

This instrument prepared by:
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2700 Highway 280 East Suite 160
Birmingham, AL 35223



20230524000156230 1/19 \$263.50
Shelby Cnty Judge of Probate, AL
05/24/2023 12:28:33 PM FILED/CERT

**MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT
(ALABAMA)**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS INDENTURE (herein this "**Mortgage**") is made as of the 19th day of May, 2023, between **Embridge Homes, LLC, an Alabama limited liability company**, (hereinafter called the "**Borrower**," whether one or more) whose address is 5406 Highway 280 Suite C101, Birmingham, AL 35242, and **SERVISFIRST BANK**, whose address is 2500 Woodcrest Place, Birmingham, AL 35209 (hereinafter called "**Bank**"), Mortgagee.

WITNESSETH:

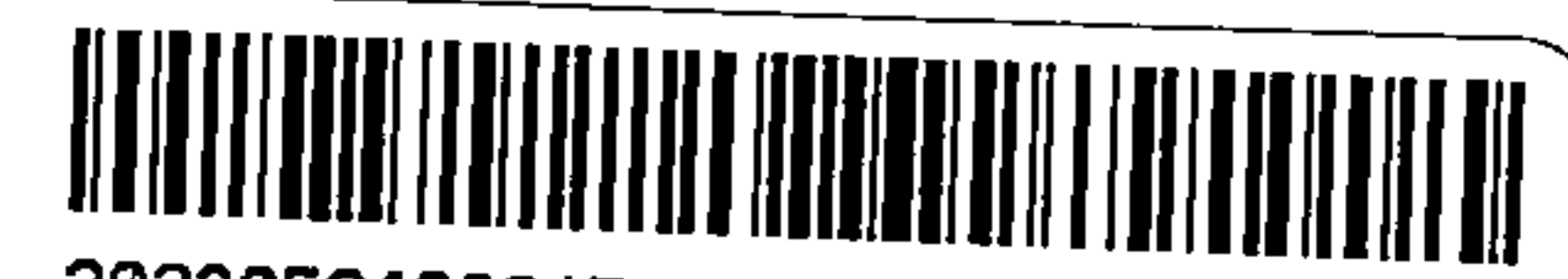
WHEREAS, Borrower is justly indebted to Bank on a loan (the "**Loan**") in the principal sum of ONE HUNDRED TWENTY FIVE THOUSAND and NO/100 DOLLARS (\$125,000.00), or so much as may from time to time be disbursed thereunder, as evidenced by a Promissory Note of even date herewith, payable to Bank with interest thereon (the "**Note**") on demand or as otherwise provided in the Note; and

WHEREAS, Borrower may hereafter become indebted to Bank or to a subsequent holder of this Mortgage on loans or otherwise (the Bank and any subsequent holder of this Mortgage being referred to herein as "**Lender**"); and

THIS IS A PURCHASE MONEY MORTGAGE

WHEREAS, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Borrower to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise, including all obligations incurred by the Borrower under any agreement between Borrower and Lender or any affiliate of Lender, whether now existing or hereafter entered into, which provides for an interest rate currency, equity, credit or commodity swap, cap, floor or collar, spot or foreign currency exchange transaction, cross currency swap, currency option, any combination of, or option with respect to, any of the foregoing or similar transactions, for the purpose of hedging the Borrower's exposure to fluctuations in interest rates, exchange rates, currency, stock portfolio or loan valuations each, a "Hedge Agreement") (herein "**Other Indebtedness**").

NOW, THEREFORE, the Borrower, in consideration of Lender's making the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees, and any and all Other Indebtedness as set



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EXHIBIT A

Lot 959, according to the Survey of Lake Wilborn - Phase 7, as recorded in Map Book 57,
Pages 99 A, B & C, in the Probate Office of Shelby County, Alabama.