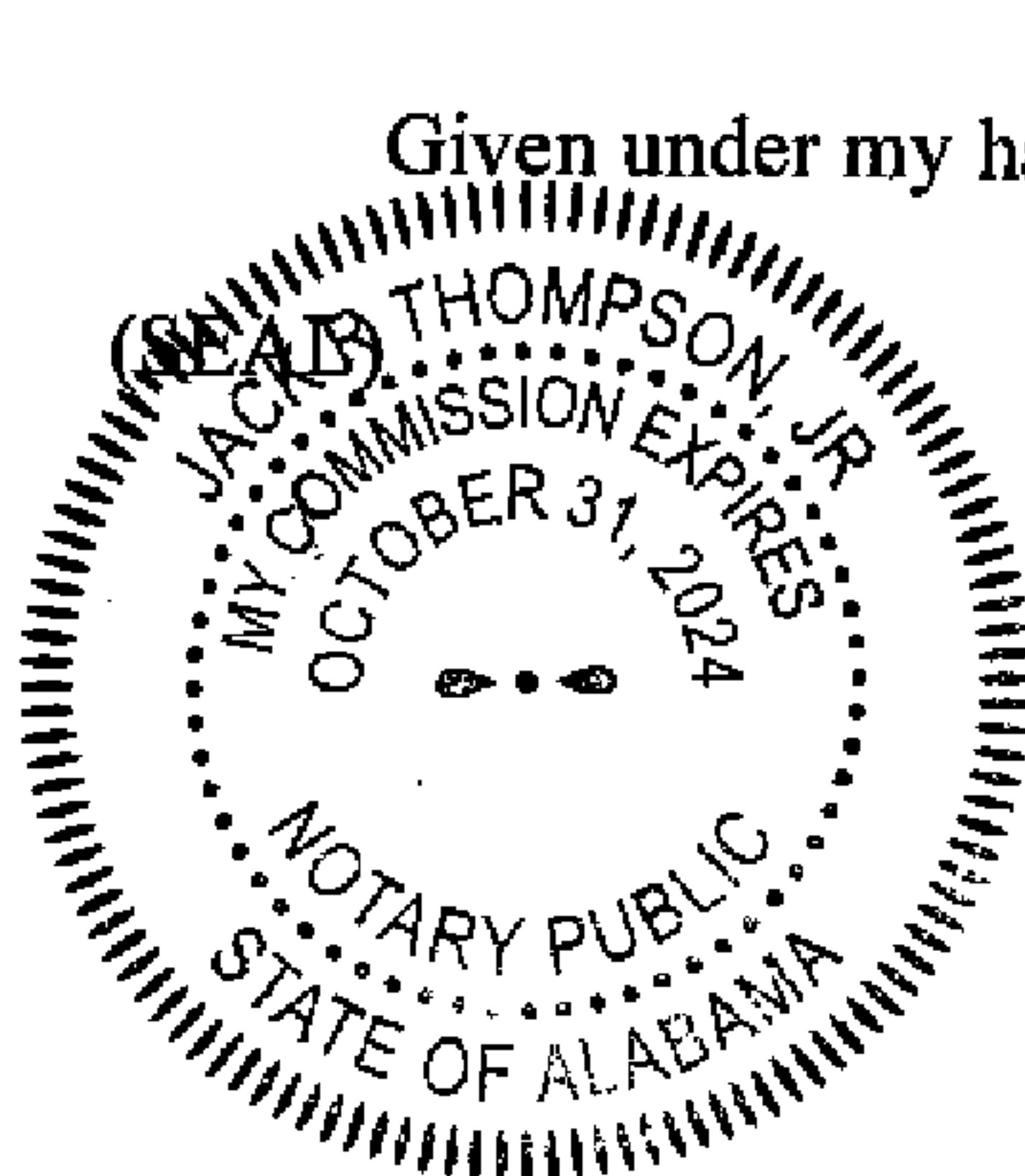
STATE OF ALABAMA)
COUNTY OF Jefferson)

Given under my hand this the 29th day of December, 2022.

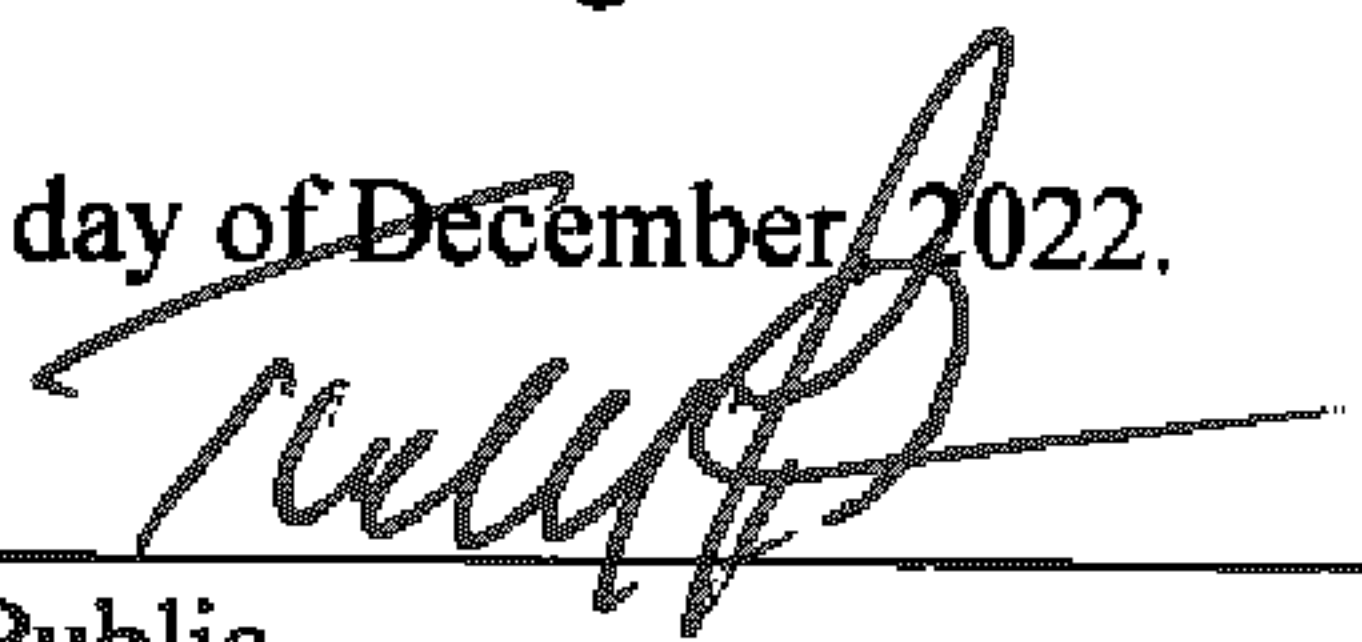

Notary Public
My commission expires: 10/31/2024


CODY JOHN BASS

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Cody John Bass** 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 executed the same voluntarily on the date of this notary acknowledgement.



Given under my hand and official seal this 29th day of December, 2022.

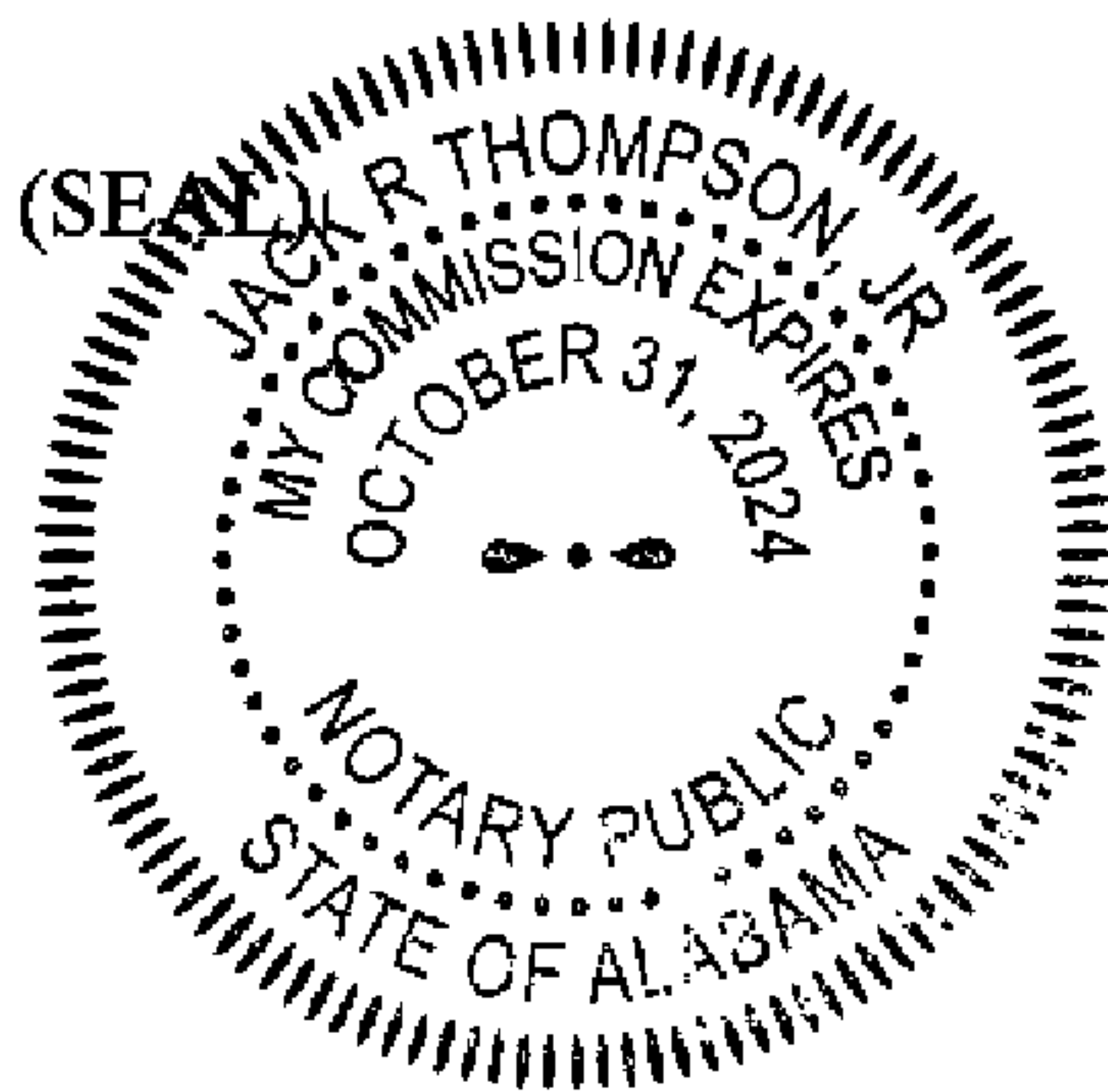

Notary Public
My commission expires: 10/31/2024

Steven K Gardner
STEVEN KURT GARDNER

STATE OF ALABAMA)
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Steven Kurt Gardner** 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 executed the same voluntarily on the date of this notary acknowledgement.

Given under my hand and official seal this 30th day of December, 2022.



Kelly
Notary Public

My commission expires: 10/31/2024

LENDER:

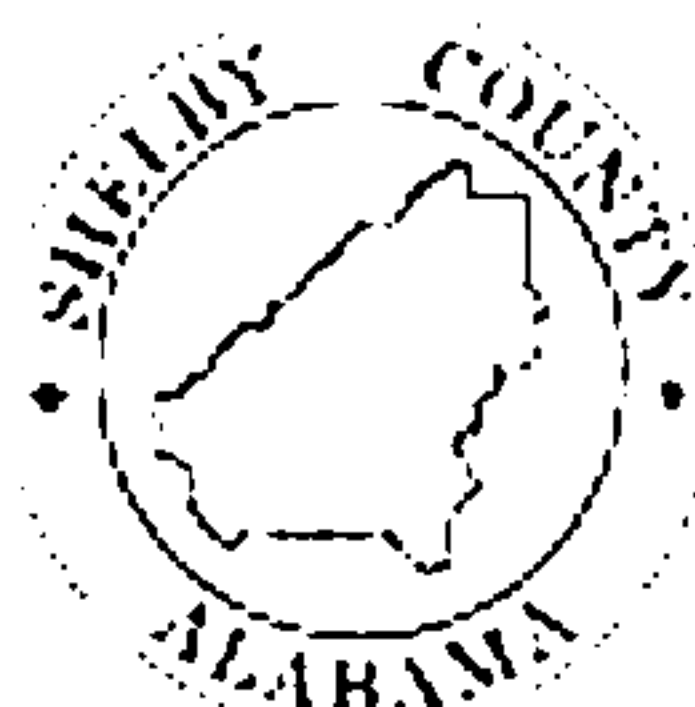
ALABAMA FARM CREDIT, ACA,
a federally chartered instrumentality that
is part of the Farm Credit System

By: Karlee Tucker
Karlee Tucker
Its Loan Officer

STATE OF ALABAMA)
COUNTY OF Talladega

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Karlee Tucker, whose name as Loan Officer of **ALABAMA FARM CREDIT, ACA**, a federally chartered instrumentality that is part of the Farm Credit System, 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 said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said instrumentality.

Given under my hand this the 29th day of December, 2022.



Tracy Shepard
Notary Public
My commission expires: _____

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/18/2023 10:45:01 AM
\$37.00 JOANN
20230118000014550

My Commission Expires
October 27, 2024

Allen S. Bayl