

*Execution Version*

**NOTE TO THE RECORDING OFFICE:** This mortgage secures a Promissory Note in the amount of \$53,409,000.00. Please allocate the recording fee between the following four counties: Jefferson County (95.3%), Montgomery County (3.0%), Shelby County (0.9%), and St. Clair County (0.8%).

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*PREPARED BY, AND AFTER RECORDING  
RETURN TO:*

Joshua A. Marcus, Esq.  
LendingOne, LLC  
c/o Sourcepoint, Inc.  
Attn: Team2  
2330 Commerce Pk. Dr. NE, STE 2  
Palm Bay, FL 32905

*Space Above for Recorder's Use*

**COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING**

**THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING  
IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 7-9A-102(a)(40) AND  
7-9A-502 OF THE CODE OF ALABAMA.**

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (“Mortgage”) is entered into as of June 28, 2023, and KNOW ALL MEN BY THESE PRESENTS **ALABAMA AREA RENTAL PROPERTIES LLC**, a Delaware limited liability company, having an address of 790 Montclair Road, Suite 215, Birmingham, Alabama 35213 (“Mortgagor”), for the consideration of up to **FIFTY-THREE MILLION FOUR HUNDRED NINE THOUSAND and 00/100 Dollars (\$53,409,000)** and other good and valuable consideration, received to its full satisfaction from **LENDINGONE, LLC**, a Delaware limited liability company, having its principal place of business at 777 Yamato Road, Suite 510, Boca Raton, Florida 33431 (“Mortgagee”) does hereby give, grant, bargain, sell and convey unto the said Mortgagee, its successors and assigns forever, the following:

(A) All right, title and interest in and to those premises more commonly known as the addresses set forth on the Property Schedule attached as Exhibit 1 under “Mortgaged Properties”, which is more particularly described in Schedule A (collectively, the “Premises”), which is attached hereto and made a part hereof;



(B) TOGETHER WITH (1) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Premises, and (2) all building materials, supplies and other property stored at or delivered to the Premises or any other location for incorporation into the improvements located or to be located on the Premises, and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in or on, or attached to, and used or intended to be used in connection with, or with the operation of, or the occupancy of, the Premises, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of Mortgagor in and to such personal property which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (the “Improvements”);

(C) TOGETHER WITH (1) all estate, right, title and interest of Mortgagor, of whatever character, whether now owned or hereafter acquired, in and to (a) all streets, roads and public places, open or proposed, in front of or adjoining the Premises, and the land lying in the bed of such streets, roads and public places, and (b) all other sidewalks, alleys, ways, passages, strips and gores of land adjoining or used or intended to be used in connection with any of the property described in paragraphs (A) and (B) hereof, or any part thereof; and (2) all water courses, water rights, easements, rights-of-way and rights of use or passage, public or private, and all estates, interest, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, licenses, profits, rents, royalties, tenements, hereditaments, reversions and subreversions, remainders and subremainders and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property described in paragraphs (A) and (B) hereof, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor; and

(D) TOGETHER WITH (a) all estate, right, title and interest of Mortgagor of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in paragraphs (A), (B) and (C) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in paragraphs (A), (B) or (C) hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the property described in paragraphs (A), (B) or (C) hereof, or any part thereof; and Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquaintances therefor, and (if it so elects) to apply the same, after deducting therefrom any expenses incurred by Mortgagee in the collection and handling thereof, toward the payment of the indebtedness and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; and (b) all contract rights, general intangibles, governmental permits, licenses and approvals, actions and rights in action, including without limitation all rights to insurance proceeds and unearned premiums, arising from or relating to the property described in paragraphs (A), (B) and (C) above; and (c) all proceeds, products, replacements additions, substitutions, renewals and accessions of and to the property described in paragraphs (A), (B) and (C).

All of the property described in paragraphs (A), (B), (C) and (D) above, and each item of property therein described, is herein referred to as the “Mortgaged Property.”

TO HAVE AND TO HOLD the above granted and bargained Premises, with the appurtenances thereof, unto it, Mortgagee, its successors and assigns forever, to it and their own proper use and behoof. And also, Mortgagor does for itself, its successors and assigns forever, covenant with the said Mortgagee, its successors and assigns, that at and until the ensealing of these presents, they are well seized of the



Premises as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free and clear of all encumbrances whatsoever.

AND FURTHERMORE, Mortgagor does by these presents bind itself, its legal representatives and its successors and assigns forever to WARRANT AND DEFEND the above granted and bargained Mortgaged Property to Mortgagee, its successors and assigns, against all claims and demands whatsoever.

**THE CONDITION OF THIS MORTGAGE IS SUCH THAT:**

WHEREAS, Mortgagor is indebted to Mortgagee by virtue of a commercial loan transaction (the “Loan”) in the sum of FIFTY-THREE MILLION FOUR HUNDRED NINE THOUSAND and 00/100 Dollars (\$53,409,000) as evidenced by that certain Commercial Promissory Note in the principal amount of up to FIFTY-THREE MILLION FOUR HUNDRED NINE THOUSAND and 00/100 Dollars (\$53,409,000) (the “Note”) dated as of the date of this Mortgage executed by Mortgagor and delivered to Mortgagee, with all amounts remaining unpaid thereon being finally due and payable on June 28, 2033 (the “Maturity Date”), and which Loan is made pursuant to that certain Portfolio Loan Agreement, dated as of the date hereof, between Mortgagor and Mortgagee (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Loan Agreement”);

WHEREAS, the terms and repayment of such obligations of Mortgagor are set forth in the Note;

WHEREAS, to secure payment and performance of the indebtedness and obligations represented by the Note, Mortgagor is hereby executing this Mortgage in favor of Mortgagee, its successors and assigns forever; and

WHEREAS, Mortgagor represents and warrants that it has full power and authority to execute and deliver the Note, this Mortgage, and all other documents, agreements and instruments required of it by Mortgagee in connection with the making of the Loan (the Note, this Mortgage, and all such other documents, agreements and instruments executed and delivered by Mortgagor in connection with the Loan being sometimes collectively referred to herein as the “Loan Documents”).

NOW, THEREFORE, Mortgagor hereby covenants and agrees with Mortgagee as follows:

**ARTICLE 1. COVENANTS OF THE MORTGAGOR**

**1.1 Performances of Loan Documents.**

Mortgagor shall cause to be performed, observed and complied with all provisions hereof, of the Note and each of the Loan Documents, and will promptly pay to Mortgagee the principal, with interest thereon, and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of the Loan Documents when payment shall become due (the entire principal amount of the Note, all accrued interest thereon and all obligations and indebtedness thereunder and hereunder and under all of the Loan Documents described being referred to herein as the “Indebtedness”). This Mortgage also encumbers all obligations with respect to all future advances and other obligations that Mortgagor may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, its agents, successors and/or assigns, when such future advance or obligation is evidenced by a writing which recites that it is secured by this Mortgage.



## **1.2 General Representation, Covenants and Warranties.**

Mortgagor represents and covenants the following:

**1.2.1** Mortgagor is now able to meet its debts as they mature, the fair market value of its assets exceeds its liabilities and no bankruptcy or insolvency case or proceeding is pending or contemplated by or against the Mortgagor;

**1.2.2** All reports, statements and other data furnished by Mortgagor to Mortgagee in connection with the Loan are true, correct and complete in all material respects and do not omit to state any fact of circumstance necessary to make the statements contained therein not misleading;

**1.2.3** This Mortgage, the Note and all other Loan Documents are legal, valid and binding obligations of Mortgagor enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which Mortgagor is a party or by which Mortgagor may be bound and do not contravene any law, order, decree, rule or regulation to which Mortgagor is subject;

**1.2.4** There are no actions, suits or proceedings pending, or to the knowledge of Mortgagor threatened, against or affecting Mortgagor or any part of the Mortgaged Property;

**1.2.5** All costs arising from construction of any improvements and the purchase of all equipment located on the Mortgaged Property that have been incurred prior to the date of this Mortgage have been paid;

**1.2.6** The Mortgaged Property has frontage on, and direct access for, ingress and egress to the street(s) described in any survey submitted to Mortgagee;

**1.2.7** Electric, sewer, water facilities and any other necessary utilities are, or will be, available in sufficient capacity to service the Mortgaged Property satisfactorily during the term of the Note, and any easements necessary to the furnishing of such utility service by Mortgagor have been or will be obtained and duly recorded (evidence satisfactory to Mortgagee that all utility services required for the use, occupancy and operations of the Mortgaged Property shall be provided to Mortgagee immediately upon Mortgagee's request);

**1.2.8** There has not been, is not presently and will not in the future be any activity conducted by Mortgagor at or upon any part of the Mortgaged Property that has given or will give rise to the imposition of a lien on any part of the Mortgaged Property;

**1.2.9** Mortgagor is not in default under the terms of any instrument evidencing or securing any indebtedness of Mortgagor, and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument with the giving of notice, or the passage of time or both; and

**1.2.10** Mortgagee has legal capacity to enter into the Loan and to execute and deliver the Loan Documents, and the Loan Documents have been duly and properly executed on behalf of Mortgagor.

## **1.3 Compliance with Laws; Permits; Notice.**

Mortgagor covenants and warrants that the Mortgaged Property presently complies with and shall continue to comply with all applicable restrictive covenants, applicable zoning, wetlands and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other



applicable laws, statutes, rules, ordinances, codes, and regulations, and Mortgagor has not received any notice that Mortgaged Property is not in compliance with any such laws, statutes, rules, ordinances, codes and regulations. If Mortgagor receives notice from any federal, state or other governmental body that it is not in compliance with any such laws, statutes, rules, ordinances, codes and regulations, Mortgagor shall provide Mortgagee with a copy of such notice promptly. Mortgagor agrees to comply with all federal, state and municipal local laws, statutes, rules, ordinances, codes and regulations in connection with the construction and development of the Mortgaged Property. Mortgagor has or will obtain all licenses, permits, authorizations, consents and approvals necessary for the construction and development of the Mortgaged Property, and, to the extent the foregoing have been received, all such licenses, permits, authorizations, consents and approvals are in full force and effect and all appeal periods have expired. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the nature of the occupancy for which the Premises were intended at the time this Mortgage was executed. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Mortgaged Property without Mortgagee's prior written consent. Mortgagor warrants and represents that its use, and the use by any of its tenants, of the Mortgaged Property is in accordance and compliance with the terms and conditions of any and all rules, regulations, and laws that may be applicable to the Mortgaged Property, including, without limitation, all federal, state and local laws, ordinances, rules and regulations regarding hazardous and toxic materials and that Mortgagor shall maintain and continue such compliance and shall require and take reasonable steps to ensure its tenants' compliance with the same. Mortgagor shall maintain or shall cause their agent to maintain in its possession, available for the inspection of the Mortgagee, and shall deliver to the Mortgagee, upon five (5) business days' request, evidence of compliance with all such requirements. Mortgagor hereby indemnifies and holds Mortgagee free of and harmless from and against any and all claims, demands, damages or liabilities that Mortgagee may incur with regard thereto.

#### **1.4 Taxes and Other Charges.**

##### **1.4.1 Impositions.**

Subject to the provisions of Section 1.4.3, Mortgagor shall pay, not later than the date due, all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, license fees, all charges that may be imposed for the use of vaults, chutes, arcas and other space beyond the lot line and abutting the public sidewalks in front of or adjoining the Premises, and all other governmental levies and charges (each, an "Imposition" and collectively, the "Impositions"), of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Mortgaged Property or any part thereof, of which shall become payable with respect thereto. Mortgagor shall deliver to Mortgagee, within twenty (20) days after the due date of each payment in connection with the Impositions or any assessment for local improvements (each, an "Assessment" and collectively, the "Assessments"), the original or a true photostatic copy of the official receipt evidencing such payment or other proof of payment satisfactory to Mortgagee.

##### **1.4.2 Insurance.**

**1.4.2.1** Mortgagor shall keep all buildings erected on or to be erected on the Mortgaged Property insured against loss by fire and such other hazards as the Mortgagee may require and Mortgagor shall obtain and maintain insurance with respect to other insurable risks and coverage relating to the Mortgaged Property including, without limitation, fire builder's risk, worker's compensation, physical damages, loss of rentals or business interruption, earthquake (if applicable), and liability insurance, all such insurance to be in such sums and upon such terms and conditions as Mortgagee reasonably may require, with loss proceeds by the terms of such policies made payable to Mortgagee as its interest may appear. Mortgagor covenants that all insurance premiums shall, subject to Section 1.4.3, be paid not later than the



date on which such policy could be cancelled for non-payment. If any portion of the Mortgaged Property is in an area identified by any federal governmental authority as having special flood hazards, and flood insurance is available, a flood insurance policy meeting the current guidelines of the Federal Insurance Administration shall be in effect with a generally acceptable insurance carrier with respect to such portion of the Mortgaged Property, in an amount representing coverage not less than the least of (1) the outstanding principal balance of the Loan attributable to that portion of the Mortgaged Property, (2) the full insurable value of such Mortgaged Property, and (3) the maximum amount of insurance available under the Flood Disaster Protection Act of 1973, as amended. All such insurance policies shall contain a standard mortgagee clause naming Mortgagee and its successors and assigns as their interests may appear as beneficiary, and may not be reduced, terminated, or canceled without thirty (30) days' prior written notice to Mortgagee.

**1.4.2.2** Such insurance companies shall be duly qualified as such under the laws of the states in which the Mortgaged Property is located, duly authorized and licensed in such states to transact the applicable insurance business and to write the insurance provided, and companies whose claims paying ability is rated in the two highest rating categories by A.M. Best with respect to hazard and flood insurance. Such insurance shall in the aggregate be in amounts not less than the greater of: (i) the outstanding principal balance of the Loan, or (ii) the amount necessary to avoid the operation of any co-insurance provisions with respect to the Premises.

**1.4.2.3** All such policies shall provide for a minimum of thirty (30) days prior written cancellation notice to Mortgagee. Mortgagee, upon its request to Mortgagor, shall have the custody of all such policies and all other policies that may be procured insuring said Mortgaged Property, the same to be delivered, to Mortgagee at its office and all renewal policies to be delivered to Mortgagee at its office before the expiration of the old policies, and Mortgagor agrees that upon failure to maintain the insurance as above stipulated or to deliver said renewal policies as aforesaid, or the pay the premiums therefor, Mortgagee may, without obligation to do so, procure such insurance and pay the premiums therefor and all sums so expended shall immediately be paid by Mortgagor and unless so paid, shall be deemed part of the debt secured hereby and shall bear interest at the rate set forth in the Note, and thereupon the entire principal sum unpaid, including such sums as have been paid for premiums of insurance as aforesaid, and any and all other sums which shall be payable hereunder shall become due and payable forthwith at the option of Mortgagee, anything herein contained to the contrary notwithstanding. In case of loss and payment by any insurance company, the amount of insurance money received shall be applied either to the Indebtedness secured hereby, or in rebuilding and restoring the damaged property, as Mortgagee may elect.

**1.4.2.4** Mortgagor has not engaged in and shall not engaged in any act or omission that would impair the coverage of any such policy, the benefits of the endorsement provided for herein, or the validity and binding effect of either including, without limitation, no unlawful fee, commission, kickback, or other unlawful compensation or value of any kind has been or will be received, retained, or realized by any attorney, firm, or other person, and no such unlawful items have been received, retained, or realized by Mortgagor.

**1.4.2.5** No action, inaction, or event has occurred and no state of facts exists or has existed that has resulted or will result in the exclusion from, denial of, or defense to coverage under any applicable special hazard insurance policy or bankruptcy bond, irrespective of the cause of such failure of coverage.

### **1.4.3 Deposits for Impositions, Assessments and Insurance.**

**1.4.3.1** Unless this requirement is waived in writing by Mortgagee, or as otherwise provided in this Section, Mortgagor shall deposit with Mortgagee on the day monthly installments of principal or interest, or both, are due under the Note (or on another day designated in writing by Mortgagee), until the Indebtedness is paid in full, an additional amount estimated by Mortgagee to be sufficient to



accumulate with Mortgagee the entire sum required to pay, when due, the items marked “COLLECT” below, plus, at Mortgagee’s discretion, a contingency reserve of up to one-sixth of such estimate. Mortgagee will not initially require Mortgagor to make IAI Deposits (defined below) with respect to any items marked “DEFERRED” below:

**COLLECT** – Impositions;  
**COLLECT** – Assessments; and  
**COLLECT** – Insurance premiums in connection with the Mortgaged Property or other insurance premiums required by Mortgagee under Section 1.4.2.

The amounts deposited under the preceding sentence are collectively referred to in this Mortgage as the “IAI Deposits.” The obligations of Borrower for which the IAI Deposits are required include the Impositions, Assessments and property insurance premiums or other insurance premiums required by Mortgagee under Section 1.4.1 and Section 1.4.2, and shall at times hereunder be referred to each as an “IAI” and collectively as, the “IAIs”. The amount of the IAI Deposits shall be sufficient to enable Mortgagee to pay each IAI before the last date upon which such payment may be made without any penalty or interest charge being added. Mortgagee shall maintain records indicating how much of the monthly IAI Deposits and how much of the aggregate IAI Deposits held by Mortgagee are held for the purpose of paying the IAIs.

**1.4.3.2** IAI Deposits shall be held by Mortgagee or in a bank, credit union or other financial institution designated by Mortgagee. Mortgagee shall apply the IAI Deposits to pay IAIs so long as no Event of Default has occurred and is continuing. Unless applicable law requires, Mortgagee shall not be required to pay Mortgagor any interest, earnings or profits on the IAI Deposits. As additional security for all of Mortgagor’s obligations under this Mortgage and the other Loan Documents, Mortgagor hereby pledges and grants to Mortgagee a security interest in the IAI Deposits and all proceeds of, and all interest and dividends on, the IAI Deposits. Any amounts deposited with Mortgagee under this Section 1.4.3 shall not be trust funds, nor shall they operate to reduce the Indebtedness, unless applied by Mortgagee for that purpose under Section 1.4.3.5.

**1.4.3.3** If Mortgagee receives a bill or invoice for an IAI, Mortgagee shall pay the IAI from the IAI Deposits held by Mortgagee. Mortgagee shall have no obligation to pay any IAI to the extent it exceeds IAI Deposits then held by Mortgagee. Mortgagee may pay an IAI according to any bill, statement or estimate from the appropriate public office or insurance company without inquiring into the accuracy of the bill, statement or estimate or into the validity of the IAI.

**1.4.3.4** If at any time the amount of the IAI Deposits held by Mortgagee for payment of a specific IAI exceeds the amount reasonably deemed necessary by Mortgagee, plus at Mortgagee’s discretion, a contingency reserve of up to one-sixth of such estimate, the excess shall be credited against future installments of IAI Deposits. If at any time the amount of the IAI Deposits held by Mortgagee for payment of a specific IAI is less than the amount reasonably estimated by Mortgagee to be necessary, plus, at Mortgagee’s discretion, a contingency reserve of up to one-sixth of such estimate, Mortgagor shall pay to Mortgagee the amount of the deficiency within fifteen (15) days after notice from Mortgagee.

**1.4.3.5** If an Event of Default has occurred and is continuing, Mortgagee may apply any IAI Deposits, in any amounts and in any order as Mortgagee determines, in Mortgagee’s discretion, to pay any IAIs or as a credit against the Indebtedness. Upon payment in full of the Indebtedness, Mortgagee shall refund to Mortgagor any IAI Deposits held by Mortgagee.

**1.4.3.6** If Mortgagee does not collect an IAI Deposit with respect to an IAI either marked “DEFERRED” in Section 1.4.3.1 or pursuant to a separate written waiver by Mortgagee, then Mortgagor



must provide Mortgagee with proof of payment as set forth in Section 1.4 of each such IAI for which Mortgagee does not require collection of IAI Deposits. As more fully set forth in Section 1.4.3.8, Mortgagee may revoke its deferral or waiver and require Mortgagor to deposit with Mortgagee any or all of the IAI Deposits listed in Section 1.4.3, regardless of whether any such item is marked "DEFERRED" in such Section, upon notice to Mortgagor, (i) if Mortgagor does not timely pay any of the IAIs as required by this Mortgage, (ii) if Mortgagor fails to provide timely proof to Mortgagee of such payment as required by this Mortgage, or (iii) at any time from and after the occurrence of an Event of Default or any event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default.

**1.4.3.7** In the event of a transfer prohibited by or requiring Mortgagee's approval under Section 1.7, Mortgagee's waiver or deferral of the collection of any IAI Deposit in this Section 1.4.3 may be modified or rendered void by Mortgagee at Mortgagee's sole option and discretion by notice to Mortgagor and the transferee(s) as a condition of Mortgagee's approval of such transfer.

**1.4.3.8** Notwithstanding anything to the contrary contained in any of the Loan Documents, upon demand by Mortgagee, after failure by Mortgagor to pay any of the IAIs for which Mortgagor is not making monthly payments to Mortgagee in accordance with Section 1.4.3.1, Mortgagor shall deposit with Mortgagee on the first day of each month an amount equal to one twelfth (1/12th) of the sum of (excluding any Impositions that are being paid monthly pursuant to Section 1.4.3.1): (i) the aggregate annual payments for the Impositions; (ii) the annual insurance premiums on the policies of insurance required to be obtained and kept in force by Mortgagor under this Mortgage; and (iii) all other periodic charges (other than interest and principal under the Note) arising out of the ownership of the Mortgaged Property of any portion thereof that are or with notice or the passage of time or both will become a lien against the Mortgaged Property or any part thereof ((i), (ii), and (iii), collectively, the "Annual Payments"). Such sums will not bear interest and are subject to adjustment or additional payments in order to assure Mortgagee that it will have the full amount of any payment on hand at least one (1) month prior to its due date. Mortgagee shall hold said sums in escrow to pay said Annual Payments in the manner and to the extent permitted by law when the same become due and payable. Notwithstanding anything herein to the contrary, however, such deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Mortgagee. If the total payments made by Mortgagor to Mortgagee on account of said Annual Payments up to the time when the same become due and payable shall exceed the amount of payment for said Annual Payments actually made by Mortgagee, such excess shall be credited by Mortgagee against the next payment or payments due from Mortgagor to Mortgagee on account of said Annual Payments. If, however, said payments made by Mortgagor shall not be sufficient to pay said Annual Payments when the same become due and payable, Mortgagor agrees to promptly pay to Mortgagee the amount necessary to make up any deficiency. In case of default in the performance of any of the agreements or provisions contained in the Note, Mortgagee may, at its option, at any time after such default, apply the balance remaining of the sums accumulated, as a credit against the principal or interest of the mortgage Indebtedness, or both.

#### **1.4.4 Late Charge.**

Mortgagee may collect a late charge equal to five percent (5%) on any payment or installment due or required to be paid pursuant to the terms of this Mortgage, the Note or any other instrument, document, or agreement executed and/or delivered in connection herewith that is not paid within ten (10) days of the due date thereof, other than the final entire balance due as set forth in Section 1.5 of the Note, including unpaid principal, accrued interest, and together with all other sums due hereunder or thereunder, which if not paid in full on or before the Maturity Date, Mortgagee may collect a late charge equal to one percent (1%) of such total amount.



**1.4.5 Proof of Payment.**

Upon request of Mortgagee, Mortgagor shall deliver to Mortgagee, within twenty (20) days after the due date of any payment required in this Section 1.4, proof of payment satisfactory to Mortgagee.

**1.5 Condemnation.**

Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of, any damage or taking through condemnation, eminent domain or the like, and Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any such condemnation, taking or the like and to settle or compromise any claim in connection therewith.

**1.6 Care of Mortgaged Property; Demolition and Alternation.**

Mortgagor shall maintain the Mortgaged Property in good condition and repair, shall not commit or suffer any waste of the Mortgaged Property, and shall comply with or cause to be complied with, all statutes, laws, rules, ordinances and requirements of any governmental authority relating to the Mortgaged Property; and Mortgagor shall promptly repair, restore, replace or rebuild any part of the Mortgaged Property now or hereafter subject to the lien of this Mortgage that may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in Section 1.5. Mortgagor shall complete and pay for, within a reasonable time and in strict accordance with the related Loan Agreement, if applicable, any structure in the process of construction on the Mortgaged Property at any time during the term of the Loan; and Mortgagor shall not initiate, join in, or consent to any change in any private restrictive covenants, or private restrictions, limiting or defining the uses that may be made of the Mortgaged Property or any part thereof, without the prior written consent of Mortgagee. Mortgagor agrees that, other than in connection with the related Plans and Specifications (as defined in the Loan Agreement), if applicable, no building or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished, or materially altered, without the prior written consent of Mortgagee, except that Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of value at least equal to that of the replaced equipment and free from any title retention or security agreement or other encumbrance, and by such removal and replacement Mortgagor shall be deemed to have subjected such equipment to the lien of this Mortgage.

**1.7 Transfer and Encumbrance of Mortgaged Property.**

**1.7.1** Mortgagor, other than as to a Permitted Transfer, shall not sell, convey, transfer, suffer any type of change in title or ownership, assign or further encumber any interest in any part of the Mortgaged Property, without the prior written consent of Mortgagee. Any such sale, conveyance, transfer, pledge, assignment or encumbrance made without Mortgagee's prior written consent shall be null and void and shall constitute a default hereunder. Mortgagor shall not, without the prior written consent of Mortgagee, permit any further assignment of the rents, royalties, issues, revenues, income, profits or other benefits from the Mortgaged Property, or any part thereof, and any such assignment without the prior written consent of Mortgagee shall be null and void and shall constitute a default hereunder. Mortgagor agrees that in the event the ownership of the Mortgaged Property or any part thereof is permitted by Mortgagee to be vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal in any way with such successor or successors in interest with reference to this Mortgage and the Note and other sums hereby secured without in any way vitiating or discharging Mortgagor's liability hereunder or upon the Note and other sums hereby secured. No Sale of the Mortgaged Property and no forbearance to any person with



respect to this Mortgage and no extension to any person of the time of payment of the Note and other sums hereby secured given by Mortgagee shall operate to release, discharge, modify, change or affect the original liability of Mortgagor either in whole or in part. Mortgagor shall have the right to enter into, extend, renew, terminate or otherwise amend leases encumbering the Mortgaged Property in the ordinary course of business.

**1.7.2** If, other than as to a Permitted Transfer, Mortgagor shall sell, convey, assign or transfer all or any part of the Mortgaged Property or any interest therein or any beneficial interest in Mortgagor, or any of Mortgagor's underlying membership interests, shares of capital stock, partnership interests or any other type of equity interests, whether voting or non-voting (collectively, "Equity Interests"), without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, without demand, presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration or other notice, or any other action, all of which are hereby waived by Mortgagor and all other parties obligated in any manner on the Indebtedness to the fullest extent permitted by applicable law, declare the Indebtedness to be immediately due and payable, which option may be exercised at any time following such sale, conveyance, assignment or transfer, and upon such declaration the entire unpaid balance of the Indebtedness shall be immediately due and payable.

### **1.7.3 Permitted Transfers.**

**1.7.3.1** The restrictions contained in Sections 1.7.1 and 1.7.2 above shall not apply to any sale, conveyance, assignment or transfer of any beneficial interest in Mortgagor or any of Mortgagor's underlying Equity Interests (each, a "Permitted Transfer") (a) by will or by the laws of descent and distribution, or (b) that does not constitute a Change in Control Transaction.

**1.7.3.2** A "Change in Control Transaction" shall mean (a) (i) the sale, transfer, or other disposition of all or an amount equivalent to forty-nine percent (49%) or more of Mortgagor's, or its underlying Equity Interests', assets as determined on a consolidated basis, or (ii) the consummation of a merger or consolidation of Mortgagor with or into another entity or any other corporate reorganization or acquisition, if more than forty-nine percent (49%) of the combined voting power of the continuing or surviving entity's Equity Interests outstanding immediately after such merger, consolidation or such other reorganization is owned by persons/entities who were not Equity Interest holders of Mortgagor immediately prior to such merger, consolidation or other reorganization, which for the avoidance of doubt, shall also include, the acquisition or other transfer of the Equity Interests of Mortgagor to any person/entity who was not an Equity Interest holder of such Equity Interests immediately prior to such acquisition or transfer, other than as permitted in clause 1.7.3.1 above and (b) so long as the management, and the power to control and cause the direction of the management and policies, of Mortgagor (or any successor entity) does not materially change following any such sale, transfer, disposition, merger, consolidation, reorganization, or consolidation of any beneficial interest in Mortgagor or any of Mortgagor's underlying Equity Interests and during the remaining term of the Loan.

**1.7.3.3** Within thirty (30) days after the effectuation of each and every Permitted Transfer constituting ten percent (10%) or greater of the Equity Interests of Mortgagor, or its underlying Equity Interests, to persons/entities who were not Equity Interest holders of Mortgagor, or its underlying Equity Interests, immediately prior to such Permitted Transfer, Mortgagor shall (a) notify Mortgagee of same, and (b) provide Mortgagee copies of all underlying documentation evidencing such transaction as well as all related amendments, restatements, modifications or supplements to that certain operating agreement, bylaws or similar type of governing document of Mortgagor (or any successor entity).

**1.7.4** Mortgagor shall keep the Mortgaged Property free from mechanics' liens, materialmen's liens and encumbrances. If any prohibited lien or encumbrance is filed against the Mortgaged Property,



Mortgagor shall (a) immediately notify Mortgagee of same and (b) cause the same to be removed and discharged of record within thirty (30) days after the date of filing thereof.

**1.7.5** Mortgagor shall obtain, upon request by Mortgagee, from all persons hereafter having or acquiring any interest in or encumbrance on the Mortgaged Property or the said equipment or accessions, a writing duly acknowledged, and stating the nature and extent of such interest or encumbrance and that the same is subordinate to this Mortgage and no offsets or defenses exist in favor thereof against this Mortgage or the Note hereby secured, and deliver such writing to Mortgagee.

## **1.8 Further Assurance.**

**1.8.1** At any time and from time to time upon Mortgagee's request, Mortgagor shall make, execute/re-execute and deliver, or cause to be made, executed/re-executed and delivered, to Mortgagee and, where appropriate, shall cause to be recorded or filed, and from time to time thereafter to be re-recorded and refilled, at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such further mortgages, instruments or further assurance, certificates and such other documents, and perform such other acts and things as Mortgagee may consider necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve, the obligations of Mortgagor under the Note and this Mortgage, or lien of this Mortgage as a lien upon all of the Mortgaged Property, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so.

**1.8.2** In the event of any miscalculation, misapplication or error in payment or collections of monies at closing, Mortgagor agrees to correct the same upon request.

**1.8.3** Each request by Mortgagee pursuant to Section 1.8 shall receive reasonable cooperation and compliance by Mortgagor by execution or re-execution (as the case may be) and delivery at Mortgagee's office located in Palm Bay, Florida or such other location within the State of Delaware as Mortgagee may designate within ten (10) business days of Mortgagee's making such request.

## **1.9 Uniform Commercial Code Security Agreement and Fixture Filing.**

This Mortgage is intended to be a security agreement, financing statement, and fixture filing that is to be filed for record in the real estate records pursuant to the Uniform Commercial Code in effect from time to time in the State in which the Property is located for any of the goods specified above in this Mortgage as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code and Mortgagor hereby agrees to execute and deliver any additional financing statements covering said goods from time to time and in such form as Mortgagee may require to perfect a security interest with respect to said goods. Mortgagor shall pay all costs of filing such financing statements and renewals and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements that Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created, pursuant to the Uniform Commercial Code, any other security interest in said goods, including replacements and additions thereto. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies permitted by applicable law as to such goods.



AS IT IS RELATED HERETO:

DEBTOR IS: Alabama Area Rental Properties LLC  
790 Montclair Road, Suite 215  
Birmingham, AL 35213  
Attention: Robert F. Ashurst

SECURED PARTY IS: LendingOne, LLC  
777 Yamato Road, Suite 510  
Boca Raton, Florida 33431  
Attention: Legal

Mortgagor represents, covenants, and warrants that as of the date hereof as follows: Mortgagor's full, correct, and exact legal name is set forth immediately above in this Section 1.9. Mortgagor is an organization of the type and incorporated in, organized, or formed under the laws of the state specified in the introductory paragraph to this Mortgage. In the event of any change in name or identify of Mortgagor, Mortgagor hereby authorizes Mortgagee to file such Uniform Commercial Code forms as are necessary to maintain the priority of Mortgagee's lien upon the Mortgaged Property which may be deemed personal property or fixtures, including future replacement thereof, which serves as collateral under this Mortgage.

#### **1.10 Lease Covenants.**

Each and every covenant on the part of Mortgagor contained in any assignment of lessor's interest in leases or any assignment of rents, royalties, issues, revenues, profits, income or other benefits made collateral hereto is made an obligation of Mortgagor hereunder as if fully set forth herein.

#### **1.11 After-Acquired Property.**

To the extent permitted by and subject to applicable law, the lien of this Mortgage will automatically attach, without further act, to all after-acquired property located in, on, or attached to, or used, or intended to be used, in connection with, or with the renovation of, the Mortgaged Property or any part thereof; provided, however, that, upon request of Mortgagee, Mortgagor shall execute and deliver such instrument or instruments as shall reasonably be requested by Mortgagee to confirm such lien, and Mortgagor hereby appoints Mortgagee its attorney-in-fact to execute all such instruments, which power is coupled with an interest and is irrevocable.

#### **1.12 Expenses.**

Unless otherwise agreed in writing, Mortgagor will pay when due and payable all origination fees, application fees, underwriting fees, document preparation and title review fees, appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title policy fees, escrow fees, attorney's fees, court costs, fees of inspecting architect(s) and engineers(s) and all other costs and expenses of every character assessed by Mortgagee against Mortgagor, have been reasonably incurred or which may hereafter be reasonably incurred by Mortgagee in connection with: (a) the preparation and execution of the Loan Documents; (b) the closing and funding of the Loan; (c) in the event of Event of Default occurs hereunder or under the Note or any other Loan Documents, all costs, fees and expenses, including, without limitation, all reasonable attorney's fees in connection with the enforcement under the Note or foreclosure under this Mortgage, preparation for enforcement of this Mortgage or any other Loan Documents, whether or not suit or other action is actually commenced or undertaken; (d) enforcement of this Mortgage or any other Loan Documents; (e) court or administrative proceedings of any kind of which Mortgagee may be a party, either as plaintiff or defendant, by reason of the Note, the Mortgage or any other Loan Documents; (f) preparation



for and actions taken in connection with Mortgagee's taking possession of the Mortgaged Property; (g) negotiations with Mortgagor, its beneficiary, or any of its agents in connection with the existence or cure of any Event of Default or default; (h) any proposal for refinancing by Mortgagor or any other person or entity of the debt secured hereby; (i) the transfer of the Mortgaged Property in lieu of foreclosure; (j) inspection of the Mortgaged Property pursuant to Section 1.15; (k) the approval by Mortgagee of actions taken or proposed to be taken by Mortgagor, its beneficiary, or other person or entity which approval is required by the terms of this Mortgage or any other Loan Documents; and (l) for all other fees due and owing by Mortgagor to Mortgagee in connection with the Loan and will indemnify and holds harmless Mortgagee from and against, and reimburse it for, the same and for all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, attorney's fees) that may be imposed upon, asserted against, or incurred or paid by it by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Mortgaged Property through any cause whatsoever or asserted against it on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Mortgaged Property, or with this Mortgage or the Indebtedness not attributable to the gross negligence or willful misconduct of Mortgagee.

#### **1.13 Mortgagee's Performance of Defaults.**

If Mortgagor defaults in the payment of any tax, Assessment, encumbrance or other Imposition or IAI, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition, agreement or term in this Mortgage, the Note or in any other Loan Documents, Mortgagee may, without obligation to do so, to preserve its interest in the Mortgaged Property, perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by Mortgagee in connection therewith shall become due and payable immediately. The amounts so incurred or paid by Mortgagee, together with interest thereon at the default rate, as provided in the Note, from the date incurred until paid by Mortgagor, shall be added to the Indebtedness and secured by the lien of this Mortgage to the extent permitted by law. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition, agreement or term, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

#### **1.14 Financial Statements, Books and Records.**

Mortgagor will furnish to Mortgagee, within thirty (30) days after a request therefor but not more than twice in any calendar year unless there is an Event of Default, a detailed statement in writing, covering the period of time specified in such request, showing all income derived from the operation of the Mortgaged Property, and all disbursements made in connection therewith, and containing a list of the names of all tenants and occupants of the Mortgaged Property, the portion or portions of the Mortgaged Property occupied by each such tenant and occupant, the rent and other charges payable under the terms of their leases or other agreements and the period covered by such leases or other agreements.

#### **1.15 Inspection.**

Mortgagee, and any persons authorized by Mortgagee, shall have the right, at Mortgagee's option, to enter and inspect the Premises at any reasonable time and upon reasonable notice during the term of the Loan in conformance with applicable law, including, but not limited to, providing any required notice to current tenants residing on the Premises. Mortgagor shall pay any professional fees and expenses, which may be incurred by Mortgagee in connection with such inspection.



**1.16 Intentionally Omitted.****1.17 Inapplicability of Homestead.**

The Loan is a commercial loan and, therefore, any homestead exemptions are inapplicable to the Mortgagor and in the Mortgaged Property.

**1.18 Intentionally omitted.****1.19 Future Advances.**

This Mortgage is given for the specific purpose of securing any and all Indebtedness of Mortgagor to Mortgagee in whatever manner such Indebtedness may be evidenced or represented, until this Mortgage is satisfied of record, as well as all future advances made in connection with the Loan, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured Indebtedness shall not exceed at any time the maximum principal sum equal to ten (10) times the amount originally secured, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the Premises, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other Note secured by this Mortgage. All covenants and agreements contained in this Mortgage shall be applicable to all future advances made by Mortgagee to Mortgagor under this future advance clause. Mortgagee shall be under no obligation to make, or cause to be made, any such future advance, and all such future advances shall be at the sole and absolute discretion of Mortgagee.

**1.20 Cross-Default and Cross-Collateralized.**

Mortgagor hereby acknowledges and agrees an event of default under the terms and conditions of any other loans, obligations, liabilities, or indebtedness of Mortgagor (whether now existing or hereafter arising) with Mortgagee, including its successors and assigns, shall, at Mortgagee's sole option, constitute an Event of Default under this Mortgage and a default under the terms and conditions of the Note. An Event of Default under this Mortgage shall, at Mortgagee's option, constitute an event of default under the terms and conditions of any other loans, obligations, liabilities, or indebtedness of Mortgagor (whether now existing or hereafter arising) with Mortgagee, including its successors and assigns.

**ARTICLE 2. DEFAULTS**

The term "Event of Default" or "default" wherever used in this Mortgage, shall mean any one or more of the following events:

**2.1** Failure by Mortgagor to pay any installment of principal and/or interest under the Note or other charges due under the Note within five (5) days after the same becomes due and payable;

**2.2** The occurrence of an "Event of Default" under the Note or any other Loan Documents;

**2.3** Failure by Mortgagor to observe or perform, or upon any default (and failure to timely cure) in, any other covenants, agreements or provisions herein, in the Note, or in any other Loan Documents;



- 2.4** Cancellation of the automated payments (ACH) transfer setup related to Mortgagor's payment of any installment of principal and/or interest under the Note pursuant to that certain Automated Payments (ACH) Authorization Form dated of even date herewith;
- 2.5** Failure by Mortgagor to pay any Imposition, Assessment or other utility charges on or lien against the Mortgaged Property;
- 2.6** Failure by Mortgagor to keep in force the insurance required in this Mortgage;
- 2.7** Failure by Mortgagor to either deliver or maintain the policies of insurance described in this Mortgage or to pay the premiums for such insurance as provided herein;
- 2.8** Failure by Mortgagor to pay any installment of any Assessment for local improvements for which an official bill has been issued by the appropriate authorities and that may now or hereafter affect the Mortgaged Property;
- 2.9** Failure by Mortgagor to pay any other IAI against the Mortgaged Property required to be under this Mortgage;
- 2.10** The actual or threatened waste, removal or demolition of, or material alteration to, any part of the Mortgaged Property, except as permitted herein;
- 2.11** The vesting of title, or any sale, conveyance, transfer, assignment or further encumbrance in any manner whatsoever of any interest in the Mortgaged Property, or any part thereof, in or to anyone other than the present owner, or any change in title or ownership of the Mortgaged Property, or any part thereof, without the prior written consent of Mortgagee;
- 2.12** All or a material portion of the Mortgaged Property being taken through condemnation, eminent domain, or any other taking such that Mortgagee has a good faith basis to believe that the remaining portion of the Mortgaged Property is insufficient to satisfy the outstanding balance of the Note, or the value of the Mortgaged Property being impaired by condemnation, eminent domain or any other taking, (which term when used herein shall include, but not be limited to, any damage or taking by any governmental authority or any other authority authorized by the laws of any state or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily for a period in excess of thirty (30) days, or permanently;
- 2.13** Any sale, conveyance, assignment or transfer of any beneficial interest in Mortgagor or any of Mortgagor's underlying Equity Interests that does not constitute a Permitted Transfer, or the dissolution of Mortgagor or the death of any guarantor of the Note ("Guarantor"); provided, however, that the death of a Guarantor shall not be deemed an Event of Default so long as, within one hundred twenty (120) days after such event, one or more substitute guarantors acceptable to Mortgagee shall have executed a replacement guaranty substantially the form of that certain Guaranty dated of even date herewith delivered by such Guarantor in connection with the Loan.
- 2.14** Any representation or warranty of Mortgagor or any Guarantor made herein or in any such guaranty or in any certificate, report, financial statement, or other instrument furnished in connection with the making of the Note, the Mortgage or any such guaranty, shall prove materially false or misleading in any material respect;



**2.15** Mortgagor makes or takes any action to make a general assignment for the benefit of its creditors or becomes insolvent or has a receiver, custodian, trustee in bankruptcy, or conservator appointed for it or for substantially all or any of its assets;

**2.16** Mortgagor files, or becomes the subject of, a petition in bankruptcy, or upon the commencement of any proceeding or action under any bankruptcy laws, insolvency laws, relief of debtors laws, or any other similar law affecting Mortgagor; provided however, that Mortgagor shall have sixty (60) days from the filing of any involuntary petition in bankruptcy to have the same discharged and dismissed;

**2.17** The Mortgaged Property becomes subject to (1) any tax lien which is superior to the lien of the Mortgage, other than a lien for local real estate taxes and assessments not due and payable or (2) any mechanic's, materialman's, or other lien that is, or is asserted to be, superior to the lien of the Mortgage and such lien shall remain undischarged for sixty (60) days;

**2.18** Mortgagor fails to promptly cure within a reasonable time any violations of laws or ordinances affecting or that may be interpreted to affect the Mortgaged Property; and

**2.19** In the event of any material adverse change in the financial condition of Mortgagor that results in Mortgagor's inability to pay its debts as they come due, as determined by Mortgagee in its sole reasonable discretion.

Notwithstanding the foregoing, if Mortgagor shall fail to comply with any agreement, term, covenant, or condition of this Agreement, the Note, or any of the other Loan Documents, other than a default in the payment of monies due and payable to Mortgagee, then an Event of Default shall not be deemed to have occurred solely for the purpose of triggering the accrual of default interest on the unpaid principal balance of the Loan as set forth in Section 8 of the Note, and Mortgagee shall not exercise its rights of complying with any such agreement, term, covenant or condition on behalf or in the name of the Mortgagor, unless such default shall have continued for at least thirty (30) days after Mortgagor's receipt of notice thereof and demand to cure from Mortgagee; provided, however, that in the case of any such non-monetary default which is susceptible to cure but cannot be cured through the exercise of reasonable diligence within thirty (30) days of receipt of notice of such non-monetary default, if Mortgagor commences such cure within the initial thirty (30) day period and diligently prosecutes same to completion, then such period of thirty (30) days shall be extended for such additional period of time as may be reasonably necessary to cure the same as approved by Mortgagee in its sole reasonable discretion.

### **ARTICLE 3. REMEDIES**

In the event that an Event of Default or default shall have occurred, the remedies available to Mortgagee include, but are not limited to, any and all rights and remedies available hereunder or the Note or any other Loan Document, any and all rights and remedies available at law, in equity or by statute. Without limiting the foregoing, the rights and remedies available to Mortgagee shall include, but not be limited to, any one or more of the following:

#### **3.1 Acceleration of Maturity.**

If an Event of Default shall have occurred, Mortgagee may, at its option, declare, upon thirty (30) days' written demand and notice, all of the outstanding Indebtedness to be due and payable immediately, and upon such declaration such Indebtedness shall immediately become and be due and payable without any further demand or notice, unless the applicable notice requirements of the State and County in which the Property is located or other municipality provides otherwise. If Mortgagee shall be required under such applicable state, county or other municipal law to provide certain notice to Mortgagor prior to acceleration



of the outstanding Indebtedness, then Mortgagee shall provide such notice to Mortgagor in the manner and substance in conformance with all such applicable law. If Mortgagee provides such notice to Mortgagor and if the default is not cured on or before the date specified in the notice, then Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage without further demand, may foreclose this Mortgage by judicial proceeding and may invoke any other remedies set forth herein and permitted by applicable state, county or other municipal law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Article 3, including, but not limited to, reasonable attorney's fees and costs of title evidence.

### **3.2 Mortgagee's Right to Enter and Take Possession.**

If an Event of Default shall have occurred, Mortgagor, upon demand on Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Mortgaged Property and Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of the Mortgaged Property, collect and receive the rents and income therefrom, and to apply so much of said rents and income as may be required in the necessary expenses of running said Premises, including reasonable attorney's fees, management agent's fees, and if Mortgagee manages the Premises with its own employees, an amount equal to the customary management agent's fees charged for similar property in the area where the Premises are located, and to apply the balance of said rents and income to the payment of the amounts due upon said Note, or in payment of taxes assessed against the Premises, or both. And for this purpose, and in case of such default, the Mortgagor hereby assigns, transfers, and sets over to the Mortgagee the rents and income accruing from said Premises. Nothing contained in the foregoing provisions shall impair or affect any right or remedy that the Mortgagee might now or hereafter have, were it not for such provisions, but the rights herein given shall be in addition to any others which Mortgagee may have hereunder.

### **3.3 Receiver.**

If an Event of Default shall have occurred, Mortgagee, to the extent permitted by law and without regard to the value or occupancy of the security, shall be entitled to apply for the appointment of a receiver of the rents and profit of the Mortgaged Property without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Mortgaged Property as security for the amounts due Mortgagee, or the solvency of any person or limited liability company liable for the payment of such amounts.

### **3.4 Waiver of Appraisalment, Valuation, Stay, Exemption, and Redemption Laws, etc.; Marshaling.**

Mortgagor agrees to the full extent permitted by law that after an Event of Default neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, exemption, moratorium, or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Mortgagor, for itself all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, any and all right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure hereof.

### **3.5 Suits to Protect the Property.**

Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable in order to (a) prevent any impairment of the Mortgaged Property, (b) foreclose this Mortgage, (c) preserve and protect its interest in the Mortgaged Property, and (d) to restrain the enforcement of, or compliance with, any legislation or other governmental enactment, rule, or order that



may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

### **3.6 Proofs of Claim.**

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial case or proceedings affecting Mortgagor, its creditors or its property, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such case or proceeding for the entire Indebtedness at the date of institution of such case or proceeding, and for any additional amounts that may become due and payable by Mortgagor after such date.

### **3.7 Application of Monies by Mortgagee.**

After the occurrence of an Event of Default, any monies collected or received by Mortgagee shall be applied in such priority as Mortgagee may determine in its sole and absolute discretion, to such matters including, but not limited to, the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Mortgagee, to IAI Deposits and any other deposits for Impositions and insurance and insurance premiums due, to the cost of insurance, Impositions, Assessments, other IAIs and other charges and to the payment of the Indebtedness.

### **3.8 No Waiver.**

Notwithstanding any course of dealing or course of performance, neither failure nor delay on the part of Mortgagee to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right; power, or privilege.

### **3.9 No Waiver of One Default to Affect Another.**

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. If Mortgagee (a) grants forbearance or an extension of time for the payment of any of the Indebtedness; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note, this Mortgage or any other of the Loan Documents; (d) releases any part of the Mortgaged Property from the lien of this Mortgage or any other Loan Documents or releases any party liable under the Note; (e) consents to the filing of any map, plat or replat of the Premises; (f) consents to the granting of any easement on the Premises; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under this Mortgage or otherwise of Mortgagor, or any subsequent purchaser of the Mortgaged Property or any part thereof or any maker, co-signor, endorser, surety or guarantor. No such act or omission shall preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee, shall the lien of this Mortgage be altered thereby.

### **3.10 Remedies Cumulative.**

No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other Loan Documents is exclusive of any other right, power and remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right,



power and remedy given hereunder or under the Note or any other Loan Documents, or now or hereafter existing at law, in equity or by statute.

### **3.11 Interest after Event of Default; Default Rate.**

If an Event of Default shall have occurred, all sums outstanding and unpaid under the Note and this Mortgage shall, at Mortgagee's option, bear interest at the default rate set forth in the Note.

## **ARTICLE 4. MISCELLANEOUS PROVISIONS**

### **4.1 Heirs, Successors and Assigns Included in Parties.**

Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not.

### **4.2 Addresses for Notices, etc.**

**4.2.1** Any notice, report, demand or other instrument authorized or required to be given or furnished under this Mortgage shall be in writing, signed by the party giving or making the same, and shall be sent by certified mail, return receipt requested, as follows:

|                   |                                                                                                                             |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>MORTGAGOR:</b> | Alabama Area Rental Properties LLC<br>790 Montclair Road, Suite 215<br>Birmingham, AL 35213<br>Attention: Robert F. Ashurst |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------|

|                 |                                                                                                                               |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>Copy to:</b> | Phelps Dunbar LLP<br>2001 Park Place<br>Renasant Place, Suite 700<br>Birmingham, AL 35203<br>Attn: Christopher P. Couch, Esq. |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------|

|                   |                                                                                                |
|-------------------|------------------------------------------------------------------------------------------------|
| <b>MORTGAGEE:</b> | LendingOne, LLC<br>777 Yamato Road, Suite 510<br>Boca Raton, Florida 33431<br>Attention: Legal |
|-------------------|------------------------------------------------------------------------------------------------|

**4.2.2** Either party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.

### **4.3 Headings.**

The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are convenience of reference only, are not to be considered a part hereof and shall not limit or expand or otherwise affect any of the terms hereof.

### **4.4 Provisions Subject to Applicable Laws; Severability.**



All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid or unenforceable. In the event that any of the covenants agreements, terms or provisions contained in the Note, or in this Mortgage or in any other Loan Documents shall be deemed invalid, illegal or unenforceable in any respect by a court with appropriate jurisdiction, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

#### **4.5 Modification.**

This Mortgage, the Note, and all other Indebtedness are subject to modification; provided, however, neither this Mortgage, nor any term hereof, may be changed, waived, discharged or terminated orally or by any action or inaction, and solely may be made by an instrument in writing signed by the parties hereto.

#### **4.6 Governing Law.**

WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS MORTGAGE, THIS MORTGAGE SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION), IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION) SHALL GOVERN ALL MATTERS RELATING TO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER.

#### **4.7 Prejudgment Remedies.**

MORTGAGOR HEREBY REPRESENTS, COVENANTS, AND AGREES THAT THE PROCEEDS OF THE LOAN SECURED BY THIS MORTGAGE, AND EVIDENCED BY THE NOTE AND LOAN AGREEMENT, IF APPLICABLE, SHALL BE USED FOR GENERAL COMMERCIAL PURPOSES AND THAT SUCH LOAN IS A "COMMERCIAL TRANSACTION" AS DEFINED BY THE STATUTES OF THE STATE IN WHICH THE PROPERTY IS LOCATED. MORTGAGOR HEREBY WAIVES SUCH RIGHTS AS IT MAY HAVE TO NOTICE AND/OR HEARING UNDER ANY APPLICABLE FEDERAL OR STATE LAWS PERTAINING TO THE EXERCISE BY MORTGAGEE OF SUCH RIGHTS AS MORTGAGEE MAY HAVE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK PREJUDGMENT REMEDIES AND/OR TO DEPRIVE MORTGAGOR OF OR AFFECT THE USE OF OR POSSESSION OR ENJOYMENT OF MORTGAGOR'S PROPERTY PRIOR TO THE RENDITION OF A FINAL JUDGMENT AGAINST MORTGAGOR. MORTGAGOR FURTHER WAIVES ANY RIGHT IT MAY HAVE TO REQUIRE THE MORTGAGEE TO PROVIDE A BOND OR OTHER SECURITY AS A PRECONDITION TO OR IN CONNECTION WITH ANY PREJUDGMENT REMEDY SOUGHT BY MORTGAGEE, AND WAIVES ANY OBJECTION TO THE ISSUANCE OF SUCH PREJUDGMENT REMEDY BASED ON ANY OFFSETS, CLAIMS, DEFENSES, OR COUNTERCLAIMS TO ANY ACTION BROUGHT BY MORTGAGEE. FURTHER, MORTGAGOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL PRESENT AND FUTURE VALUATION, APPRAISAL, HOMESTEAD, EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS.



#### **4.8 Effects of Changes and Laws Regarding Taxation.**

In the event of an enactment of any law deducting from the value of the Mortgaged Property any Mortgage lien thereon, or imposing upon Mortgagee the payment of any or part of the Impositions, charges, or Assessments previously paid by Mortgagor pursuant to this Mortgage, or change in the law relating to the taxation of mortgages, debts secured by mortgages or Mortgagee's interest in the Mortgaged Property so as to impose new incidents of taxes of Mortgagee, then Mortgagor shall pay such Impositions or Assessments or shall reimburse Mortgagee therefor; provided that, however, if in the opinion of counsel to Mortgagee such payment cannot lawfully be made by Mortgagor, then Mortgagee may, at Mortgagee's option, declare, upon thirty (30) days prior written demand and notice to Mortgagor, all of the sums secured by this Mortgage to be immediately due and payable, and Mortgagee may invoke any remedies permitted by applicable law.

#### **4.9 Purpose of Loan.**

Mortgagor represents and warrants that the proceeds from this Loan are to be used solely for business and commercial purposes and not at all for any personal, family, household, or other noncommercial or farming or agricultural purposes. Mortgagor acknowledges that Mortgagee has made this Loan to Mortgagor in reliance upon the above representation. Said representation will survive the closing and repayment of the Loan.

#### **4.10 Duplicate Originals.**

This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

#### **4.11 Usury Laws.**

This Mortgage, the Note, and the other Loan Documents are subject to the express condition that at no time shall Mortgagor be obligated or required to pay interest on the debt at a rate that could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate permitted by applicable law. If, by the terms of this Mortgage, the Note, or any other Loan Documents, Mortgagor is at any time required or obligated to pay interest on the debt at a rate in excess of such maximum rate, the rate of interest under the same shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.

#### **4.12 Construction.**

This Mortgage and the Note shall be construed without regard to any presumption or other rule requiring construction against the party causing this Mortgage and the Note to be drafted.

#### **4.13 Sale of Loan Documents.**

Mortgagee shall have the right to do any or all of the following at any time without prior notice to or the consent of Mortgagor or Guarantor: (a) to sell, transfer, pledge or assign any or all of Loan Documents, or any or all servicing rights with respect thereto; (b) to sell, transfer, pledge or assign participations in the Loan Documents ("Participations"); and (c) to issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the "Securities"). Mortgagee is authorized to forward or disclose to each purchaser, transferee, assignee,



servicer, participant, or investor in such Participations or Securities (collectively, the “Investor”) or any Rating Agency rating such Securities, each prospective Investor, and any organization maintaining databases on the underwriting and performance of commercial mortgage loans, all documents and information which Mortgagee now has or may hereafter acquire relating to the Loan and to Mortgagor or any Guarantor as Mortgagee determines to be necessary or desirable. Upon Mortgagee’s request, Mortgagor shall reasonably cooperate with Mortgagee in connection with any of the transactions contemplated by this Section. Notwithstanding anything to the contrary contained in this Mortgage or any of the other Loan Documents, from and after the date of any sale, transfer or assignment of the Note and other Loan Documents by Mortgagee, any cross-default provision contained herein or in any other loan Documents shall terminate and shall be of no further force or effect.

#### **4.14 Release and Mortgage.**

If all of Mortgagor’s obligations under the Loan Documents are paid in full in accordance with the terms of the Loan Documents and all amounts due under the Mortgage and accompanying Loan Documents are paid in full, no Default then exists hereunder and no Event of Default then exists under any other Loan Document, and if Mortgagor shall well and truly perform all of Mortgagor’s covenants contained herein, then this conveyance shall become null and void and be released, and the Mortgaged Property shall be released to Mortgagor, at Mortgagor’s request and expense. Mortgagor shall pay any recordation costs. Mortgagee may charge Mortgagor a fee for releasing this Mortgage, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

#### **4.15 Entire Agreement.**

This Mortgage, together with the other Loan Documents executed in connection herewith, constitutes the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior proposals, negotiations, agreements, and understandings relating to such subject matter. In entering into this Mortgage, Mortgagor acknowledge that it is not relying on any representation, warranty, covenant, promise, assurance, or other statement of any kind made by Mortgagee or by any employee or agent of Mortgagee.

#### **4.16 Post-Closing Compliance.**

Mortgagor agrees, at the request of Mortgagee, to fully cooperate and adjust for clerical errors, omissions, mistakes, or corrections required on this Mortgage or any other Loan Documents if deemed necessary or desirable in the sole discretion of Mortgagee. Mortgagor does hereby so agree and covenant in order to ensure that this Mortgage and all other the Loan Documents will conform and be acceptable in the instance of enforcement, transfer, sale or conveyance by Mortgagee or its interest in and to said Loan documentation.

#### **4.17 State Specific Provisions.**

##### **4.17.1 Principles of Construction.**

In the event of any inconsistencies between the terms and conditions of this Section 4.17 and the terms and conditions of this Mortgage, the terms and conditions of this Section 4.17 shall control and be binding.



**4.17.2 Default; Acceleration; Remedies.**

**4.17.2.1** If an Event of Default has occurred and is continuing, Lender, at its option, may declare the Indebtedness to be immediately due and payable without further demand, and may either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (i) to enforce payment of the Loan; (ii) to foreclose this Mortgage judicially or non-judicially; (iii) to enforce or exercise any right under any Loan Document; and (iv) to pursue any one (1) or more other remedies provided in this Mortgage or in any other Loan Document or otherwise afforded by applicable federal, state, and local laws, ordinances, rules and regulations. Each right and remedy provided in this Mortgage or any other Loan Document is distinct from all other rights or remedies under this Mortgage or any other Loan Document or otherwise afforded by applicable federal, state, and local laws, ordinances, rules and regulations, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order. Mortgagor has the right to bring an action to assert the nonexistence of an Event of Default or any other defense of Mortgagor to acceleration and sale.

**4.17.2.2** Mortgagee specifically reserves the right to pursue statutory foreclosure of Mortgagor's rights under this Mortgage pursuant to Alabama law, or, alternatively, to pursue judicial foreclosure of all of Mortgagor's rights under this Mortgage. No remedy shall be deemed exclusive, and pursuit of one (1) remedy shall not be deemed an irrevocable election. In particular, Mortgagee may pursue statutory foreclosure and abandon that remedy before completion and proceed to foreclosure judicially. In connection with any sale made under or by virtue of this Mortgage, the whole of the Mortgaged Property may be sold in one (1) parcel as an entirety or in separate lots or parcels at the same or different times, all as Lender may determine in its sole discretion. Mortgagee shall have the right to become the purchaser at any such sale. In the event of any such sale, the outstanding principal amount of the Loan and the other Indebtedness, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. If the Mortgaged Property is sold for an amount less than the amount outstanding under the Indebtedness, the deficiency shall be determined by the purchase price at the sale or sales. To the extent not prohibited by applicable federal, state, and local laws, ordinances, rules and regulations, Mortgagor waives all rights, claims, and defenses with respect to Lender's ability to obtain a deficiency judgment.

**4.17.2.3** Mortgagor acknowledges and agrees that the proceeds of any sale shall be applied as determined by Mortgagee unless otherwise required by applicable federal, state, and local laws, ordinances, rules and regulations.



**4.17.2.4** In connection with the exercise of Mortgagee's rights and remedies under this Mortgage and any other Loan Document, there shall be allowed and included as Indebtedness: (i) all expenditures and expenses authorized by applicable federal, state, and local laws, ordinances, rules and regulations and all other expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable legal fees, appraisal fees, outlays for documentary and expert evidence, stenographic charges and publication costs; (ii) all expenses of any environmental site assessments, environmental audits, environmental remediation costs, appraisals, surveys, engineering studies, wetlands delineations, flood plain studies, and any other similar testing or investigation deemed necessary or advisable by Lender incurred in preparation for, contemplation of or in connection with the exercise of Lender's rights and remedies under the Loan Documents; and (iii) costs (which may be reasonably estimated as to items to be expended in connection with the exercise of Lender's rights and remedies under the Loan Documents), of procuring all abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Lender may deem reasonably necessary either to prosecute any suit or to evidence the true conditions of the title to or the value of the Mortgaged Property to bidders at any sale which may be held in connection with the exercise of Lender's rights and remedies under the Loan Documents. All expenditures and expenses of the nature mentioned in this Section, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property and rents and income therefrom and the maintenance of the lien of this Security Instrument, including the fees of any attorney employed by Lender in any litigation or proceedings affecting this Security Instrument, the Note, the other Loan Documents, or the Mortgaged Property, including bankruptcy proceedings, any foreclosure, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness and shall be immediately due and payable by Borrower, with interest thereon at the Default Rate until paid.

**4.17.2.5** Any action taken by Lender pursuant to the provisions of this Section shall comply with the laws of the jurisdiction in which the Mortgaged Property is located. Such Applicable Laws shall take precedence over the provisions of this Section, but shall not invalidate or render unenforceable any other provision of any Loan Document that can be construed in a manner consistent with any applicable federal, state, and local laws, ordinances, rules and regulations. If any provision of this Security Instrument shall grant to Lender (including Lender acting as a mortgagee-in-possession), or a receiver appointed pursuant to the provisions of this Security Instrument any powers, rights or remedies prior to, upon, during the continuance of or following an Event of Default that are more limited than the powers, rights, or remedies that would otherwise be vested in such party under any applicable federal, state, and local laws, ordinances, rules and regulations in the absence of said provision, such party shall be vested with the powers, rights, and remedies granted in such applicable federal, state, and local laws, ordinances, rules and regulations to the full extent permitted by law.

### **4.17.3 Waiver of Redemption; Rights of Tenants.**

Borrower hereby covenants and agrees that it will not at any time apply for, insist upon, plead, avail itself, or in any manner claim or take any advantage of, any appraisement, stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter enacted or in force in order to prevent or hinder the enforcement or foreclosure of this Security Instrument. Without limiting the foregoing:

**4.17.3.1** Borrower, for itself and all Persons who may claim by, through or under Borrower, hereby expressly waives any so-called "Moratorium Law" and any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Security Instrument, it being the intent hercof that any and all such "Moratorium Laws", and all rights of reinstatement and redemption of Borrower and of all other Persons claiming by, through or under Borrower are and shall be deemed to be hereby waived to the fullest extent permitted by the laws of Alabama;



**4.17.3.2** Borrower shall not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to Lender but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

**4.17.3.3** if Borrower is a trust, Borrower represents that the provisions of this Section (including the waiver of reinstatement and redemption rights) were made at the express direction of Borrower's beneficiaries and the persons having the power of direction over Borrower, and are made on behalf of the trust estate of Borrower and all beneficiaries of Borrower, as well as all other persons mentioned above.

Lender shall have the right to foreclose subject to the rights of any tenant or tenants of the Mortgaged Property having an interest in the Mortgaged Property prior to that of Lender. The failure to join any such tenant or tenants of the Mortgaged Property as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Borrower as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Mortgaged Property, any statute or rule of law at any time existing to the contrary notwithstanding.

#### **4.17.4 Release.**

Upon payment in full of the Indebtedness, Lender shall cause the release of this Security Instrument. As permitted by Alabama law, Borrower shall pay Lender's costs incurred in connection with such release.

#### **4.17.5 Assignment of Rents.**

This assignment of Rents is to be effective to create a present security interest in existing and future Rents of the Mortgaged Property under Alabama law.

#### **4.17.6 Waiver of Right of Offset.**

No portion of the Indebtedness secured by this Security Instrument shall be or be deemed to be offset or compensated by all or any part of any claim, cause of action, counterclaim, or cross-claim, whether liquidated or unliquidated, that Borrower may have or claim to have against Lender. Borrower hereby waives, to the fullest extent permitted by governmental requirements, the benefits of any rights to offset under Alabama law.

### **ARTICLE 5. ADDITIONAL SECURITY AND RELEASES**

#### **5.1 Additional Security – Obligations Secured by Additional Security Instruments.**

In addition to the obligations secured by this Mortgage and described as obligations herein, this Mortgage shall also secure the payment and performance of all obligations secured by one or more additional Commercial Mortgages, Deeds of Trusts, or Security Deeds made by Mortgagor for the benefit of Mortgagee dated as of the date hereof (each, an "Additional Security Instrument") with respect to the properties more commonly known as the addresses set forth on the Property Schedule attached as Exhibit 1 under "Additional Secured Properties."



## **5.2 Secured Payment and Performance.**

In addition to the obligations secured by each Additional Security Instrument, each Additional Security Instrument shall also secure the payment and performance of all obligations secured by this Mortgage.

## **5.3 Cross Default.**

An Event of Default under any Additional Security Instrument, as defined therein, shall, at Mortgagee's option, constitute an Event of Default under this Mortgage. An Event of Default under this Mortgage shall, at Mortgagee's option, constitute an Event of Default any Additional Security Instrument.

## **5.4 Waiver of Marshalling.**

Mortgagor waives all rights to have all or part of the Mortgaged Property described in this Mortgage and/or each Additional Security Instrument marshalled upon any foreclosure of this Mortgage or foreclosure any Additional Security Instrument. Mortgagee shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Property described in any of said Mortgages as a whole or in separate parcels, in any order that Mortgagee may designate. Mortgagor makes this waiver for itself, for all persons and entities claiming through or under Mortgagor and for persons and entities who may acquire a lien or security interest on all or any part of the Property described in either of said Mortgages, or on any interest therein.

## **5.5 Additional Representations and Warranties of Mortgagor.**

**5.5.1** Mortgagor represents and warrants that the lien of each Additional Security Instrument is a first lien on each of property described therein and covered thereby and that the provisions of this Mortgage will not cause intervening liens to become prior to the lien of any Additional Security Instrument. If any intervening lien exists or hereafter arises, Mortgagor shall cause the same to be released or subordinated to the lien each Additional Security Instrument, without limiting any other right or remedy available to Mortgagee.

**5.5.2** Mortgagor further warrants that Mortgagor has no legal or equitable claim against any Mortgagor named in any Additional Security Instrument which would be prior to the lien of any such Additional Security Instrument, or which would entitle Mortgagor to a judgment entitling Mortgagor to an equitable lien on all or any portion of that property prior in lien to any such Additional Security Instrument.

**5.5.3** Except as supplemented and/or modified by this Mortgage, all of the terms, covenants and conditions of each Additional Security Instrument and the other loan documents executed in connection therewith shall remain in full force and effect.

**5.5.4** Mortgagor and Mortgagee acknowledge and agree that: this Mortgage shall constitute a lien or charge upon only that property described herein as the "Mortgaged Property;" and each Additional Security Instrument shall, as applicable, constitute liens or charges upon only that related property described therein as the "Mortgaged Property," "Property," or the "Premises," as applicable.

## **5.6 Releases/Partial Reconveyances.**

**5.6.1** Mortgagor shall have the right to a release or partial reconveyances of the Mortgaged Property in accordance with the terms and conditions set forth in the Loan Agreement.



**5.6.2** This Mortgage can be released from the lien each Additional Security Instrument pursuant to the terms and conditions of Section 6.17 of the Loan Agreement.

**NOW, THEREFORE**, if the Note and any Indebtedness, secured by this Mortgage shall be well and truly paid according to their tenor and if all the terms, covenants, conditions, and agreements of Mortgagor contained herein and in the Note and Loan Documents, shall be fully and faithfully performed, observed, and complied with, then this Mortgage deed shall be void, but shall otherwise remain in full force and effect.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*



**IN WITNESS WHEREOF**, this Mortgage has been duly executed by Mortgagor as of the date first above written.

**MORTGAGOR:**

**ALABAMA AREA RENTAL PROPERTIES LLC,**  
a Delaware limited liability company

By: **RTO I, LLC,**  
an Alabama limited liability company  
Its: **Manager**

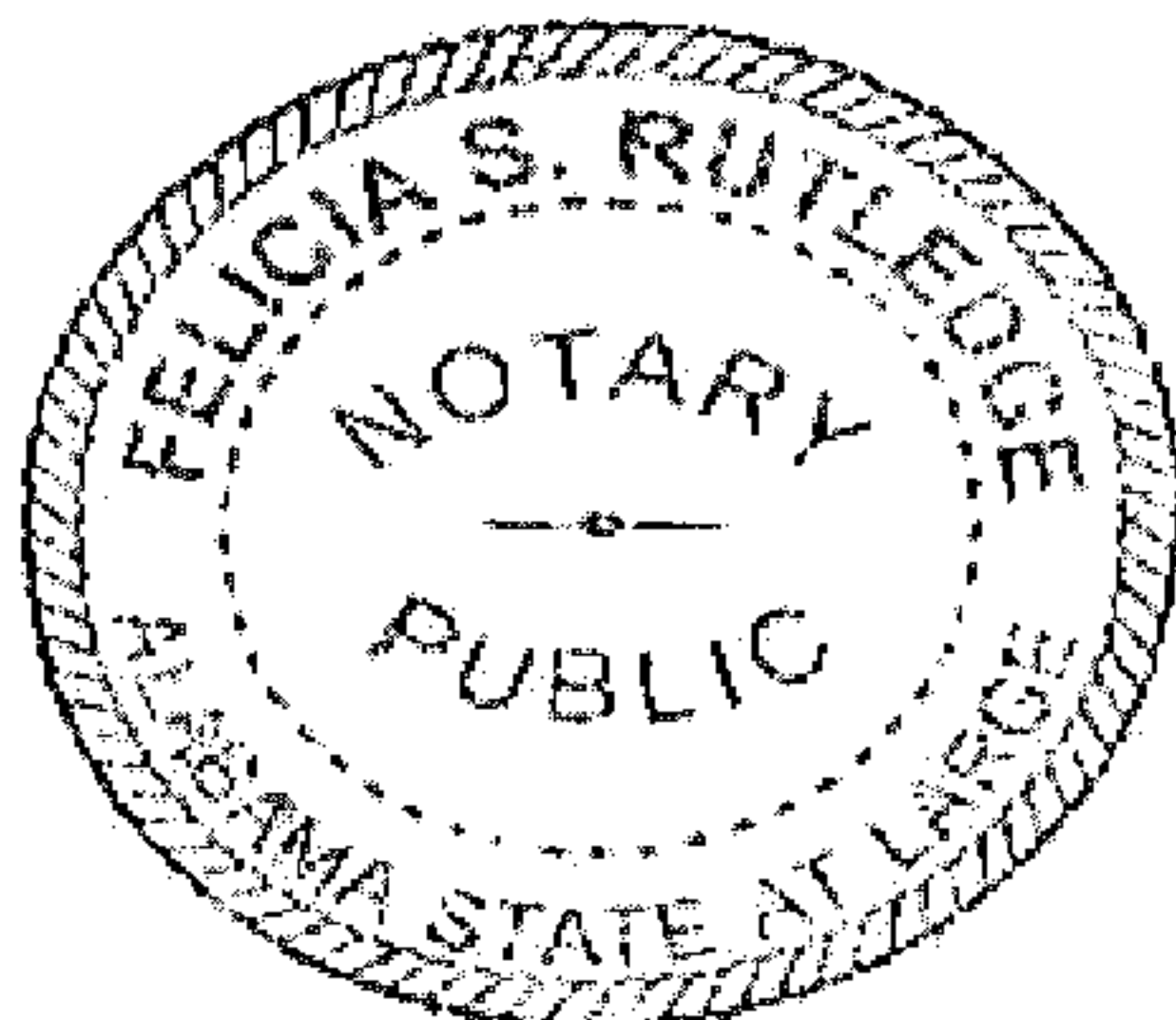
By:   
Name: **Robert F. Ashurst**  
Title: **Manager**

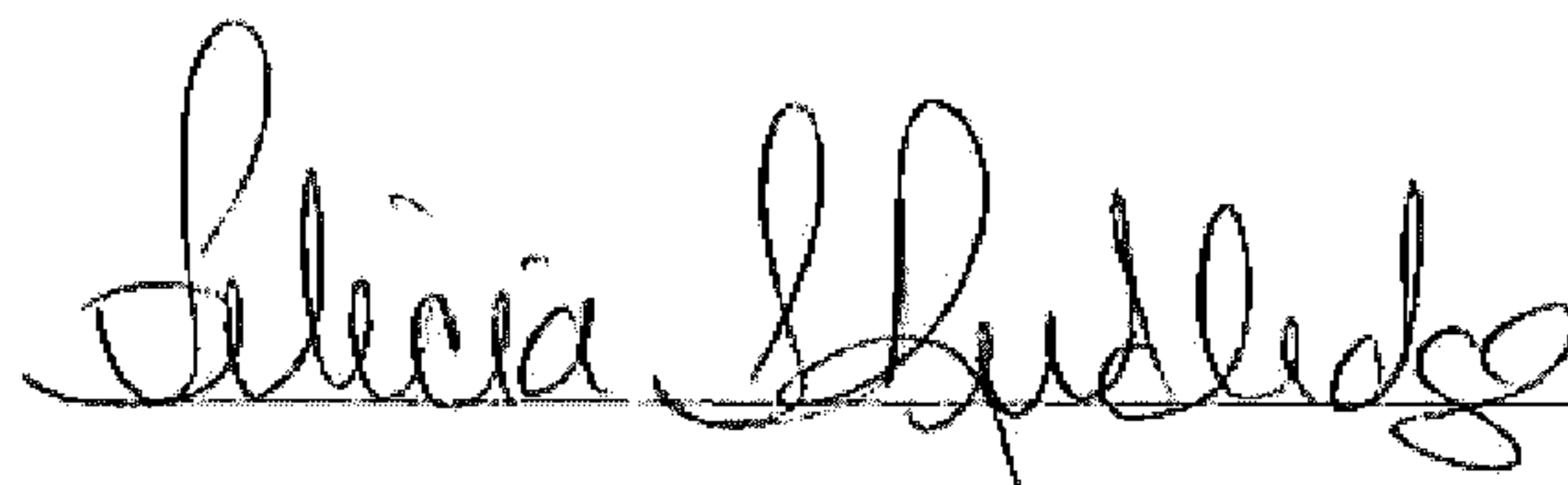
STATE OF ALABAMA     )  
                                      )  
COUNTY OF JEFFERSON    )

I  a Notary Public, in and for said County and State, hereby certify that Robert F. Ashurst, whose name as Manager of RTO I, LLC, an Alabama limited liability company, which is the manager of Alabama Area Rental Properties LLC, a Delaware limited liability company, is 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27<sup>th</sup> day of June, 2023.

(NOTARY SEAL)





Notary Public Signature

Printed Name: Felicia S Rutledge

My Commission Expires  
12/12/2023



*Execution Version***EXHIBIT 1****PROPERTY SCHEDULE****Mortgaged Properties**

|          | <b><u>Address</u></b> | <b><u>City</u></b> | <b><u>State</u></b> | <b><u>Zip</u></b> |
|----------|-----------------------|--------------------|---------------------|-------------------|
| <b>1</b> | 100 14th Street SW    | Alabaster          | AL                  | 35007             |
| <b>2</b> | 2063 Roszburg Place   | Calera             | AL                  | 35040             |
| <b>3</b> | 33 Lancaster Court    | Calera             | AL                  | 35242             |
| <b>4</b> | 1115 Ridge Drive      | Pelham             | AL                  | 35124             |
| <b>5</b> | 600 Cahaba Manor Lane | Pelham             | AL                  | 35124             |

**Additional Secured Properties**

|           | <b><u>Address</u></b> | <b><u>City</u></b> | <b><u>State</u></b> | <b><u>Zip</u></b> |
|-----------|-----------------------|--------------------|---------------------|-------------------|
| <b>1</b>  | 1000 Sunny Dell Ln    | Bessemer           | AL                  | 35023             |
| <b>2</b>  | 1004 17th Place SW    | Birmingham         | AL                  | 35211             |
| <b>3</b>  | 1024 25th Ave N       | Bessemer           | AL                  | 35023             |
| <b>4</b>  | 1112 Terry Lane       | Birmingham         | AL                  | 35235             |
| <b>5</b>  | 1117 Carnation Drive  | Birmingham         | AL                  | 35215             |
| <b>6</b>  | 1124 8th Court        | Pleasant Grove     | AL                  | 35127             |
| <b>7</b>  | 1128 4th Way          | Birmingham         | AL                  | 35204             |
| <b>8</b>  | 1133 10th Way         | Pleasant Grove     | AL                  | 35127             |
| <b>9</b>  | 1154 Carnation Drive  | Birmingham         | AL                  | 35215             |
| <b>10</b> | 118 39th Ave NE       | Birmingham         | AL                  | 35215             |
| <b>11</b> | 1193 7th Ave          | Pleasant Grove     | AL                  | 35127             |
| <b>12</b> | 120 16th Terrace NE   | Birmingham         | AL                  | 35215             |
| <b>13</b> | 1213 Eastview Circle  | Birmingham         | AL                  | 35214             |
| <b>14</b> | 1218 Elizabeth St     | Leeds              | AL                  | 35094             |
| <b>15</b> | 122 Hillside Road     | Bessemer           | AL                  | 35020             |
| <b>16</b> | 1248 Old Oak Cir      | Birmingham         | AL                  | 35235             |
| <b>17</b> | 125 Oak Avenue        | Hueytown           | AL                  | 35023             |
| <b>18</b> | 1340 17th Street      | Birmingham         | AL                  | 35211             |
| <b>19</b> | 137 Gardenia Cir      | Pleasant Grove     | AL                  | 35127             |
| <b>20</b> | 1404 41st Street W    | Birmingham         | AL                  | 35208             |
| <b>21</b> | 1417 12th Street      | Midfield           | AL                  | 35228             |
| <b>22</b> | 1417 44th Street      | Birmingham         | AL                  | 35208             |
| <b>23</b> | 1430 Mohican Dr       | Birmingham         | AL                  | 35214             |
| <b>24</b> | 1505 Pine Tree Dr     | Birmingham         | AL                  | 35235             |
| <b>25</b> | 1517 Valley Ave       | Homewood           | AL                  | 35209             |
| <b>26</b> | 1605 Lake Drive       | Birmingham         | AL                  | 35215             |
| <b>27</b> | 1621 2nd Street NE    | Birmingham         | AL                  | 35215             |



|           |                          |              |    |       |
|-----------|--------------------------|--------------|----|-------|
| <b>28</b> | 1629 Park Terrace        | Birmingham   | AL | 35215 |
| <b>29</b> | 17 Royal Coach Cir       | Bessemer     | AL | 35022 |
| <b>30</b> | 1705 2nd Street NE       | Center Point | AL | 35215 |
| <b>31</b> | 1705 29th Ave N          | Hueytown     | AL | 35023 |
| <b>32</b> | 1708 Timbercrest Circle  | Birmingham   | AL | 35235 |
| <b>33</b> | 1719 Leghorn Street      | Birmingham   | AL | 35217 |
| <b>34</b> | 1726 Huntington Drive    | Birmingham   | AL | 35214 |
| <b>35</b> | 1914 Springlake Court    | Birmingham   | AL | 35215 |
| <b>36</b> | 1997 Brewster Road       | Birmingham   | AL | 35235 |
| <b>37</b> | 2001 13th Place N        | Bessemer     | AL | 35020 |
| <b>38</b> | 2020 25th Ave N          | Hueytown     | AL | 35023 |
| <b>39</b> | 2029 Lee Ave SW          | Birmingham   | AL | 35211 |
| <b>40</b> | 609 16th Place SW        | Birmingham   | AL | 35211 |
| <b>41</b> | 21 10th Ave              | Birmingham   | AL | 35204 |
| <b>42</b> | 2100 Merry Drive NE      | Birmingham   | AL | 35215 |
| <b>43</b> | 2108 Roberta Rd          | Birmingham   | AL | 35214 |
| <b>44</b> | 2120 Gaylewood Drive     | Bessemer     | AL | 35022 |
| <b>45</b> | 2208 Mountain View Road  | Irondale     | AL | 35210 |
| <b>46</b> | 224 Tucker Avenue        | Birmingham   | AL | 35215 |
| <b>47</b> | 229 Pinewood Avenue      | Birmingham   | AL | 35228 |
| <b>48</b> | 244 20th Ave NW          | Birmingham   | AL | 35215 |
| <b>49</b> | 245 Tanglewood Circle    | Birmingham   | AL | 35215 |
| <b>50</b> | 2508 Andrew Way          | Birmingham   | AL | 35235 |
| <b>51</b> | 2509 Watson Road         | Birmingham   | AL | 35235 |
| <b>52</b> | 2527 Daly Dr             | Birmingham   | AL | 35235 |
| <b>53</b> | 260 Garrison Rd          | Gardendale   | AL | 35071 |
| <b>54</b> | 2603 Gaylon Street       | Birmingham   | AL | 35235 |
| <b>55</b> | 2717 6th Street NE       | Birmingham   | AL | 35215 |
| <b>56</b> | 2722 Ray Way             | Birmingham   | AL | 35235 |
| <b>57</b> | 2924 Ruffner Road        | Birmingham   | AL | 35235 |
| <b>58</b> | 300 Argonne Drive        | Birmingham   | AL | 35215 |
| <b>59</b> | 305 Argonne Drive        | Birmingham   | AL | 35215 |
| <b>60</b> | 316 85th Street N        | Birmingham   | AL | 35206 |
| <b>61</b> | 3211 Churchview Way      | Bessemer     | AL | 35023 |
| <b>62</b> | 402 Fernbrook Ave        | Birmingham   | AL | 35215 |
| <b>63</b> | 5157 Northumberland Road | Irondale     | AL | 35210 |
| <b>64</b> | 516 Maple Street         | Birmingham   | AL | 35206 |
| <b>65</b> | 5164 Northumberland Road | Irondale     | AL | 35210 |
| <b>66</b> | 5704 1st Avenue North    | Bessemer     | AL | 35020 |



|            |                            |            |    |       |
|------------|----------------------------|------------|----|-------|
| <b>67</b>  | 5757 Walnut Grove Road     | Birmingham | AL | 35215 |
| <b>68</b>  | 605 Tree Haven Drive       | Birmingham | AL | 35214 |
| <b>69</b>  | 605 Valley Drive           | Birmingham | AL | 35206 |
| <b>70</b>  | 611 Lewis Avenue           | Bessemer   | AL | 35020 |
| <b>71</b>  | 617 Bahia Lane             | Bessemer   | AL | 35023 |
| <b>72</b>  | 620 Lee Road               | Birmingham | AL | 35215 |
| <b>73</b>  | 6508 Womack Road           | Pinson     | AL | 35126 |
| <b>74</b>  | 6817 Exeter Avenue         | Birmingham | AL | 35212 |
| <b>75</b>  | 6860 Ridgewood Drive       | Pinson     | AL | 35126 |
| <b>76</b>  | 6932 Brittany Ln           | Pinson     | AL | 35126 |
| <b>77</b>  | 701 84th Street S          | Birmingham | AL | 35206 |
| <b>78</b>  | 709 Conover Dr             | Birmingham | AL | 35206 |
| <b>79</b>  | 7109 Division Avenue       | Birmingham | AL | 35206 |
| <b>80</b>  | 7117 Westmoreland Drive    | Fairfield  | AL | 35064 |
| <b>81</b>  | 800 Dartmouth Ave          | Bessemer   | AL | 35020 |
| <b>82</b>  | 800 Hillcrest Road         | Birmingham | AL | 35235 |
| <b>83</b>  | 825 Sherwood Forest Dr     | Birmingham | AL | 35235 |
| <b>84</b>  | 8308 12th Ave S            | Birmingham | AL | 35206 |
| <b>85</b>  | 8320 7th Terrace           | Birmingham | AL | 35206 |
| <b>86</b>  | 8320 Vassar Avenue         | Birmingham | AL | 35206 |
| <b>87</b>  | 841 Park Dr                | Birmingham | AL | 35235 |
| <b>88</b>  | 8612 9th Court S           | Birmingham | AL | 35206 |
| <b>89</b>  | 875 7th Street W           | Birmingham | AL | 35204 |
| <b>90</b>  | 885 77th Street S          | Birmingham | AL | 35206 |
| <b>91</b>  | 8905 Valley Hill Drive     | Birmingham | AL | 35206 |
| <b>92</b>  | 8937 Glendale Drive        | Birmingham | AL | 35206 |
| <b>93</b>  | 904 Nelson Drive           | Birmingham | AL | 35215 |
| <b>94</b>  | 905 7th Street             | Birmingham | AL | 35228 |
| <b>95</b>  | 905 Sharp Drive            | Birmingham | AL | 35235 |
| <b>96</b>  | 912 N Martinwood Drive     | Birmingham | AL | 35235 |
| <b>97</b>  | 920 Ridgewood Circle       | Birmingham | AL | 35235 |
| <b>98</b>  | 922 Martinwood Circle      | Birmingham | AL | 35235 |
| <b>99</b>  | 924 N Martinwood Drive     | Birmingham | AL | 35235 |
| <b>100</b> | 928 N Martinwood Drive     | Birmingham | AL | 35235 |
| <b>101</b> | 9804 Westfield Road        | Birmingham | AL | 35217 |
| <b>102</b> | 9829 Redcliff Road         | Birmingham | AL | 35215 |
| <b>103</b> | 1124 Sherwood Forest Drive | Birmingham | AL | 35235 |
| <b>104</b> | 1136 Dogwood Lane          | Birmingham | AL | 35215 |
| <b>105</b> | 116 Acrilane Drive         | Trussville | AL | 35173 |
| <b>106</b> | 129 14th Ave NW            | Birmingham | AL | 35215 |



|            |                         |              |    |       |
|------------|-------------------------|--------------|----|-------|
| <b>107</b> | 1544 Tomahawk Rd        | Birmingham   | AL | 35214 |
| <b>108</b> | 1605 5th Place NW       | Birmingham   | AL | 35215 |
| <b>109</b> | 1641 41st Street        | Ensley       | AL | 35208 |
| <b>110</b> | 1904 Woodrow Drive      | Birmingham   | AL | 35217 |
| <b>111</b> | 200 85th St N           | Birmingham   | AL | 35206 |
| <b>112</b> | 200 East Haven          | Birmingham   | AL | 35215 |
| <b>113</b> | 240 Fox Glen Rd NW      | Birmingham   | AL | 35215 |
| <b>114</b> | 2416 Crossbow Drive     | Birmingham   | AL | 35214 |
| <b>115</b> | 2612 6th Street NE      | Birmingham   | AL | 35215 |
| <b>116</b> | 411 Conover Drive       | Birmingham   | AL | 35206 |
| <b>117</b> | 422 Buckingham Circle   | Birmingham   | AL | 35215 |
| <b>118</b> | 4724 3rd Avenue S       | Birmingham   | AL | 35222 |
| <b>119</b> | 516 Esplanade Drive     | Birmingham   | AL | 35206 |
| <b>120</b> | 525 19th St SW          | Birmingham   | AL | 35211 |
| <b>121</b> | 5737 32nd St N          | Birmingham   | AL | 35207 |
| <b>122</b> | 708 Avenue H            | Birmingham   | AL | 35214 |
| <b>123</b> | 715 Walnut Street       | Bessemer     | AL | 35020 |
| <b>124</b> | 7772 Vienna Avenue      | Birmingham   | AL | 35206 |
| <b>125</b> | 8031 5th Ave S          | Birmingham   | AL | 35206 |
| <b>126</b> | 8037 Rugby Avenue       | Birmingham   | AL | 35206 |
| <b>127</b> | 8144 4th Ave N          | Birmingham   | AL | 35206 |
| <b>128</b> | 8220 Vassar Avenue      | Birmingham   | AL | 35206 |
| <b>129</b> | 8300 Vassar Avenue      | Birmingham   | AL | 35206 |
| <b>130</b> | 833 26th Street SW      | Birmingham   | AL | 35211 |
| <b>131</b> | 8512 Cedar Bark Circle  | Birmingham   | AL | 35206 |
| <b>132</b> | 9812 Maple Lane         | Birmingham   | AL | 35206 |
| <b>133</b> | 104 16th Terrace        | Birmingham   | AL | 35215 |
| <b>134</b> | 157 Charleston Way      | Trussville   | AL | 35173 |
| <b>135</b> | 1612 27th Street        | Ensley       | AL | 35218 |
| <b>136</b> | 1648 4th Way NW         | Center Point | AL | 35215 |
| <b>137</b> | 1728 2nd St NE          | Birmingham   | AL | 35216 |
| <b>138</b> | 183 Foust Avenue        | Bessemer     | AL | 35023 |
| <b>139</b> | 1901 Potter Road        | Bessemer     | AL | 35020 |
| <b>140</b> | 2151 Tishamingo Road    | Birmingham   | AL | 35217 |
| <b>141</b> | 2284 Treadwell Road     | Tarrant      | AL | 35217 |
| <b>142</b> | 2816 2nd Street NW      | Center Point | AL | 35215 |
| <b>143</b> | 319 Iris Drive          | Gardendale   | AL | 35071 |
| <b>144</b> | 332 16th Terrace NW     | Birmingham   | AL | 35215 |
| <b>145</b> | 336 Pleasant Grove Road | Birmingham   | AL | 35127 |
| <b>146</b> | 540 Collette Street     | Birmingham   | AL | 35214 |
| <b>147</b> | 605 20th Court NE       | Birmingham   | AL | 35215 |
| <b>148</b> | 613 Tree Haven Circle   | Birmingham   | AL | 35214 |



|            |                           |                |    |       |
|------------|---------------------------|----------------|----|-------|
| <b>149</b> | 656 Callahan Road         | Birmingham     | AL | 35206 |
| <b>150</b> | 717 9th Street            | Pleasant Grove | AL | 35217 |
| <b>151</b> | 731 7th Way               | Pleasant Grove | AL | 35228 |
| <b>152</b> | 808 Spring Lake Circle NE | Birmingham     | AL | 35215 |
| <b>153</b> | 813 Martinwood Lane       | Birmingham     | AL | 35235 |
| <b>154</b> | 925 26th Street           | Birmingham     | AL | 35211 |
| <b>155</b> | 933 N Martinwood Drive    | Birmingham     | AL | 35235 |
| <b>156</b> | 948 Garrett Drive         | Birmingham     | AL | 35235 |
| <b>157</b> | 605 Lual Drive            | Birmingham     | AL | 35217 |
| <b>158</b> | 1401 Steven Drive         | Birmingham     | AL | 35226 |
| <b>159</b> | 2613 5th Way              | Birmingham     | AL | 35215 |
| <b>160</b> | 1936 Linden Drive         | Birmingham     | AL | 35214 |
| <b>161</b> | 1004 Highland Dr          | Birmingham     | AL | 35064 |
| <b>162</b> | 547 Sunhill Rd NW         | Birmingham     | AL | 35215 |
| <b>163</b> | 101 23rd Ave NE           | Birmingham     | AL | 35215 |
| <b>164</b> | 101 17th Ave NW           | Birmingham     | AL | 35215 |
| <b>165</b> | 1854 Edgehill Drive       | Bessemer       | AL | 35203 |
| <b>166</b> | 2408 Zinnia Drive         | Bessemer       | AL | 35203 |
| <b>167</b> | 1109 Barnisdale Road      | Birmingham     | AL | 35235 |
| <b>168</b> | 1851 Otis Circle          | Birmingham     | AL | 35235 |
| <b>169</b> | 112 4th Ln                | Pleasant Grove | AL | 35127 |
| <b>170</b> | 1325 4th Way NW           | Birmingham     | AL | 35215 |
| <b>171</b> | 909 Skyview Lane          | Birmingham     | AL | 35235 |
| <b>172</b> | 3013 Worthington Pl       | Birmingham     | AL | 35215 |
| <b>173</b> | 1513 Maralyn Drive        | Birmingham     | AL | 35235 |
| <b>174</b> | 7300 Paris Avenue         | Birmingham     | AL | 35206 |
| <b>175</b> | 516 Roanoke Street        | Birmingham     | AL | 35224 |
| <b>176</b> | 1033 Egret Drive          | Birmingham     | AL | 35214 |
| <b>177</b> | 136 Grandview Drive       | Birmingham     | AL | 35214 |
| <b>178</b> | 407 Sunrise Blvd          | Bessemer       | AL | 35023 |
| <b>179</b> | 1048 25th Ave N           | Hueytown       | AL | 35023 |
| <b>180</b> | 625 Delta St              | Bessemer       | AL | 35020 |
| <b>181</b> | 816 Hillview Drive        | Birmingham     | AL | 35235 |
| <b>182</b> | 5322 Belrosa Terrace      | Fairfield      | AL | 35064 |
| <b>183</b> | 1940 Tanner Drive         | Gardendale     | AL | 35071 |
| <b>184</b> | 517 5th Court             | Pleasant Grove | AL | 35127 |
| <b>185</b> | 3130 Sleepy Hollow Drive  | Birmingham     | AL | 35215 |
| <b>186</b> | 9 22nd Ave NW             | Birmingham     | AL | 35215 |
| <b>187</b> | 7337 Paris Ave            | Birmingham     | AL | 35206 |
| <b>188</b> | 1545 Laurel Lane          | Gardendale     | AL | 35071 |
| <b>189</b> | 1006 North Mountain Dr    | Fultondale     | AL | 35068 |
| <b>190</b> | 2208 1st St NW            | Birmingham     | AL | 35215 |



|            |                                 |                |    |       |
|------------|---------------------------------|----------------|----|-------|
| <b>191</b> | 1328 Hatfield Lane              | Birmingham     | AL | 35215 |
| <b>192</b> | 1116 Redwol Drive               | Birmingham     | AL | 35215 |
| <b>193</b> | 627 Tambay Drive                | Fultondale     | AL | 35217 |
| <b>194</b> | 1440 Lake Lane NE               | Birmingham     | AL | 35215 |
| <b>195</b> | 757 15th Ave NW                 | Birmingham     | AL | 35215 |
| <b>196</b> | 19 Carriage House Road          | Bessemer       | AL | 35022 |
| <b>197</b> | 1126 Birchwood Street           | Birmingham     | AL | 35215 |
| <b>198</b> | 3346 Crescent Drive             | Bessemer       | AL | 35023 |
| <b>199</b> | 519 Karey Drive                 | Birmingham     | AL | 35215 |
| <b>200</b> | 720 Country Club Trl            | Gardendale     | AL | 35071 |
| <b>201</b> | 3011 Devon Road                 | Bessemer       | AL | 35023 |
| <b>202</b> | 94 Oak Forest Dr                | Fultondale     | AL | 35217 |
| <b>203</b> | 9836 Red Mill Road              | Birmingham     | AL | 35215 |
| <b>204</b> | 872 78th Street S               | Birmingham     | AL | 35206 |
| <b>205</b> | 5052 Summer Crest Dr            | Pinson         | AL | 35126 |
| <b>206</b> | 645 Tree Haven Drive            | Forestdale     | AL | 35214 |
| <b>207</b> | 1653 4th Pl NW                  | Birmingham     | AL | 35215 |
| <b>208</b> | 625 Old Pine Road               | Forestdale     | AL | 35214 |
| <b>209</b> | 1828 Huntington Drive           | Birmingham     | AL | 35214 |
| <b>210</b> | 625 Park Ave                    | Fairfield      | AL | 35064 |
| <b>211</b> | 1109 Arcadia Circle             | Hueytown       | AL | 35023 |
| <b>212</b> | 7313 Plantation Road            | Pinson         | AL | 35126 |
| <b>213</b> | 1024 43rd Street                | Birmingham     | AL | 35208 |
| <b>214</b> | 1015 26th Ave N                 | Hueytown       | AL | 35023 |
| <b>215</b> | 1500 Mohican Drive              | Birmingham     | AL | 35214 |
| <b>216</b> | 1246 Etowah Street              | Birmingham     | AL | 35217 |
| <b>217</b> | 1901 3rd Pl NE                  | Birmingham     | AL | 35215 |
| <b>218</b> | 5850 Brenda Drive               | Trussville     | AL | 35173 |
| <b>219</b> | 4311 Buzbee Road                | Pinson         | AL | 35126 |
| <b>220</b> | 1633 Wharton Avenue             | Tarrant        | AL | 35217 |
| <b>221</b> | 329 16th Ave NW                 | Birmingham     | AL | 35215 |
| <b>222</b> | 7424 Belgium Ave                | Birmingham     | AL | 35224 |
| <b>223</b> | 3374 Warrior River Road         | Hueytown       | AL | 35023 |
| <b>224</b> | 313 13th Street                 | Pleasant Grove | AL | 35127 |
| <b>225</b> | 709 Crowne Drive                | Birmingham     | AL | 35224 |
| <b>226</b> | 548 Willow Lane                 | Birmingham     | AL | 35206 |
| <b>227</b> | 2716 Nelda Circle               | Fultondale     | AL | 35217 |
| <b>228</b> | 698 Dr Martin Luther King<br>Dr | Birmingham     | AL | 35228 |
| <b>229</b> | 512 Goldenrod Drive             | Birmingham     | AL | 35215 |
| <b>230</b> | 104 Walker Ave                  | Hueytown       | AL | 35023 |
| <b>231</b> | 106 Pinecrest Road              | Bessemer       | AL | 35023 |



|            |                           |                |    |       |
|------------|---------------------------|----------------|----|-------|
| <b>232</b> | 1604 Brookview Cove       | Hoover         | AL | 35216 |
| <b>233</b> | 401 Lance Lane            | Birmingham     | AL | 35206 |
| <b>234</b> | 3112 Cobblestone Drive    | Birmingham     | AL | 35215 |
| <b>235</b> | 9813 Westfield Ct         | Birmingham     | AL | 35217 |
| <b>236</b> | 119 5th Way               | Pleasant Grove | AL | 35127 |
| <b>237</b> | 1313 Warrior Road         | Birmingham     | AL | 35218 |
| <b>238</b> | 532 Eric Drive            | Irondale       | AL | 35210 |
| <b>239</b> | 1370 Park Avenue          | Birmingham     | AL | 35217 |
| <b>240</b> | 6896 Pannell Road         | Trussville     | AL | 35173 |
| <b>241</b> | 5500 Crestview Drive      | Adamsville     | AL | 35005 |
| <b>242</b> | 1508 Cherry Ave           | Birmingham     | AL | 35214 |
| <b>243</b> | 1609 Old Springville Road | Birmingham     | AL | 35215 |
| <b>244</b> | 4024 Pawnee Rosa Rd       | Birmingham     | AL | 35217 |
| <b>245</b> | 708 61st St               | Fairfield      | AL | 35064 |
| <b>246</b> | 104 Highland Drive        | Hueytown       | AL | 35023 |
| <b>247</b> | 3334 Crescent Drive       | Hueytown       | AL | 35023 |
| <b>248</b> | 1615 6th Pl NW            | Birmingham     | AL | 35215 |
| <b>249</b> | 949 Ridgewood Circle      | Birmingham     | AL | 35235 |
| <b>250</b> | 1645 Azalea Drive         | Birmingham     | AL | 35235 |
| <b>251</b> | 1117 Ladonna Drive        | Birmingham     | AL | 35235 |
| <b>252</b> | 921 Oakview Circle        | Fairfield      | AL | 35064 |
| <b>253</b> | 1605 6th Way NW           | Birmingham     | AL | 35215 |
| <b>254</b> | 1204 Tuckawanna Drive     | Birmingham     | AL | 35215 |
| <b>255</b> | 6813 Exeter Avenue        | Birmingham     | AL | 35212 |
| <b>256</b> | 1614 6th Pl NW            | Birmingham     | AL | 35215 |
| <b>257</b> | 2069 Delene Drive         | Birmingham     | AL | 35214 |
| <b>258</b> | 5824 Balboa Terrace       | Pinson         | AL | 35126 |
| <b>259</b> | 2213 1st St NW            | Birmingham     | AL | 35215 |
| <b>260</b> | 636 Melody Lane           | Birmingham     | AL | 35214 |
| <b>261</b> | 3295 Young Ave            | Birmingham     | AL | 35224 |
| <b>262</b> | 8521 Valley Hill Drive    | Birmingham     | AL | 35206 |
| <b>263</b> | 1807 Otis Road            | Birmingham     | AL | 35235 |
| <b>264</b> | 724 Self Drive            | Birmingham     | AL | 35235 |
| <b>265</b> | 1740 McCaskill Street     | Birmingham     | AL | 35217 |
| <b>266</b> | 900 Country View Court    | Birmingham     | AL | 35215 |
| <b>267</b> | 424 2nd Street            | Pleasant Grove | AL | 35127 |
| <b>268</b> | 307 Bessemer Super Hwy    | Birmingham     | AL | 35228 |
| <b>269</b> | 9817 Maple Lane           | Birmingham     | AL | 35215 |
| <b>270</b> | 316 Wickstead Road        | Hueytown       | AL | 35023 |
| <b>271</b> | 4742 Court S              | Birmingham     | AL | 35208 |
| <b>272</b> | 2708 2nd Street NW        | Birmingham     | AL | 35215 |
| <b>273</b> | 5262 Dug Hollow Road      | Pinson         | AL | 35126 |



|            |                       |                |    |       |
|------------|-----------------------|----------------|----|-------|
| <b>274</b> | 1644 5th St NW        | Birmingham     | AL | 35215 |
| <b>275</b> | 316 20th Ave NE       | Birmingham     | AL | 35215 |
| <b>276</b> | 537 Camellia Rd       | Birmingham     | AL | 35215 |
| <b>277</b> | 1211 4th Pl           | Pleasant Grove | AL | 35127 |
| <b>278</b> | 446 Gene Reed Road    | Birmingham     | AL | 35215 |
| <b>279</b> | 605 Robison Drive     | Birmingham     | AL | 35215 |
| <b>280</b> | 1971 Outwood Road     | Fultondale     | AL | 35068 |
| <b>281</b> | 8311 2nd Ave S        | Birmingham     | AL | 35206 |
| <b>282</b> | 154 Sunburst Circle   | Birmingham     | AL | 35215 |
| <b>283</b> | 5902 Elizabeth Dr     | Trussville     | AL | 35173 |
| <b>284</b> | 709 Park Way          | Fultondale     | AL | 35068 |
| <b>285</b> | 2025 Edenwood Dr      | Hueytown       | AL | 35023 |
| <b>286</b> | 324 24th Ct NW        | Birmingham     | AL | 35215 |
| <b>287</b> | 928 Five Mile Rd      | Birmingham     | AL | 35215 |
| <b>288</b> | 2339 4th Street NW    | Birmingham     | AL | 35215 |
| <b>289</b> | 8901 Parkway East     | Birmingham     | AL | 35206 |
| <b>290</b> | 8905 Parkway East     | Birmingham     | AL | 35206 |
| <b>291</b> | 2225 3rd St NW        | Birmingham     | AL | 35215 |
| <b>292</b> | 1909 7th St NE        | Birmingham     | AL | 35215 |
| <b>293</b> | 1340 18th St SW       | Birmingham     | AL | 35211 |
| <b>294</b> | 421 Clark Mountain Rd | Bessemer       | AL | 35023 |
| <b>295</b> | 1117 Sunset Blvd      | Birmingham     | AL | 35213 |
| <b>296</b> | 116 Cahaba Forest     | Trussville     | AL | 35173 |
| <b>297</b> | 1413 Medina Ln        | Birmingham     | AL | 35235 |
| <b>298</b> | 1533 Arcade Terrace   | Bessemer       | AL | 35023 |
| <b>299</b> | 223 Mobile Ave        | Trussville     | AL | 35173 |
| <b>300</b> | 2621 7th Street NW    | Birmingham     | AL | 35215 |
| <b>301</b> | 3369 Thomas Lane      | Birmingham     | AL | 35215 |
| <b>302</b> | 4745 Turner Drive     | Birmingham     | AL | 35215 |
| <b>303</b> | 5071 Rick Drive       | Pinson         | AL | 35126 |
| <b>304</b> | 5232 Goldmar Drive    | Irondale       | AL | 35210 |
| <b>305</b> | 829 Rockingham Road   | Birmingham     | AL | 35235 |
| <b>306</b> | 2033 25th St          | Fairfield      | AL | 35218 |
| <b>307</b> | 969 Hillcrest Ave     | Birmingham     | AL | 35235 |
| <b>308</b> | 1143 6th St NW        | Birmingham     | AL | 35215 |
| <b>309</b> | 1213 Stonecrest Dr    | Birmingham     | AL | 35235 |
| <b>310</b> | 1308 12th Terrace     | Pleasant Grove | AL | 35127 |
| <b>311</b> | 1413 Iroquois Circle  | Birmingham     | AL | 35214 |
| <b>312</b> | 1712 5th Street NW    | Center Point   | AL | 35215 |
| <b>313</b> | 1905 Croydon Circle   | Center Point   | AL | 35235 |
| <b>314</b> | 1921 Ridgemont Road   | Birmingham     | AL | 35235 |
| <b>315</b> | 2218 5th Ave S        | Irondale       | AL | 35210 |



|            |                        |                |    |       |
|------------|------------------------|----------------|----|-------|
| <b>316</b> | 2623 Gaylon St         | Center Point   | AL | 35235 |
| <b>317</b> | 2913 Wood Dr NE        | Center Point   | AL | 35215 |
| <b>318</b> | 3117 Cherry Ln         | Birmingham     | AL | 35224 |
| <b>319</b> | 3920 Mars Avenue       | Birmingham     | AL | 35215 |
| <b>320</b> | 405 Lance Ln           | Birmingham     | AL | 35206 |
| <b>321</b> | 412 20th Court         | Birmingham     | AL | 35215 |
| <b>322</b> | 4905 Maryland Ave      | Irondale       | AL | 35210 |
| <b>323</b> | 540 20th Court NE      | Birmingham     | AL | 35215 |
| <b>324</b> | 600 71st St S          | Birmingham     | AL | 35212 |
| <b>325</b> | 7449 Plantation Road   | Pinson         | AL | 35126 |
| <b>326</b> | 717 7th Pl             | Pleasant Grove | AL | 35217 |
| <b>327</b> | 717 Park Road          | Pleasant Grove | AL | 35127 |
| <b>328</b> | 424 16th Ave NW        | Birmingham     | AL | 35215 |
| <b>329</b> | 317 10th Way           | Pleasant Grove | AL | 35127 |
| <b>330</b> | 5620 Aster Ave         | Birmingham     | AL | 35228 |
| <b>331</b> | 1125 Camellia Road     | Birmingham     | AL | 35215 |
| <b>332</b> | 321 28th Ave NW        | Birmingham     | AL | 35215 |
| <b>333</b> | 1300 Rayfield Drive    | Birmingham     | AL | 35228 |
| <b>334</b> | 5837 Court O           | Birmingham     | AL | 35228 |
| <b>335</b> | 5605 Myron Massey Blvd | Fairfield      | AL | 35064 |
| <b>336</b> | 1252 Mountain Lane     | Gardendale     | AL | 35071 |
| <b>337</b> | 1452 Shoshone Drive    | Forestdale     | AL | 35214 |
| <b>338</b> | 152 Twin Lakes Road    | Trussville     | AL | 35173 |
| <b>339</b> | 1628 Brewster Road     | Center Point   | AL | 35235 |
| <b>340</b> | 1976 Chenoor Rd        | Birmingham     | AL | 35217 |
| <b>341</b> | 212 2nd Place          | Pleasant Grove | AL | 35217 |
| <b>342</b> | 2620 5th Way NW        | Center Point   | AL | 35215 |
| <b>343</b> | 304 Kimbo Drive        | Center Point   | AL | 35215 |
| <b>344</b> | 353 Carriage Drive     | Birmingham     | AL | 35214 |
| <b>345</b> | 405 Minor Rd           | Gardendale     | AL | 35071 |
| <b>346</b> | 450 Westchester Drive  | Center Point   | AL | 35215 |
| <b>347</b> | 5433 Rosemary Road     | Mount Olive    | AL | 35117 |
| <b>348</b> | 6426 Swann Road        | Mount Olive    | AL | 35117 |
| <b>349</b> | 6648 Happy Hollow Road | Trussville     | AL | 35173 |
| <b>350</b> | 703 Bahia Lane         | Bessemer       | AL | 35023 |
| <b>351</b> | 7229 President Street  | Leeds          | AL | 35094 |
| <b>352</b> | 812 10th Way           | Pleasant Grove | AL | 35127 |
| <b>353</b> | 815 12th Terrace       | Pleasant Grove | AL | 35127 |
| <b>354</b> | 915 Barnisdale Circle  | Birmingham     | AL | 35235 |
| <b>355</b> | 944 Parkway Drive      | Birmingham     | AL | 35215 |
| <b>356</b> | 175 Park Road          | Pleasant Grove | AL | 35127 |
| <b>357</b> | 607 12th Ave           | Birmingham     | AL | 35228 |



|            |                         |                |    |       |
|------------|-------------------------|----------------|----|-------|
| <b>358</b> | 824 9th Ave             | Pleasant Grove | AL | 35127 |
| <b>359</b> | 1921 Cottonwood Ave     | Birmingham     | AL | 35214 |
| <b>360</b> | 308 Killough Circle     | Birmingham     | AL | 35215 |
| <b>361</b> | 436 10th Court          | Pleasant Grove | AL | 35127 |
| <b>362</b> | 1941 Hanchey Road       | Birmingham     | AL | 35214 |
| <b>363</b> | 948 Hickory Drive       | Birmingham     | AL | 35215 |
| <b>364</b> | 1728 Huntington Drive   | Birmingham     | AL | 35214 |
| <b>365</b> | 4404 Avenue M           | Birmingham     | AL | 35208 |
| <b>366</b> | 209 Westchester Drive   | Birmingham     | AL | 35215 |
| <b>367</b> | 4616 Court S            | Birmingham     | AL | 35208 |
| <b>368</b> | 1525 5th Pl NW          | Birmingham     | AL | 35215 |
| <b>369</b> | 2164 Circle Drive       | Birmingham     | AL | 35214 |
| <b>370</b> | 920 Windover Road       | Birmingham     | AL | 35215 |
| <b>371</b> | 3032 Carleton Road      | Birmingham     | AL | 35215 |
| <b>372</b> | 201 Bayberry Road       | Birmingham     | AL | 35214 |
| <b>373</b> | 509 Lamplighter Lane    | Birmingham     | AL | 35214 |
| <b>374</b> | 4745 Terrace R          | Birmingham     | AL | 35208 |
| <b>375</b> | 413 Cumberland Drive    | Birmingham     | AL | 35206 |
| <b>376</b> | 123 Pinecrest Rd        | Bessemer       | AL | 35023 |
| <b>377</b> | 2027 5th Way NW         | Birmingham     | AL | 35211 |
| <b>378</b> | 1141 15th Pl SW         | Birmingham     | AL | 35211 |
| <b>379</b> | 7421 2nd Ave N          | Birmingham     | AL | 35206 |
| <b>380</b> | 240 27th Court NW       | Birmingham     | AL | 35215 |
| <b>381</b> | 1320 5th Pl NW          | Birmingham     | AL | 35215 |
| <b>382</b> | 1625 Brewster Road      | Birmingham     | AL | 35235 |
| <b>383</b> | 2324 5th St NW          | Birmingham     | AL | 35215 |
| <b>384</b> | 7306 Miami Avenue       | Leeds          | AL | 35094 |
| <b>385</b> | 617 Lamberth Drive      | Adamsville     | AL | 35005 |
| <b>386</b> | 253 Bayberry Road       | Birmingham     | AL | 35214 |
| <b>387</b> | 844 86th Pl S           | Birmingham     | AL | 35206 |
| <b>388</b> | 4754 Elfreth Johnson Rd | Birmingham     | AL | 35215 |
| <b>389</b> | 1236 Hanover Street     | Birmingham     | AL | 35217 |
| <b>390</b> | 2312 2nd Street NE      | Birmingham     | AL | 35215 |
| <b>391</b> | 704 8th Avenue          | Birmingham     | AL | 35228 |
| <b>392</b> | 16 Wind View Trace      | Birmingham     | AL | 35210 |
| <b>393</b> | 601 Panama Street       | Birmingham     | AL | 35224 |
| <b>394</b> | 1512 12th Street SW     | Birmingham     | AL | 35211 |
| <b>395</b> | 2437 4th Street NW      | Birmingham     | AL | 35215 |
| <b>396</b> | 633 26th St SW          | Birmingham     | AL | 35211 |
| <b>397</b> | 505 20th Ave NE         | Birmingham     | AL | 35215 |
| <b>398</b> | 810 Union Grove Road    | Birmingham     | AL | 35005 |
| <b>399</b> | 768 Meadowbrook Drive   | Birmingham     | AL | 35215 |



|            |                          |                |    |       |
|------------|--------------------------|----------------|----|-------|
| <b>400</b> | 1397 Fulton Avenue       | Birmingham     | AL | 35217 |
| <b>401</b> | 1204 Lynn Acres Drive    | Birmingham     | AL | 35215 |
| <b>402</b> | 123 Vines Avenue         | Bessemer       | AL | 35023 |
| <b>403</b> | 729 Carolyn Court        | Birmingham     | AL | 35206 |
| <b>404</b> | 616 Callahan Road        | Birmingham     | AL | 35215 |
| <b>405</b> | 404 11th Street          | Birmingham     | AL | 35228 |
| <b>406</b> | 516 Shelby Street        | Birmingham     | AL | 35214 |
| <b>407</b> | 521 84th Street S        | Birmingham     | AL | 35206 |
| <b>408</b> | 214 79th Street S        | Birmingham     | AL | 35206 |
| <b>409</b> | 205 Leewood Circle       | Birmingham     | AL | 35214 |
| <b>410</b> | 1213 Haven Drive         | Birmingham     | AL | 35214 |
| <b>411</b> | 5129 Highland Avenue     | Adamsville     | AL | 35005 |
| <b>412</b> | 2416 6th Street NW       | Birmingham     | AL | 35215 |
| <b>413</b> | 1149 Dogwood Lane        | Birmingham     | AL | 35215 |
| <b>414</b> | 18 Sunset Lane           | Birmingham     | AL | 35215 |
| <b>415</b> | 119 Fox Hill Ct          | Birmingham     | AL | 35215 |
| <b>416</b> | 1505 Carol Circle        | Birmingham     | AL | 35228 |
| <b>417</b> | 724 Lisa Lane            | Birmingham     | AL | 35206 |
| <b>418</b> | 7237 Queenstown Ave      | Birmingham     | AL | 35206 |
| <b>419</b> | 1517 4th St NW           | Birmingham     | AL | 35215 |
| <b>420</b> | 508 Wood Terrace NE      | Birmingham     | AL | 35215 |
| <b>421</b> | 1133 Pratt Highway       | Birmingham     | AL | 35214 |
| <b>422</b> | 1105 Southwood Drive     | Birmingham     | AL | 35217 |
| <b>423</b> | 633 Roebuck Forest Drive | Birmingham     | AL | 35206 |
| <b>424</b> | 309 Joan Avenue          | Birmingham     | AL | 35215 |
| <b>425</b> | 101 22nd Ave NE          | Birmingham     | AL | 35215 |
| <b>426</b> | 7237 Higdon Road         | Birmingham     | AL | 35212 |
| <b>427</b> | 2031 Carraway Lane       | Birmingham     | AL | 35235 |
| <b>428</b> | 701 9th Way              | Birmingham     | AL | 35127 |
| <b>429</b> | 7764 1st Ave S           | Birmingham     | AL | 35206 |
| <b>430</b> | 268 Jupiter Drive        | Center Point   | AL | 35215 |
| <b>431</b> | 1021 Althea Lane         | Birmingham     | AL | 35235 |
| <b>432</b> | 1733 Brewster Road       | Birmingham     | AL | 35235 |
| <b>433</b> | 1794 Bradford Ln         | Bessemer       | AL | 35022 |
| <b>434</b> | 217 Park Place           | Pleasant Grove | AL | 35127 |
| <b>435</b> | 245 Sam Pate Drive       | Birmingham     | AL | 35215 |
| <b>436</b> | 2605 Circle Drive        | Hueytown       | AL | 35023 |
| <b>437</b> | 313 Glynn Drive          | Birmingham     | AL | 35206 |
| <b>438</b> | 428 21st Avenue NE       | Birmingham     | AL | 35215 |
| <b>439</b> | 457 Westchester Drive    | Birmingham     | AL | 35215 |
| <b>440</b> | 533 Zinnia Lane          | Birmingham     | AL | 35215 |
| <b>441</b> | 537 Orchid Road          | Birmingham     | AL | 35215 |



|            |                        |                |    |       |
|------------|------------------------|----------------|----|-------|
| <b>442</b> | 5816 34th Street N     | Birmingham     | AL | 35207 |
| <b>443</b> | 5883 Southwood Parkway | Bessemer       | AL | 35022 |
| <b>444</b> | 6109 Shady Lane        | Adamsville     | AL | 35005 |
| <b>445</b> | 2528 Circle Drive      | Hueytown       | AL | 35023 |
| <b>446</b> | 641 15th Court NW      | Birmingham     | AL | 35215 |
| <b>447</b> | 916 9th Avenue         | Pleasant Grove | AL | 35127 |
| <b>448</b> | 952 Edwards Lake Road  | Birmingham     | AL | 35235 |
| <b>449</b> | 800 Illinois Road      | Birmingham     | AL | 35221 |
| <b>450</b> | 5225 Brandice Lane     | Adamsville     | AL | 35005 |
| <b>451</b> | 920 Arcadia Circle     | Birmingham     | AL | 35023 |
| <b>452</b> | 1923 Croydon Circle    | Birmingham     | AL | 35235 |
| <b>453</b> | 2533 Shoemaker Street  | Birmingham     | AL | 35235 |
| <b>454</b> | 605 Park Way           | Fultondale     | AL | 35068 |
| <b>455</b> | 848 Skelton Ave        | Gardendale     | AL | 35071 |
| <b>456</b> | 540 Henson Street      | Midfield       | AL | 35228 |
| <b>457</b> | 5716 Avenue H          | Bessemer       | AL | 35020 |
| <b>458</b> | 1129 McMillon Ave SW   | Birmingham     | AL | 35211 |
| <b>459</b> | 21 23rd Ave NE         | Center Point   | AL | 35215 |
| <b>460</b> | 709 19th St SW         | Birmingham     | AL | 35211 |
| <b>461</b> | 1441 67th Street W     | Birmingham     | AL | 35228 |
| <b>462</b> | 1828 Madison Ave       | Birmingham     | AL | 35211 |
| <b>463</b> | 2412 Ishkooda Road SW  | Birmingham     | AL | 35211 |
| <b>464</b> | 1140 14th Place        | Birmingham     | AL | 35211 |
| <b>465</b> | 1317 Sloan Avenue      | Birmingham     | AL | 35217 |
| <b>466</b> | 1009 Catherine Street  | Birmingham     | AL | 35215 |
| <b>467</b> | 229 4th Way            | Pleasant Grove | AL | 35127 |
| <b>468</b> | 113 21st Ave NE        | Center Point   | AL | 35215 |
| <b>469</b> | 768 82nd Street S      | Birmingham     | AL | 35206 |
| <b>470</b> | 1331 Hartford Drive    | Birmingham     | AL | 35215 |
| <b>471</b> | 1825 Copperfield Lane  | Center Point   | AL | 35215 |
| <b>472</b> | 3404 39th Street N     | Birmingham     | AL | 35217 |
| <b>473</b> | 3414 39th Street N     | Birmingham     | AL | 35217 |
| <b>474</b> | 7815 Rugby Avenue      | Birmingham     | AL | 35206 |
| <b>475</b> | 7925 Rugby Avenue      | Birmingham     | AL | 35206 |
| <b>476</b> | 8177 Rugby Avenue      | Birmingham     | AL | 35206 |
| <b>477</b> | 8203 5th Avenue N      | Birmingham     | AL | 35206 |
| <b>478</b> | 2529 Circle Drive      | Hueytown       | AL | 35023 |
| <b>479</b> | 196 Cathy Lane         | Birmingham     | AL | 35215 |
| <b>480</b> | 900 Lynn Dale Lane     | Birmingham     | AL | 35214 |
| <b>481</b> | 1036 Arcadia Circle    | Hueytown       | AL | 35023 |
| <b>482</b> | 1304 Pineview Road     | Birmingham     | AL | 35228 |
| <b>483</b> | 508 Seminole Drive     | Fairfield      | AL | 35064 |



|            |                         |                |    |       |
|------------|-------------------------|----------------|----|-------|
| <b>484</b> | 5293 Bridle Path Lane   | Pinson         | AL | 35126 |
| <b>485</b> | 2901 Fairfax Ave        | Bessemer       | AL | 35020 |
| <b>486</b> | 1134 Springview Street  | Birmingham     | AL | 35215 |
| <b>487</b> | 325 Pat Avenue          | Birmingham     | AL | 35215 |
| <b>488</b> | 544 Rollingwood Road    | Birmingham     | AL | 35235 |
| <b>489</b> | 628 Osceola Circle      | Fairfield      | AL | 35064 |
| <b>490</b> | 736 Jefferson Boulevard | Birmingham     | AL | 35217 |
| <b>491</b> | 1712 1st Street NW      | Birmingham     | AL | 35215 |
| <b>492</b> | 2520 Wright Circle      | Birmingham     | AL | 35235 |
| <b>493</b> | 2817 Avenue H           | Birmingham     | AL | 35218 |
| <b>494</b> | 8224 4th Avenue N       | Birmingham     | AL | 35206 |
| <b>495</b> | 224 Mamie Lane          | Birmingham     | AL | 35215 |
| <b>496</b> | 229 Closhire Drive      | Birmingham     | AL | 35214 |
| <b>497</b> | 1301 14th Pl SW         | Birmingham     | AL | 35211 |
| <b>498</b> | 605 7th Avenue          | Pleasant Grove | AL | 35127 |
| <b>499</b> | 6839 Ridewood Drive     | Pinson         | AL | 35126 |
| <b>500</b> | 4216 Fieldstone Drive   | Birmingham     | AL | 35215 |
| <b>501</b> | 1033 Hagwood Road       | Birmingham     | AL | 35235 |
| <b>502</b> | 1728 W 33rd Street W    | Birmingham     | AL | 35208 |
| <b>503</b> | 7521 4th Avenue S       | Birmingham     | AL | 35206 |
| <b>504</b> | 1801 St Charles Avenue  | Montgomery     | AL | 36107 |
| <b>505</b> | 2538 Poplar Street      | Montgomery     | AL | 36107 |
| <b>506</b> | 605 W Shawnee Drive     | Montgomery     | AL | 36107 |
| <b>507</b> | 1931 McKinley Avenue    | Montgomery     | AL | 36107 |
| <b>508</b> | 1801 Winona Avenue      | Montgomery     | AL | 36107 |
| <b>509</b> | 3227 Willow Lane Drive  | Montgomery     | AL | 36109 |
| <b>510</b> | 3271 Willow Lane Drive  | Montgomery     | AL | 36109 |
| <b>511</b> | 114 Brantwood Drive     | Montgomery     | AL | 36109 |
| <b>512</b> | 912 E Edgemont Avenue   | Montgomery     | AL | 36111 |
| <b>513</b> | 2826 Biltmore Avenue    | Montgomery     | AL | 36109 |
| <b>514</b> | 3600 Pelzer Avenue      | Montgomery     | AL | 36109 |
| <b>515</b> | 3704 Honeysuckle Road   | Montgomery     | AL | 36109 |
| <b>516</b> | 3714 Honeysuckle Road   | Montgomery     | AL | 36109 |
| <b>517</b> | 3755 Dalraida Parkway   | Montgomery     | AL | 36109 |
| <b>518</b> | 3000 Biltmore Avenue    | Montgomery     | AL | 36109 |
| <b>519</b> | 3715 Honeysuckle Court  | Montgomery     | AL | 36109 |
| <b>520</b> | 8413 Lanewood Circle    | Leeds          | AL | 35094 |
| <b>521</b> | 8500 Lanewood Circle    | Leeds          | AL | 35094 |
| <b>522</b> | 2743 Lee Meadows Dr     | Moody          | AL | 35004 |
| <b>523</b> | 10 Acton Loop Road      | Moody          | AL | 35004 |







**SCHEDULE A**

**PROPERTY DESCRIPTIONS**

TRACT 520 - 100 14<sup>TH</sup> STREET SW ALABASTER AL 35007

COUNTY SHELBY

LEGAL DESCRIPTION: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 34, TOWNSHIP 20 SOUTH, RANGE 3 WEST, AND RUN ALONG SAID 1/4-1/4 LINE NORTH 88 DEGREES 47 MINUTES EAST 315 FEET; THENCE NORTH 2 DEGREES WEST 449.5 FEET; THENCE SOUTH 88 DEGREES 47 MINUTES WEST 15 FEET; THENCE NORTH 2 DEGREES WEST 407 FEET TO THE POINT OF BEGINNING OF THE LOT HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SAME SAID COURSE, IN THE SAME SAID COURSE, IN THE SAME DIRECTION, A DISTANCE OF 137 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE ALABASTER AND HELENA ROAD; THENCE RUN IN A WESTERLY DIRECTION ALONG THE SOUTH BOUNDARY OF SAID RIGHT OF WAY LINE OF THE ALABASTER AND HELENA ROAD A DISTANCE OF 117 FEET; THENCE RUN IN A SOUTHERLY DIRECTION PARALLEL WITH THE EAST BOUNDARY OF THE LOT HEREIN DESCRIBED A DISTANCE OF 137 FEET TO A POINT; THENCE RUN IN AN EASTERLY DIRECTION TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL ID: 13 8 34 4 002 009.000

TRACT 521 - 1115 RIDGE DRIVE PELHAM AL 35124

COUNTY SHELBY

LEGAL DESCRIPTION: LOT 2, ACCORDING TO THE SURVEY OF CORRECTED SURVEY OF R. O. RAMER'S ADDITION TO LITTLE OAK RIDGE ESTATES, AS RECORDED IN MAP BOOK 11, PAGE 8, SHELBY COUNTY RECORDS.

PARCEL ID: 13 1 12 1 001 006.005

TRACT 522 - 2063 ROSSBURG PLACE CALERA AL 35040

COUNTY SHELBY

LEGAL DESCRIPTION: LOT 138, ACCORDING TO THE SURVEY OF ROSSBURG TOWNHOMES, AS RECORDED IN MAP BOOK 36, PAGE 18, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL ID: 28 3 05 0 009 038.000

TRACT 523 - 33 LANCASTER COURT CALERA AL 35242

COUNTY SHELBY



LEGAL DESCRIPTION: LOT 8, ACCORDING TO THE AMENDED MAP OF IVANHOE, AS RECORDED IN MAP BOOK 6, PAGE 10, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL ID: 28 3 05 0 001 054.000

TRACT 524 - 600 CAHABA MANOR LANE PELHAM AL 35124

COUNTY SHELBY

LEGAL DESCRIPTION: LOT 1, ACCORDING TO THE SURVEY OF CAHABA MANOR TOWN HOMES, THIRD ADDITION, AS RECORDED IN MAP BOOK 7, PAGE 158, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL ID: 13 1 12 2 004 011.000





## PROBATE COURT OF JEFFERSON COUNTY

1801 3<sup>rd</sup> AVENUE N, RM 101  
BESSEMER, AL 35020  
JAMES P. NAFTEL, JUDGE

SHERRI C. FRIDAY, JUDGE

ELIZABETH NORTH  
DEPUTY PROBATE  
JUDGE  
BESSEMER DIVISION  
205-481-4100  
JUDICIAL  
205-481-4102

Date: July 10, 2023

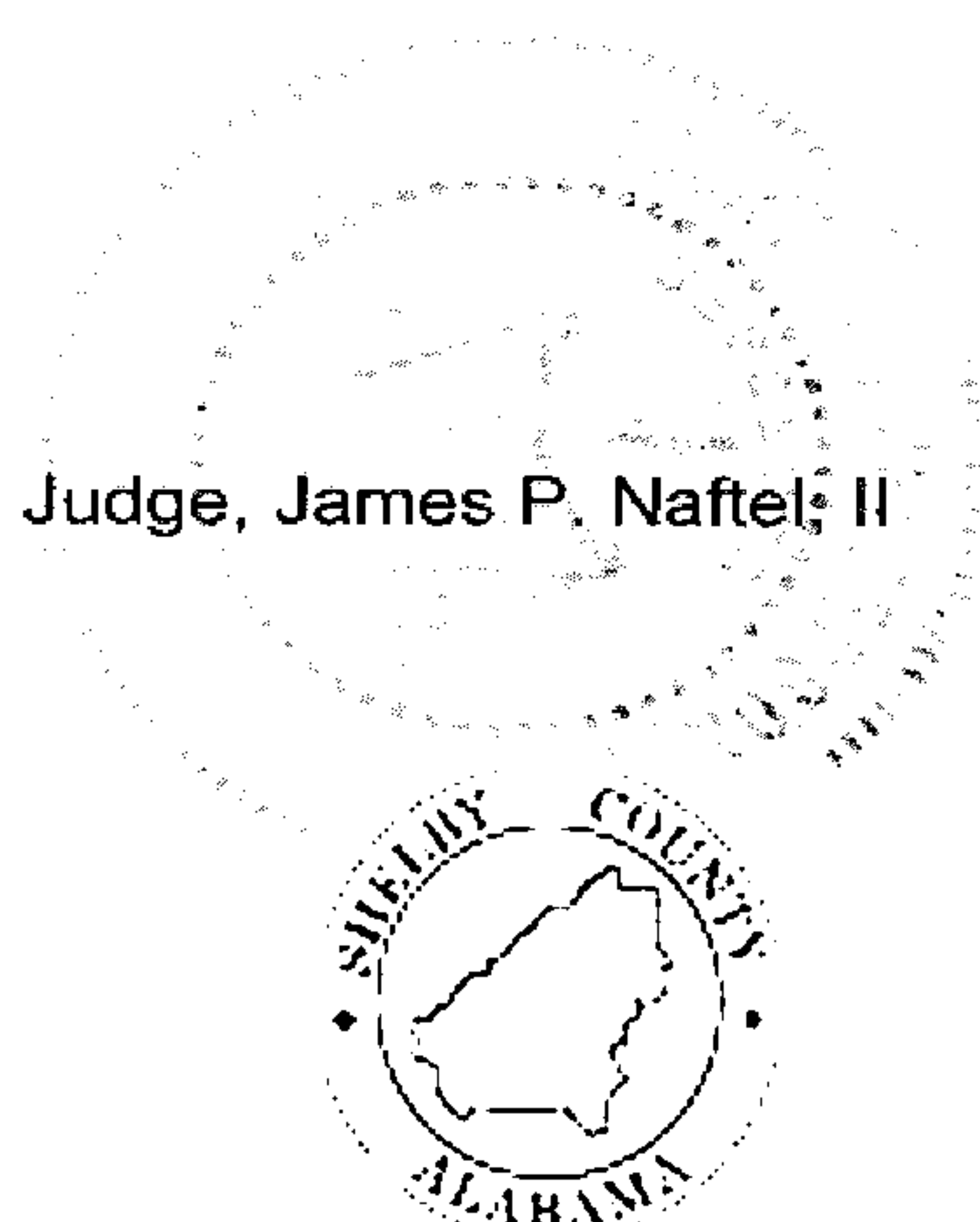
To Whom It May Concern:

I, James P. Naftel, Judge of Probate of Jefferson County, Alabama, do hereby certify that the Mortgage from **ALABAMA AREA RENTAL PROPERTIES LLC** to **LENDINGONE LLC** was recorded in said county on the **10<sup>TH</sup>** day of **JULY 2023**, in Instrument **#2023064227**.

The total amount of tax collected was **\$80,113.50**.

Distributions to the following counties will be completed as follows:

Jefferson County – 95.3%  
Montgomery County – 3.0%  
Shelby County – 0.9%  
St. Clair County – 0.8%



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
07/10/2023 03:06:56 PM  
\$155.00 BRITTANI  
20230710000205230

*Allie S. Bayl*