

PREPARED BY:

Sullivan & Worcester LLP
Attention: Louis A. Monti, Esq.
One Post Office Square
Boston, MA 02109

AFTER RECORDING RETURN TO:

U.S. Bank National Association
1133 Rankin Street, Suite 100
St. Paul, Minnesota 55116
Attention: Document Custody Services – SVC 2023-1

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

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "*Mortgage*") is made as of the 10th day of February, 2023, by SVC ABS LLC, a Delaware limited liability company (sometimes referred to herein as "*Borrower*" "*Issuer*" or "*Mortgagor*"), whose address is Two Newton Place, 255 Washington Street, Suite 300, Newton, Massachusetts 02458, to and for the benefit of Citibank, N.A., a national banking association chartered under the laws of the United States of America, having an address at 388 Greenwich Street, New York, New York 10013, Attention: Citibank Agency & Trust – SVC 2023-1, not in its individual capacity, but solely as indenture trustee under the Master Indenture for the benefit of the Secured Parties, as beneficiary (together with its successors and assigns, "*Indenture Trustee*").

PRELIMINARY STATEMENT:

The capitalized terms used in this Mortgage, if not elsewhere defined in the first paragraph above or in Article I of this Mortgage shall have the meaning given such terms in the Master Indenture. Borrower holds the fee simple interest in the Mortgaged Property (as defined in the Granting Clauses below), free and clear of all liens whatsoever except the Permitted Encumbrances (as defined in the Master Indenture), such other liens as are permitted pursuant to the Loan Documents and the liens created by the Loan Documents. Borrower is executing this Mortgage for the purpose of granting all of the interest of Borrower in and to the Mortgaged Property as security for the payment of the Obligations (as defined herein) including, without limitation, repayment of all amounts due under the Note (as such Note (as defined herein), together with any amendments thereto, may be extended, restated or otherwise modified as provided therein). The Mortgaged Property shall be and remain subject to the lien of this Mortgage and shall constitute security for the Obligations so long as the Obligations shall remain outstanding.

GRANTING CLAUSES:

Mortgagor, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby create a security interest in, mortgage, grant, bargain, sell, assign, pledge, give, transfer, set over and convey unto Indenture Trustee and its successors and assigns, WITH POWER OF SALE AND RIGHT OF ENTRY, all of Mortgagor's estate, right, title and interest in, to and under the Land (hereinafter defined), the Improvements (hereinafter defined) and any and all of the following property (together with the Land and the Improvements, collectively the "*Mortgaged Property*"), whether now owned or hereafter acquired, subject only to the Permitted Encumbrances:

Asset #416201
Shelby County, Alabama

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