

THIS INSTRUMENT PREPARED BY:

Cynthia Lee Almond
Almond Attorneys
2704 8th Street
Tuscaloosa, AL 35401
(205) 523-0198

20230125000020610
01/25/2023 11:00:02 AM
MORT 1/13

After recording, return to:
Alabama One Credit Union
1215 Veterans Memorial Parkway
Tuscaloosa, AL 35404

Loan Number: 140273-0302

Source of Title:
Deed Book 330, Page 361

STATE OF ALABAMA
COUNTY OF SHELBY

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

THIS INSTRUMENT IS ALSO TO BE FILED AS A FIXTURE FILING IN THE INDEX OF FINANCING STATEMENTS AND SHOULD BE INDEXED UNDER THE NAMES OF BORROWER, AS DEBTOR, AND LENDER, AS SECURED PARTY.

THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502(c) OF THE CODE OF ALABAMA.

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") is made by **Donald B. Bristow and Alice S. Bristow, husband and wife**, whose address is 7980 Beacon Ridge Lane, McCalla, AL 35111 ("Mortgagor"), to **Alabama One Credit Union**, an Alabama chartered credit union ("Mortgagee"), whose address is 1215 Veterans Memorial Parkway, Tuscaloosa, AL 35404.

For TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby gives, transfers, grants, bargains, sells, assigns, mortgages, hypothecates, deposits, pledges, sets over, confirms, conveys and warrants unto Mortgagee all estate, right, title and interest of Mortgagor in and to the Mortgaged Property (defined below), together with a power of sale, whether now owned or held or hereafter acquired by Mortgagor, to have and to hold the Mortgaged Property unto Mortgagee, its successors and assigns forever, to secure the payment of the Debt (defined below), and Mortgagor hereby grants a security interest in, pledges and assigns to Mortgagee all Collateral (defined below) owned by Mortgagor or in which Mortgagor has rights or the power to transfer rights and all Collateral in which Mortgagor later acquires ownership, other rights or the power to transfer rights, to secure payment of the Debt. As additional consideration, Mortgagor presently, immediately effective and absolutely assigns to Mortgagee the Rents (defined below), subject to a license back to Mortgagor, as described in Section 8. The conveyance of the Mortgaged Property is subject to the Permitted Encumbrances (defined below). Mortgagor agrees as follows:

1. Definitions.

(a) "**Mortgaged Property**" means:

(1) The tracts or parcels of land in **Shelby County, Alabama**, described in **Exhibit A** (the "Land"), and including (i) all of Mortgagor's interest in the bed of any stream, creek, or waterway or any street, road, right-of-way or easement, open or proposed, on or adjacent to the Land; (ii) all of Mortgagor's interest in any strips and gores between the Land and any abutting properties; (iii) all rights of ingress and egress, and all other present or future easements and rights appurtenant to, serving or benefiting the Land; and (iv) all hereditaments, easements, appurtenances, riparian rights, rents, issues, profits, condemnation awards, mineral rights and water rights now or hereafter belonging or in any way pertaining to the Land or to any building now or

hereafter located thereon and all the estates, rights and interests of the Mortgagor in the Land.

(2) All buildings, structures and other improvements of every type now or later located on the Land (the "Improvements");

(3) All equipment and all materials and other goods of every type now or later situated upon the Land and (i) intended to be incorporated into the Improvements or (ii) that are or become fixtures related to the Land or the Improvements, including, without limitation, all lighting, heating, ventilating, air conditioning, sprinkling and plumbing fixtures, oil burners, elevators and motors, communication systems, dynamos, transformers, electrical equipment and all other fixtures of every description located in or on, or used, or intended to be used in connection with the Land or any building, structure or other improvement now or hereafter located thereon (excluding, however, fixtures owned by tenants occupying space in any building, structure or other improvement located on the Land);

(4) All other goods and personal property of every type, including fixtures, furniture, and equipment (including kitchen equipment), inventory, farm equipment and farm products now owned or later acquired by Mortgagor and now or later situated on the Land or in the Improvements and that facilitate the use or occupancy of the Improvements;

(5) All existing and future leases (whether written or oral) of any of the Mortgaged Property (the "Leases"), maintenance and other contracts relating to the Land or the Improvements, all tenant deposits under any Leases, all licenses, permits, certificates, accounts, instruments, documents, letter of credit rights, letters of credit, moneys, investment property, deposit accounts, general intangibles (including trade names and symbols used in connection with the Land or the Improvements), supporting obligations, wastewater, fresh water and other utility capacity and facilities available to or allocated to the Land or the Improvements, and all other present or future rights and privileges relating to the Land or the Improvements; and

(6) All additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds to any and all of the foregoing.

(b) "Collateral" means all property described in paragraphs (3), (4) (5) and (6) of the definition of Mortgaged Property, to the extent it is personal property under applicable law, and all proceeds thereof and of any other Mortgaged Property, including but not limited to all interest, dividends, cash, instruments and other personal property now or hereafter received, receivable or otherwise distributed in connection with the sale, lease, license, exchange or other disposition of any of the Mortgaged Property, together with all books and other records of Mortgagor relating thereto.

(c) "Rents" means all rent and other income from the Mortgaged Property, including all rent and other income under all existing or future Leases.

(d) "Debt" means (1) all obligations under the promissory note of Mortgagor payable to the order of Mortgagee in the face principal amount of **FOUR HUNDRED SIX THOUSAND TWO HUNDRED NINETY-THREE AND 00/100 DOLLARS (\$406,293.00)** maturing **November 1, 2025** (the "Note"); (2) all amounts for which Mortgagor may become obligated to Mortgagee pursuant to this Mortgage; (3) all obligations of Mortgagor under any other documents from time to time evidencing, securing or relating to the debt evidenced by the Note, including but not limited to, as applicable, a loan agreement, construction loan agreement, security agreement, or guaranty (collectively, the "Loan Documents"); and (4) all other debt of any kind or character now or later owing by Mortgagor to Mortgagee whether such other debt is evidenced by note, open account, overdraft, endorsement, surety agreement or otherwise. Debt includes all extensions, renewals and modifications of the Note, whether or not evidenced by a new promissory note or other instrument or other record.

(e) "Permitted Encumbrances" means the easements and encumbrances to title described on Schedule B on the Loan Policy of Title Insurance that insures the priority of this Mortgage on the Mortgaged Property, to the extent each is valid, subsisting and affects title to the Mortgaged Property.

All terms used herein shall have the same definitions herein as specified in the Uniform Commercial Code as enacted in the State of Alabama and as the same may be amended from time to time (the "UCC") unless otherwise defined herein.

2. Mortgagor's Representations and Agreements.

(a) Taxes and Other Impositions. Mortgagor will pay all taxes, assessments, standby fees, homeowners' or condominium association assessments and other impositions (collectively, "Impositions") levied or assessed against any of the Mortgaged Property by any governmental authority or any other person, before the Impositions become delinquent, and Mortgagor will provide receipts of all Impositions payments to Mortgagee promptly upon request.

(b) Insurance. Mortgagor will keep the Mortgaged Property insured against loss by fire, storm, gas explosion (if gas is used on the Mortgaged Property) and all other hazards contemplated by a standard all-risk extended coverage endorsement for an amount at least equal to the full insurable value (replacement cost) of the Improvements, and also insured against any other risks, including flood, mudslide and where required by Mortgagee, windstorm, in such amounts and with such endorsements and other terms as Mortgagee requires from time to time. If the Mortgaged Property is presently located in or is later determined to be in a "special flood hazard area" as set out in the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, as each may be amended, or any successor law (the "Acts"), Mortgagor agrees to purchase a flood insurance policy in an amount equal to the greater of (a) the full insurable value of the Improvements and (b) the maximum limit of coverage available for the Mortgaged Property under the Acts in form complying with the "insurance purchase requirement" of the Acts, and provide Mortgagee with evidence of such coverage. Mortgagor will additionally maintain liability insurance and worker's compensation insurance against claims for bodily injury, death or property damage on or around the Mortgaged Property in such amounts and with such endorsements and other terms acceptable to Mortgagee. Mortgagor will provide such other additional insurance as Mortgagee may require from time to time. All required insurance policies must (i) be issued by companies reasonably acceptable to Mortgagee, (ii) name the owner of the Mortgaged Property as either the named insured on the policy or as an additional named insured on an endorsement to the policy; (iii) be indorsed to be payable to Mortgagee as mortgagee insured and loss payee, and (iv) expressly prohibit cancellation or modification without 10 days written notice to Mortgagee. Mortgagor will promptly deliver to Mortgagee the original policies of all required insurance or other evidence of such insurance acceptable to Mortgagee.

(c) Deposits. After the occurrence of an Event of Default, Mortgagor will, if requested to do so by Mortgagee, deposit with Mortgagee each month an amount equal to (i) 1/12 of the annual premiums for all insurance required under this Mortgage, and (ii) 1/12 of the annual Impositions to become due in connection with the Mortgaged Property, as estimated by Mortgagee. At least 15 days before any Impositions would become delinquent or any insurance premium is due, Mortgagor will deliver to Mortgagee a statement showing the amount of Impositions or premium due and the party or governmental authority to which the amount is payable. If funds on deposit with Mortgagee are insufficient to make all payments due, Mortgagor will deposit with Mortgagee the amount of any deficiency. Mortgagee may hold deposited funds on behalf of Mortgagor for payment of Impositions and insurance or may apply deposited funds to payment of the Debt.

(d) Proceeds of Mortgaged Property. All proceeds of any Mortgaged Property shall be deposited to a deposit account maintained with Mortgagee.

(e) Maintenance of Property. Mortgagor will maintain the Mortgaged Property in good condition. If the Mortgaged Property is damaged by any cause, Mortgagor will promptly restore the Mortgaged Property to substantially its condition prior to such damage. Mortgagor will not allow any part of the Mortgaged Property to be torn down, removed or materially altered without Mortgagee's prior written consent.

(f) Title to Property. Mortgagor will warrant and defend Mortgagee's title to and Mortgagee's security interest in the Mortgaged Property against any person who claims any of it. No person owns any lien or other interest in the Mortgaged Property except the lien and security interest created by this Mortgage, other liens and security interests for the benefit of Mortgagee, Permitted Encumbrances and the statutory lien for taxes not yet due. No person other than Mortgagee owns any interest in the Rents. No lien document or financing statement affecting any Mortgaged Property or the Rents, other than lien documents and financing statements in favor of Mortgagee and Permitted Encumbrances, is on file in any public office. If any person claims any interest or encumbrance, except for Permitted Encumbrances, Mortgagor will promptly remove any such

adverse claim, lien or encumbrance from the Mortgaged Property or the Rents. Mortgagor will give Mortgagee prompt notice of an assertion by any person of any interest or encumbrance affecting, or any legal proceeding affecting, any part of the Mortgaged Property or the Rents. Mortgagor will take any action Mortgagee requires to protect, assure or enforce the lien and security interest of this Mortgage and the assignment of the Rents. This paragraph will survive termination or foreclosure of this Mortgage.

(g) Inspection. Upon prior oral notice to Mortgagor, Mortgagor will (i) permit Mortgagee at all reasonable times to go upon, examine and inspect the Mortgaged Property, including making appraisals and environmental assessments, (ii) furnish all information Mortgagee reasonably requests relating to the development and operation of the Mortgaged Property, (iii) permit Mortgagee to make copies of such information and (iv) permit Mortgagee to perform environmental assessments of the Mortgaged Property and in connection therewith to take away samples of air, building materials, soil and water.

(h) Indemnity. Mortgagor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties (as defined below) from and against any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, judgments, awards, amounts paid in settlement, punitive damages, foreseeable and unforeseeable consequential damages, of whatever kind or nature (including but not limited to attorneys' fees and other costs of defense) (the "Losses") imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following: (i) ownership of this Mortgage, the Mortgaged Property or any interest therein or receipt of any Rents; (ii) any amendment to, or restructuring of, the Debt, this Mortgage or any other Loan Document; (iii) any and all lawful action that may be taken by Mortgagee in connection with the enforcement of the provisions of this Mortgage, the Note or any of the other Loan Document, whether or not suit is filed in connection with same, or in connection with Mortgagor, any guarantor and/or any member, partner, joint-venturer or shareholder thereof becoming a party to a voluntary or involuntary federal or state bankruptcy, insolvency or similar proceeding; (iv) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Mortgaged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (v) any use, nonuse or condition in, on or about the Mortgaged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (vi) any failure on the part of Mortgagor to perform or be in compliance with any of the terms of this Mortgage; (vii) performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof; (viii) the failure of any person to file timely with the Internal Revenue Service an accurate Form 1099-B, Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions, which may be required in connection with this Mortgage, or to supply a copy thereof in a timely fashion to the recipient of the proceeds of the transaction in connection with which this Mortgage is made; (ix) any failure of the Mortgaged Property or any use thereof to be in compliance with any Applicable Laws (as defined in Section 5 hereof); (x) the enforcement by any Indemnified Party of the provisions of this Section 2(h); (xi) any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease; (xii) the payment of any commission, charge or brokerage fee to anyone which may be payable in connection with the funding of the Debt evidenced by the Note and secured by this Mortgage or any other Debt; (xiii) any misrepresentation made by Mortgagor in this Mortgage or any other Loan Document; or (xiv) the negligence of any Indemnified Party, except to the extent caused by the gross negligence or willful misconduct of any Indemnified Party. Any amounts payable to Mortgagee by reason of the application of this Section 2(h) shall become immediately due and payable upon demand and shall bear interest at the rate provided in the Note for past due amounts from the date of demand to the date of payment. For purposes of this Section 2(h), the term "Indemnified Parties" means Mortgagee and any person or entity who is or will have been involved in the origination of the Debt, any person or entity who is or will have been involved in the servicing of the Debt, any person or entity in whose name the encumbrances and security interests created by this Mortgage is or will have been recorded, persons and entities who may hold or acquire or will have held a full or partial interest in the Debt as well as the respective directors, officers, shareholders, partners, members, employees, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, participants, successors and assigns of any and all of the foregoing (including but not limited to any other person or entity who holds or acquires or will have held a participation or other full or partial interest in the Debt or the Mortgaged Property, whether during the term of the loan evidenced by

the Note or as a part of or following a foreclosure of this Mortgage and including, but not limited to, any successors by merger, consolidation or acquisition of all or a substantial portion of Mortgagee's assets and business). This paragraph will survive the termination or foreclosure of this Mortgage.

(i) Mortgagee's Rights. If Mortgagor fails to perform any obligation under this Mortgage, Mortgagee may perform, but Mortgagee's performance will not waive Mortgagor's default. Without limiting the generality of the foregoing, if at any time Mortgagee is not in receipt of written evidence that all insurance required hereunder is in full force and effect, Mortgagee shall have the right, without notice to Mortgagor or any other party to take such action as Mortgagee deems necessary to protect its interest in the Mortgaged Property, including without limitation, the obtaining of such insurance coverage as Mortgagee in its sole discretion deems appropriate. If Mortgagee secures required insurance, Mortgagee may secure the insurance only in its own name and may insure only its interest in the Mortgaged Property.

3. Collection and Application of Insurance and Condemnation Proceeds. Mortgagor assigns to Mortgagee all amounts received by Mortgagor or Mortgagee as proceeds of insurance and proceeds of condemnation proceedings as additional security for the Debt. Mortgagor will promptly give Mortgagee notice of any material damage to or condemnation proceeding affecting the Mortgaged Property. Mortgagee may file or prosecute (or both) any insurance or condemnation claim. Mortgagee may collect and give receipts for any money payable under any insurance policy by reason of loss of or damage to the Improvements. Mortgagee may settle or compromise, on any terms and for any amount it selects, the liability of any insurance company or companies on any policy, and execute and deliver releases and discharges of liability binding Mortgagor and Mortgagee. Mortgagee may collect and give receipts for any money payable to Mortgagor because of condemnation proceedings affecting any Mortgaged Property. Mortgagor RELEASES Mortgagee from any liability in connection with any settlement or compromise of any insurance or condemnation claim. Mortgagee may apply all insurance or condemnation proceeds, first to Mortgagee's expenses in connection with the insurance or condemnation claim, and second, at Mortgagee's discretion, either (i) to the Debt in any order Mortgagee selects, or (ii) to the repair or improvement of the Mortgaged Property in any manner Mortgagee selects, applying the remaining money to the Debt in any order Mortgagee selects.

4. Environmental Matters.

(a) Definitions. (i) "**Environmental Requirement**" means any statute, common law rule, rule, regulation, order, authorization (including any permit) or policy of any governmental authority relating to the environment, pollution, natural resources, health or safety, including the federal Clean Air Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**"), and Water Pollution Control Act, Resource Conservation and Recovery Act of 1976 ("**RCRA**"), as each of such statutes and codes has been amended to date and may be amended from time to time, (ii) "**Hazardous Material**" means any material, waste or substance that is regulated, considered or identified as hazardous or toxic or as a pollutant or contaminant under any Environmental Requirement, including any "hazardous substance" under CERCLA, "solid waste" or "hazardous waste" under RCRA, petroleum, petroleum product, asbestos, polychlorinated biphenyls and radioactive materials, and (iii) "**Environmental Claim**" means any governmental or private claim or action pursuant to any Environmental Requirement instituted or threatened against Mortgagor or relating to the Mortgaged Property, including any investigative, enforcement, cleanup, removal, containment or remedial action.

(b) Representation and Agreement. Mortgagor has conducted all customary or appropriate due diligence review of the Mortgaged Property relating to Environmental Requirements and Hazardous Materials. Mortgagor will comply with all Environmental Requirements. Mortgagor will keep the Mortgaged Property free of all Hazardous Materials and will not permit any Hazardous Materials to be placed (in a storage tank or otherwise), installed, disposed of or released on the Mortgaged Property. If Mortgagor ever becomes aware that any Hazardous Material is located on, in, above or under the Mortgaged Property, Mortgagor will at Mortgagor's cost promptly remove all such Hazardous Materials in accordance with Environmental Requirements. Mortgagor will promptly notify Mortgagee if it becomes aware of any violation of the provisions of this paragraph or if any person or governmental entity notifies Mortgagor of any Environmental Claim.

(c) Indemnity. Mortgagor will indemnify Mortgagee and hold Mortgagee harmless against all liability, loss, cost or expense of any kind directly or indirectly relating to any Environmental Claim

relating to the Mortgaged Property, any Environmental Requirement affecting the Mortgaged Property, and the presence of Hazardous Materials on the Mortgaged Property (whether or not the placement of the Hazardous Materials on the Mortgaged Property was within the control of Mortgagor or any affiliate). This paragraph will survive termination or foreclosure of this Mortgage.

5. Compliance with Laws. Mortgagor shall promptly comply with all existing and future federal, state and local laws, orders, ordinances, governmental rules and regulations or court orders affecting or which may be interpreted to affect the Mortgaged Property, or the use thereof ("Applicable Laws"). Mortgagor shall from time to time, upon Mortgagee's request, provide Mortgagee with evidence satisfactory to Mortgagee that the Mortgaged Property and the use thereof comply with all Applicable Laws or are exempt from compliance with Applicable Laws. Mortgagor shall give prompt notice to Mortgagee of the receipt by Mortgagor of any notice related to a violation of any Applicable Laws and of the commencement of any proceedings or investigations which relate to compliance with Applicable Laws.

6. Advances and Attorneys' Fees. Mortgagor will pay, or reimburse Mortgagee, for all costs and expenses of every character incurred from time to time in connection with this Mortgage and the Debt, including costs and expenses incurred (a) for mortgage or recording taxes, (b) to satisfy any obligation of Mortgagor under this Mortgage or to protect the Mortgaged Property, (c) in connection with the evaluation, monitoring or administration of the Debt or the Mortgaged Property (whether or not an Event of Default has occurred), and (d) in connection with the exercise of Mortgagee's rights and remedies. Costs and expenses include reasonable fees and expenses of outside counsel and other outside professionals and charges imposed for the services of attorneys and other professionals employed by Mortgagee or its affiliates. Any amount owing under this Section will be due and payable on demand and will bear interest from the date of expenditure by Mortgagee until paid at the rate provided in the Note for past due principal.

7. Events of Default; Acceleration; Appointment of Receiver. Each of the following events is called an "Event of Default":

- (a) The occurrence of an "Event of Default" under or as defined in the Note or an event of default under any of the other Loan Documents;
- (b) Mortgagor fails to pay when due (or within any contractually agreed grace period) any of the Debt;
- (c) Any event occurs that results in the automatic acceleration of any indebtedness of Mortgagor or gives the holder thereof the immediate right to declare any indebtedness due and payable in full prior to maturity;
- (d) Mortgagee receives at any time a report indicating that Mortgagee's security interests and liens granted hereunder are not prior to all other security interests, liens or other interests in the Mortgaged Property indicated in such report except Permitted Encumbrances;
- (e) Mortgagor fails to comply with or becomes subject to any administrative or judicial proceeding under any federal, state or local hazardous waste or environmental law, asset forfeiture or similar law which may result in the forfeiture of property, or other law where non-compliance may have a significant effect on the Mortgaged Property or on Mortgagor's ability to pay any Debt;
- (f) Any representation or warranty in this Mortgage was untrue or misleading in any material respect when made, or Mortgagor violates any of its agreements in this Mortgage or any other Loan Document;
- (g) Mortgagee reasonably believes that there is a defect in Mortgagor's title to any of the Mortgaged Property, or any person (including Mortgagor) alleges that (i) a lien or encumbrance exists on any Mortgaged Property equal or superior to the lien of this Mortgage, other than Permitted Encumbrances, or (ii) the lien of this Mortgage is subject to a homestead claim or other claim, and in any such case Mortgagor fails, within 15 days after written demand by Mortgagee, to correct such title defect or to remove said lien, encumbrance, homestead claim or other claim, or a writ of execution is levied against the interest of Mortgagor in the Mortgaged Property;
- (h) Mortgagor sells, transfers, pledges, encumbers, grants a security interest in, or otherwise

disposes of all or any part of or interest in the Land or the Improvements (including the granting of any easement), or if the title to all or any of the Mortgaged Property (other than items of personalty that have become obsolete or worn beyond practical use and that have been replaced by adequate substitutes owned by Mortgagor and having a value equal to or greater than the replaced items when new) becomes vested in any party other than Mortgagor, whether by operation of law or otherwise. Mortgagee may consent to any action under this paragraph in its discretion, and if it consents it may impose any requirements for consent that it wishes.

If any Event of Default occurs, Mortgagee may, without demand, presentment or notice of any kind (including notice of default, notice of intent to accelerate the maturity of the Debt, or notice of actual acceleration), all of which Mortgagor waives, declare all of the Debt immediately due and payable. In addition, if an Event of Default occurs, Mortgagee will be entitled as a matter of right to the appointment of a receiver or receivers of the Mortgaged Property, and of all its rent and other income. Notwithstanding the appointment of any receiver, Mortgagee will be entitled to the possession and control of any cash or instruments that this Mortgage requires Mortgagor to deliver or pay to Mortgagee. If an Event of Default occurs, Mortgagee may demand that Mortgagor surrender possession of the Mortgaged Property to Mortgagee. If Mortgagee takes possession of the Mortgaged Property, Mortgagee will not be liable to Mortgagor for any rental of the Mortgaged Property, nor for any failure to rent or inadequacy of rental of the Mortgaged Property, nor for any damage to or waste of the Mortgaged Property, whether or not due to mortgagee's negligence, except as a result of the gross negligence or willful misconduct of Mortgagee.

8. Terms of Assignment of Rents; Collection and Application of Rents. The transfer and assignment of the Rents provided for in this Mortgage is irrevocable. Mortgagee grants to Mortgagor a limited license (the "License") to possess and use the Leases and the Rents. If an Event of Default occurs, the License will automatically terminate. Thereafter, Mortgagee will have the absolute and continuing right (but not the obligation) to collect, demand, sue for, recover, receive and give receipts for any Rent. Mortgagee has no responsibility to exercise diligence in collecting Rents. After deducting the expenses of collection, Mortgagee will apply the net proceeds of collection as a credit upon any portion of the Debt selected by Mortgagee, whether or not that portion of the Debt is due and payable. Mortgagor authorizes and directs any lessee of the Mortgaged Property to deliver any such payment to Mortgagee, and any lessee's obligation to Mortgagor will be absolutely discharged to the extent of its payment to Mortgagee. If Mortgagor receives any Rents after the termination of Mortgagor's license, Mortgagor will hold the Rents in trust for Mortgagee and immediately pay them to Mortgagee. Mortgagor will keep Rents segregated from all other funds. Mortgagee is not required to give any credit against the Debt for the assignment of rents until rents are actually paid to Mortgagee. Mortgagor's obligations to Mortgagee will be discharged only to the extent that net Rents are received by Mortgagee and not disbursed to Mortgagor or paid by Mortgagee for expenses relating to the Land and Improvements. The assignment of rents will not cause Mortgagee to be a mortgagee-in-possession. If the License is terminated, Mortgagee's possession of the Rents will not act as a waiver of any default by Mortgagor or as an affirmation of any Lease by Mortgagee if Mortgagee later becomes the purchaser of the Mortgaged Property at any foreclosure sale. Mortgagee may at its option subordinate the lien of this Mortgage to any Lease. The assignment of rents will terminate upon termination of this Mortgage. If the Mortgaged Property is sold pursuant to the terms of this Mortgage, the assignment of rents will terminate and the purchaser of the Mortgaged Property will have the right to all Rents free of the assignment.

9. Remedies. If an Event of Default occurs, Mortgagee may, at its option, exercise any, some or all of the following remedies, concurrently or consecutively.

(a) Acceleration. Mortgagee may declare all of the unpaid Debt to be due and payable without notice or demand, and upon such declaration all such Debt shall immediately become due and payable as fully and to the same effect as if the date of such declaration were the date originally specified for the full payment or maturity thereof.

(b) Mortgagee's Right to Enter and Take Possession, Operate and Apply Income.

(i) Mortgagee may demand that Mortgagor surrender the actual possession of the Mortgaged Property and upon such demand, Mortgagor shall forthwith surrender same to Mortgagee and to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all of the Mortgaged Property and may exclude Mortgagor and its agents and employees wholly therefrom.

(ii) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or order conferring on Mortgagee the right to immediate possession or requiring the Mortgagor to deliver immediate possession to Mortgagee, to the entry of which judgment or decree the Mortgagor hereby specifically consents.

(iii) Upon entering or taking possession, Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time may, (A) make all reasonably necessary maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures and personal property; (B) insure or keep the Mortgaged Property insured; (C) exercise all the rights and powers of the Mortgagor in its name or otherwise with respect to the same; and (D) enter into agreements with others to exercise the powers herein granted Mortgagee, all as Mortgagee from time to time may determine in its sole discretion.

(iv) The Mortgagee may, with or without taking possession of the Mortgaged Property as hereinabove provided, collect and receive all the rents therefrom, including those past due as well as those accruing thereafter, and shall apply the monies so received first, to the payment of all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Mortgagee and its agents while in possession and second, in such order as Mortgagee may elect, to the payment of the Debt.

(c) Proceedings to Recover Sums Due.

(i) If any installment or part of the Debt shall fail to be paid when due, Mortgagee shall be entitled to sue for and to recover judgment against the Mortgagor for the amount so due and unpaid together with all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Mortgagee in connecting with such proceeding. All such costs and expenses shall be secured payable by this Mortgage and shall be due and payable by Mortgagor immediately.

(ii) No recovery of any judgment as provided in Subsection (i) above and no attachment or levy of any execution upon any of the Mortgaged Property or any other property shall in any way affect the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any lien, rights, powers, or remedies of Mortgagee hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before.

(d) Nonjudicial Sale. Mortgagee will be authorized to take possession of the Mortgaged Property and, with or without taking such possession, after giving notice of the time, place and terms of sale, together with a description of the Mortgaged Property to be sold, by publication once a week for three (3) successive weeks in some newspaper published in the county or counties in which the Mortgaged Property to be sold is located, to sell the Mortgaged Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) in front of the front or main door of the courthouse of the county in which the Mortgaged Property to be sold, or a substantial and material part thereof, is located, at public outcry, to the highest bidder for cash. If there is real property to be sold under this Mortgage in more than one county, publication shall be made in all counties where the real property to be sold is located. If no newspaper is published in any county in which any real property to be sold is located, the notice shall be published in a newspaper published in an adjoining county for three (3) successive weeks. The sale shall be held between the hours of 9:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale under this Mortgage. Mortgagee may bid at any sale had under the terms of this Mortgage and may purchase the Mortgaged Property if the highest bidder therefore. Mortgagor hereby waives any and all rights to have the Mortgaged Property marshalled. In exercising Mortgagee's rights and remedies, Mortgagee will be free to sell all or any part of the Mortgaged Property together or separately, in one sale or by separate sale.

(e) Receiver. Mortgagee may apply to any court of competent jurisdiction to have receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents therefrom and apply the same as the court may direct, such receiver to have all of the rights and powers permitted under the laws of the State of Alabama. The right of the appointment of such receiver shall be a matter of strict right without regard to the value or the occupancy of the Mortgaged Property or the solvency or insolvency of Mortgagor. The expenses, including receiver's fees, attorneys' fees, costs and agent's commission incurred pursuant, to the powers herein contained,

together with interest thereon, if any, at the default rate under the Note shall be secured hereby and shall be due and payable by Mortgagor immediately without notice or demand. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash or deposits at the time held by, payable, or deliverable under the terms of this Mortgage to the Mortgagee, and the Mortgagee shall have the right to offset at the unpaid Debt against any such cash or deposits in such order as Mortgagee may elect.

(f) Remedies as to Personal Property. Mortgagee may exercise any or all of its rights and remedies under the Alabama Uniform Commercial or other applicable law as well as all other rights and remedies possessed by Mortgagee, all of which shall be cumulative. Mortgagee is hereby authorized and empowered to enter the Mortgaged Property or other place where the personal property may be located without legal process, and to take possession of the personal property without notice or demand, which hereby are waived to the maximum extent permitted by the laws of the State of Alabama. Upon demand by Mortgagee, Mortgagor shall make the personal property available to Mortgagee at a place reasonably convenient to Mortgagee. Mortgagee may sell late one or more public or private sales and for such price as Mortgagee may deem commercially reasonable, any and all of the personal property secured by this Mortgage, and any other security or property held by Mortgagee and Mortgagee may be the purchaser of any or all of the personal property.

10. Remedies Cumulative and Concurrent. No right, power or remedy of Mortgagee as provided in the Note or this Mortgage is intended to be exclusive of any other right, power, or remedy of Mortgagee, but each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power or remedy available to Mortgagee now or hereafter existing at law or in equity and may be pursued separately, successively or together against Mortgagor, or any endorser, co-signer or guarantor of the Note, of the Mortgaged Property, or any part thereof, or any one or more of them, at the sole discretion of Mortgagee. The failure of Mortgagee to exercise any such right, power of remedy shall in no event be construed as a waiver or release thereof.

11. Waiver, Delay or Omission. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon, and no delay or omission of Mortgagee to exercise any right, power or remedy shall be construed to waive any such Event of Default or to constitute acquiescence therein.

12. Waiver of Redemption, Notice, Marshalling, Etc. Mortgagor hereby waives and releases, for itself and anyone claiming through, by, or under it, to the maximum extent permitted by the law of the State of Alabama, all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on executing, or providing for any apportionment, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment.

13. Application of Proceeds. The proceeds of any sale of all or any portion of the Mortgaged Property shall be applied by Mortgagee first, to the payment of receiver's fees and expenses, if any, and to the payment of all costs and expenses (inclusion, without limitation, reasonable attorneys' fees and expenses) incurred by Mortgagee, together with interest thereon at the default rate under the Note from the date so incurred, in connection with any entry, action or proceeding hereunder and, second, in such order as Mortgagee may elect, to the payment of the Debt. Mortgagor shall be and remain liable to Mortgagee for any difference between the net proceeds of sale and the amount of the Debt until all of the Debt has been paid in full.

14. All Security Cumulative; Subrogation; Waiver of Marshaling. The execution of this Mortgage does not impair any other security for the payment of any Debt. Mortgagee may take additional security for any Debt in the future without altering or impairing the lien of this Mortgage. Mortgagee may release any Mortgaged Property or any other security for the Debt without altering or impairing the lien of this Mortgage as to the Mortgaged Property not released. All present and future security will be cumulative. Mortgagee is subrogated to all rights, liens or interests in any of the Mortgaged Property securing the payment of any obligation satisfied or paid off out of the proceeds of the loans evidenced by the Note. Mortgagor waives any right of marshaling of assets or sale in inverse order of alienation, and all present or future appraisal rights and equity of redemption rights.

15. Limitations on Amount of Interest. Mortgagor and Mortgagee intend to conform strictly to

applicable usury laws. Therefore, the total amount of interest (as defined under applicable law) contracted for, charged or collected under the Debt or this Mortgage will never exceed the highest amount permitted by applicable law. If Mortgagee contracts for, charges or receives any excess interest, it will be deemed a mistake. Any unlawful contract or charge will be automatically reformed to conform to applicable law, and if Mortgagee has received excess interest, Mortgagee will either refund the excess to Mortgagor or credit the excess on the unpaid amounts owing under the Debt or this Mortgage. All amounts constituting interest will be spread throughout the full term of the Debt in determining whether interest exceeds lawful amounts.

16. Notices. Except as otherwise provided, any notice, request or demand under this Mortgage must be in writing and will be sufficient if either delivered personally or deposited in the United States mail in a postpaid envelope addressed to the mailing address set forth below. A party may designate a different address by notice given in compliance with this Section. Any notice to Mortgagee must be sent or delivered to the officer named below or to another officer designated for receipt of such notices by Mortgagee. The names and mailing addresses of Mortgagor and Mortgagee are as follows:

Mortgagor:

Donald B. Bristow and Alice S. Bristow
7980 Beacon Ridge Lane
McCalla, AL 35111

Mortgagee:

ALABAMA ONE CREDIT UNION
Attn: Mr. R.T. Floyd
1215 Veterans Memorial Parkway
Tuscaloosa, Alabama 35404

17. Additional Agreements. This Mortgage benefits the successors, assigns and legal representatives of Mortgagee and binds any successors or transferees of Mortgagor (however, this provision does not permit Mortgagor to transfer the Mortgaged Property). Each reference to Mortgagor or Mortgagee includes their respective successors, assigns and legal representatives. No modification or waiver of this Mortgage will be effective unless in writing and signed by Mortgagee. Mortgagee may waive any default without waiving any other prior or subsequent default. Mortgagee's failure to exercise or delay in exercising any rights under this Mortgage will not operate as a waiver of those rights. If any provision of this Mortgage is unenforceable or invalid, that provision will not affect the enforceability or validity of any other provision. If the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable, that application will not affect the legality or enforceability of the provision as to any other person or circumstance. If more than one person executes this Mortgage as Mortgagor, their obligations under this Mortgage are joint and several.

18. Rules of Construction. The section headings or captions in this instrument are for convenience and are not a part of this Mortgage for any purpose. Any action permitted to Mortgagee may be taken by any authorized officer, employee or agent of Mortgagee, or any attorney, accountant, environmental consultant or other advisor or professional retained by Mortgagee. Use of the term "including" does not imply any limitation on (but may expand) the antecedent reference. Unless the context clearly requires otherwise, the term "may" does not imply any obligation to act. Any reference to exhibits or schedules means the exhibits or schedules to this Mortgage, which are fully incorporated by reference into this Mortgage. Any reference to a particular document includes all modifications, supplements, replacements, renewals or extensions of that document, but this rule of construction does not authorize amendment of any document without Mortgagee's consent.

19. Waivers. Mortgagor waives all suretyship defenses that may lawfully be waived, including but not limited to notice of acceptance of this Mortgage, notice of the incurrence, acquisition or subordination of any Debt, credit extended, collateral received or delivered or other action taken in reliance on this Mortgage, notices and all other demands and notices of any description. With respect to both Debt and the Mortgaged Property, Mortgagor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect Mortgagee's security interest or lien in any of the Mortgaged Property, to the addition or release of any person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such

manner and at such time or times as Mortgagee may deem advisable. To the extent not prohibited by applicable law, Mortgagor further waives (i) diligence and promptness in preserving liability of any person on the Debt, and in collecting or bringing suit to collect the Debt; (ii) notice of extensions, renewals, modifications, rearrangements and substitutions of the Debt; and (iii) failure to pay any of the Debt as it matures, any other default, adverse change in any obligor's or any Mortgagor's financial condition, release or substitution of collateral, subordination of Mortgagee's rights in any collateral, and every other notice of every kind. Nothing in this Mortgage is intended to waive or vary the duties of Mortgagee or the rights of Mortgagor or any obligor in violation of Section 9.602 of the UCC.

20. No Oral Agreements. This written agreement and the other loan documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements between the parties. There are no unwritten oral agreements between the parties.

21. JURY TRIAL WAIVER. To the extent not prohibited by applicable law, mortgagor and mortgagee hereby knowingly, voluntarily, and intentionally waive any right to trial by jury that mortgagor or mortgagee may have in any action or proceeding, in law or in equity, in connection with this mortgage or the debt. mortgagor represents and warrants that no representative or agent of mortgagee has represented, expressly or otherwise, that mortgagee will not, in the event of litigation, seek to enforce this right to jury trial waiver. mortgagor acknowledges that mortgagee has been induced to enter into this mortgage by, among other things, the provisions of this section.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO APPEAR ON FOLLOWING PAGE(S).]

Mortgagor has executed this Mortgage on the date set forth in the acknowledgment below

to be effective as of the 30 day of November, 2022.

MORTGAGORS:

Donald B. Bristow
Donald B. Bristow

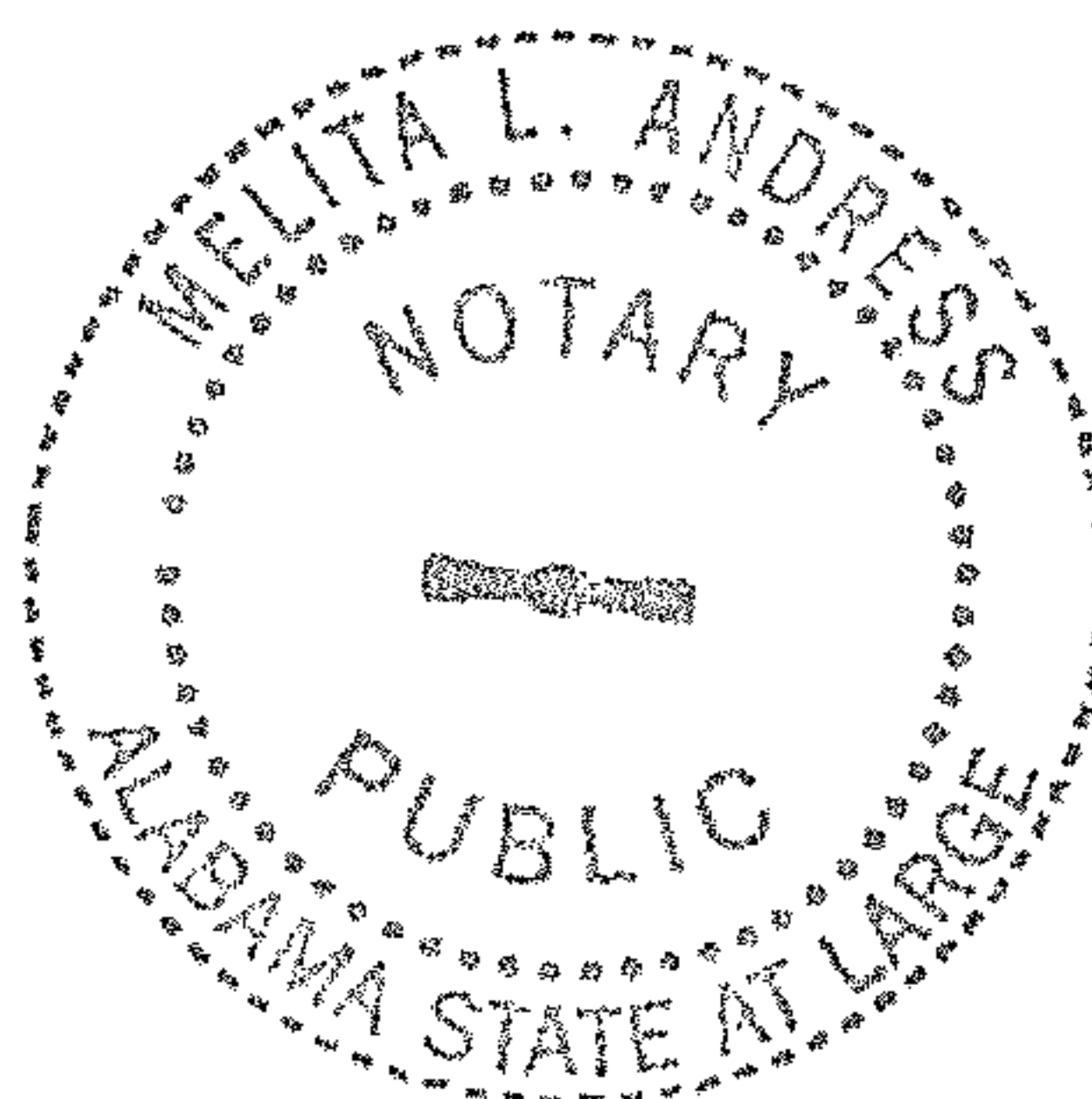
Alice S. Bristow
Alice S. Bristow

**STATE OF ALABAMA
COUNTY OF TUSCALOOSA**

I, the undersigned Notary Public in and for said County and State, hereby certify that Donald B. Bristow, whose name(s) is/are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

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

Melita L. Andres
Notary Public
My Commission Expires: 3/13/2023

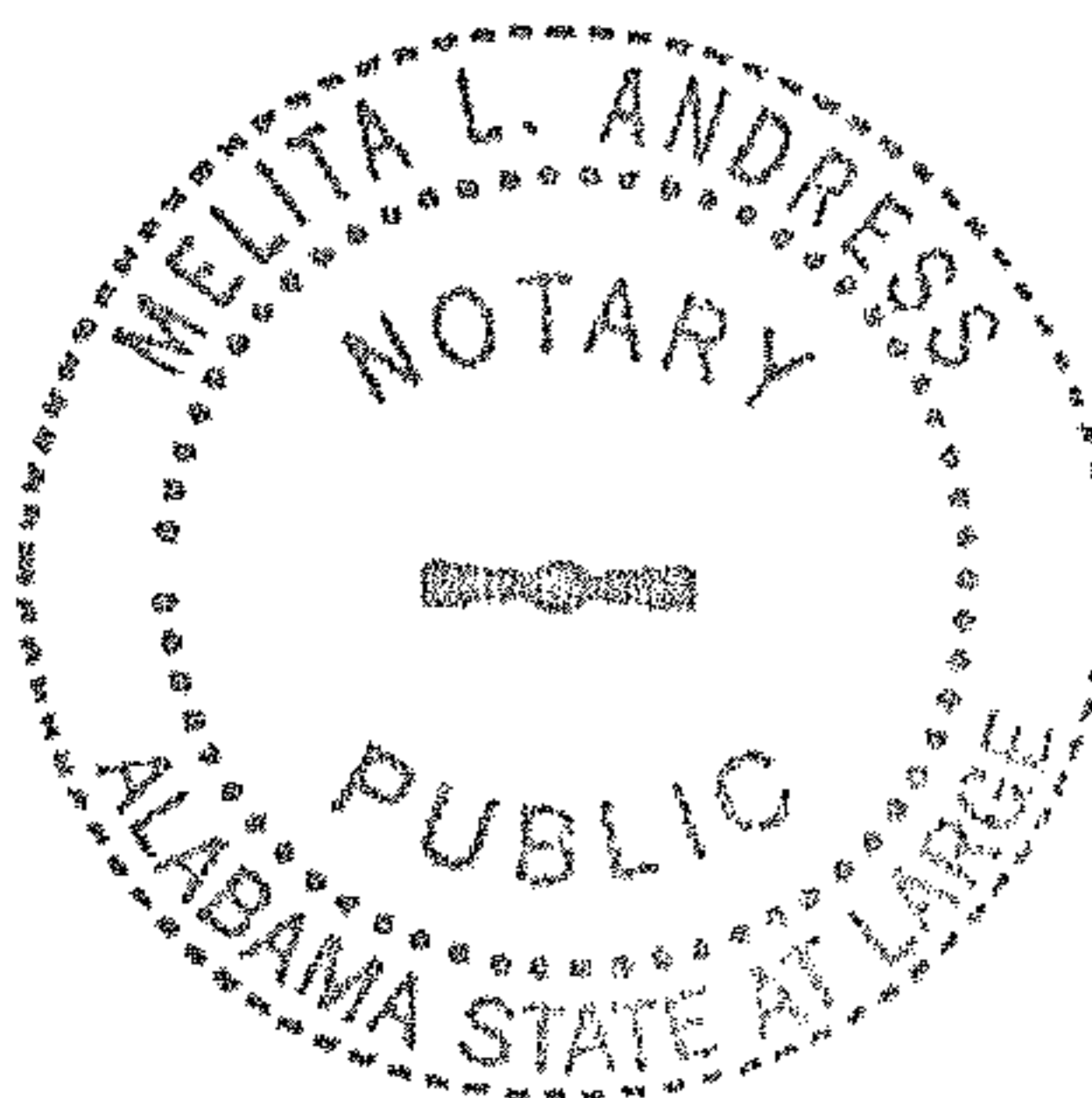


**STATE OF ALABAMA
COUNTY OF TUSCALOOSA**

I, the undersigned Notary Public in and for said County and State, hereby certify that Alice S. Bristow, whose name(s) is/are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

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

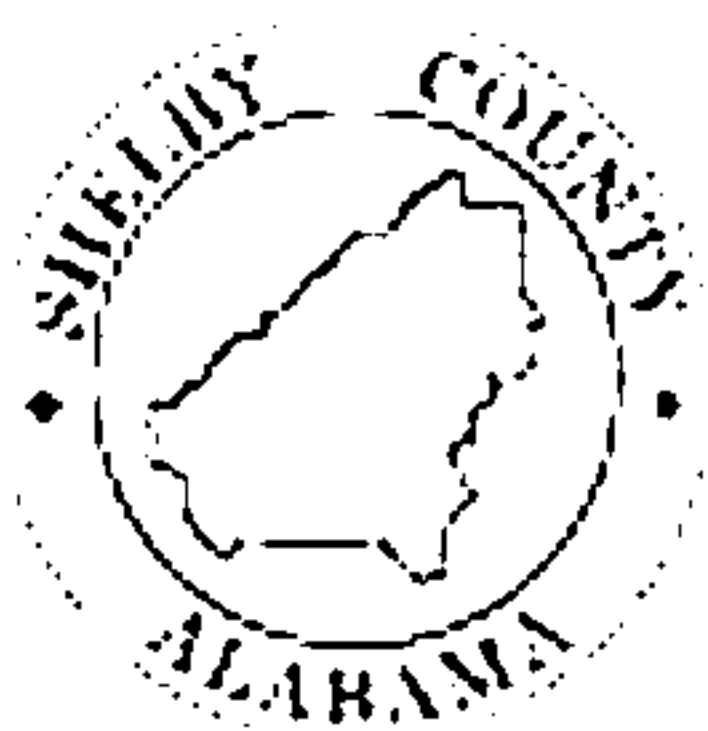
Melita L. Andres
Notary Public
My Commission Expires: 3/13/2023



20230125000020610 01/25/2023 11:00:02 AM MORT 13/13
EXHIBIT A

Description of Property

Lot 2 of Bristow Subdivision, a map or plat of which is recorded in Map Book 56, at Page 92 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
01/25/2023 11:00:02 AM
\$59.00 JOANN
20230125000020610

Allie S. Boyd