

RECORDATION REQUESTED BY:
Hope Federal Credit Union
4 Old River Place, Suite A
Jackson, MS 39201

MORTGAGE PREPARED BY AND
WHEN RECORDED MAIL TO:
D. Jeffrey Wagner
Baker, Donelson, Bearman,
Caldwell & Berkowitz, P.C.
One Eastover Center
100 Vision Drive, Suite 400
Jackson, MS 39211

SEND TAX NOTICES TO:
Hope Federal Credit Union
4 Old River Place, Suite A
Jackson, MS 39201

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated as of September 1, 2023 (this "Mortgage"), is made and executed by The Wallace Center for Arts and Reconciliation, an Alabama nonprofit corporation formerly known as Klein Arts & Culture whose address is 4236 Wayfarer Way, Austin, Texas 78731 ("Mortgagor"), to and for the benefit of Hope Federal Credit Union, a federally-chartered credit union whose address is 4 Old River Place, Suite A, Jackson, Mississippi 39202 ("Mortgagee").

GRANT OF MORTGAGE. For valuable consideration, Mortgagor grants, bargains, sells and conveys to Mortgagee all of Mortgagor's right, title and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Shelby County, State of Alabama:

A tract of land, lying in Section 8, Township 20 South, Range 2 East, Shelby County, Alabama, being more particularly described as follows:

Begin at a 1/2-inch rebar found and locally accepted to be the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 8; thence run North 89 degrees 35 minutes 16 seconds West along the South line of said Section 8 for a distance of 1321.58 feet to a 1/2-inch open top pipe found, locally accepted to be the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 8; thence run North 89 degrees 31 minutes 52 seconds West, continuing along the South line of said Section 8, for a distance of 1299.44 feet to a set 5/8-inch rebar

stamped "Clinkscapes" on the East right of way margin of Dead Hollow Road South (60-foot right of way); thence run along said right of way for the following twelve calls: run thence North 08 degrees 06 minutes 26 seconds East for a distance of 261.43 feet to a point on a curve to the left, having a radius of 1230.00 feet, a chord bearing of North 03 degrees 57 minutes 35 seconds East, and a chord length of 177.91 feet; thence run along the arc of said curve for a distance of 178.07 feet to a point; thence run North 00 degrees 11 minutes 15 seconds West for a distance of 220.00 feet to a point on a curve to the right, having a radius of 570.00 feet, a chord bearing of North 06 degrees 33 minutes 16 seconds East, and a chord length of 133.83 feet; thence run along the arc of said curve for a distance of 570.00 feet to a point of reverse curve to the left, having a radius of 780.00 feet, a chord bearing of North 05 degrees 29 minutes 11 seconds East and a chord length of 211.98 feet; thence run along the arc of said curve for a distance of 212.64 feet to a point of reverse curve to the right, having a radius of 1170.00 feet, a chord bearing of North 03 degrees 30 minutes 15 seconds East, and a chord length of 237.60 feet; thence run along the arc of said curve for a distance of 238.01 feet to a point of reverse curve to the left, having a radius of 180.00 feet, a chord bearing of North 06 degrees 50 minutes 09 seconds West, and a chord length of 100.24 feet; thence run along the arc of said curve for a distance of 101.59 feet to a point; thence run North 23 degrees 00 minutes 14 seconds West for a distance of 75.00 feet to a point on a curve to the right, having a radius of 170.00 feet, a chord bearing of North 06 degrees 09 minutes 18 seconds East, and a chord length of 165.66 feet; thence run along the arc of said curve for a distance of 173.03 feet to a point; thence run North 35 degrees 18 minutes 49 seconds East for a distance of 165.00 feet to a point on a curve to the left, having a radius of 290.00 feet, a chord bearing of North 27 degrees 26 minutes 02 seconds East, and a chord length of 79.52 feet; thence run along the arc of said curve for a distance of 79.77 feet to a point; thence run North 19 degrees 33 minutes 15 seconds East for a distance of 375.00 feet to a point; thence crossing said Dead Hollow Road South, run North 37 degrees 02 minutes 09 seconds West for a distance of 143.58 feet to a point on the East right of way margin of Hollow Drive (60-foot wide right of way), said point being on a curve to the right, having a radius of 695.00 feet, a chord bearing of North 18 degrees 47 minutes 16 seconds West, and a chord length of 707.56 feet; thence run along the arc of said curve and said right of way for a distance of 742.35 feet to a point of reverse curve to the left, having a radius of 780.00 feet, a chord bearing of North 05 degrees 38 minutes 03 seconds East, and a chord length of 167.87 feet; thence continue along said right of way and run along the arc of said curve for a distance of 168.20 feet to a point thence continue along said right of way and run North 00 degrees 32 minutes 37 seconds West for a distance of 851.97 feet to a found 1/2-inch capped rebar stamped "SWH" on the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 8; thence leaving said right of way, run North 89 degrees 41 minutes 17 seconds East along said North line for a distance of 1300.24 feet to a found 1/2-inch rebar locally accepted to be the Northeast corner of said 1/4-1/4 Section; thence run South 01 degrees 32 minutes 16 seconds West along the East line of said 1/4-1/4

Section for a distance of 1319.13 feet to a found 1/2-inch rebar at the Northwest corner of the West ½ of the Southeast ¼ of said Section 8; thence run North 89 degrees 34 minutes 44 seconds East along the North line of said West ½ of the Southeast ¼ of said Section 8 for a distance of 833.40 feet to a found ½-inch capped rebar stamped "SWH"; thence continuing along said North line, run South 89 degrees 37 minutes 50 seconds East for a distance of 517.00 feet to a set 5/8-inch capped rebar stamped "Clinkscals" at the purported Northeast corner of the West 1/2 of the Southeast ¼ of said Section 8; thence run South 00 degrees 27 minutes 15 seconds West along the East line of said West ½ for a distance of 1322.01 feet to a found 1/2-inch rebar; thence continuing along said East line, run South 00 degrees 26 minutes 52 seconds West for a distance of 61.35 feet to a set 5/8-inch capped rebar stamped "Clinkscals" on the North right of way margin of said Dead Hollow Road South; thence crossing said right of way, continue South 00 degrees 26 minutes 52 seconds West for a distance of 60.24 feet to a set 5/8-inch capped rebar stamped "Clinkscals" on the South right of way margin of said Dead Hollow Road South; thence continue South 00 degrees 26 minutes 52 seconds West along said East line of the West ½ of the Southeast ¼ of said Section 8 for a distance of 1200.69 feet to the point of beginning.

In addition, Mortgagor presently assigns to Mortgagee all of Mortgagor's right, title, and interest in and to all present and future leases of the Property (as such term is hereinafter defined) and all Rents (as such term is hereinafter defined) from the Property. In addition, Mortgagor grants to Mortgagee a Uniform Commercial Code security interest in the Personal Property (as such term is hereinafter defined) and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS (AS SUCH TERM IS HEREINAFTER DEFINED) AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER EACH OF THE NOTE (AS SUCH TERM IS HEREINAFTER DEFINED), THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS THE LOAN DOCUMENTS (AS SUCH TERM IS HEREINAFTER DEFINED). THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF OBLIGATIONS OF MORTGAGOR UNDER THAT CERTAIN LOAN AGREEMENT BETWEEN MORTGAGOR AND MORTGAGEE OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE LOAN AGREEMENT, OR ANY OF THE OTHER LOAN DOCUMENTS, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

1. **DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require.

Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

- (a) **Default.** The word "Default" means the occurrence of any Event of Default under this Mortgage.
- (b) **Event of Default.** The words "Event of Default" mean any of the Events of Default set forth in Section 16 this Mortgage.
- (c) **Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, facilities, additions, replacements and other construction on the Real Property.
- (d) **Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Loan Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Loan Documents and any amounts expended or advanced by Mortgagee to discharge Mortgagor's obligations or expenses incurred by Mortgagee to enforce Mortgagor's obligations under this Mortgage or any of the other Loan Documents, together with interest on such amounts as provided in this Mortgage.
- (e) **Loan Documents.** The words "Loan Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.
- (f) **Mortgage.** The word "Mortgage" means this Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Mortgagor to and for the benefit of Mortgagee.
- (g) **Mortgagee.** The word "Mortgagee" means Hope Federal Credit Union, a federally-chartered credit union, its successors and assigns.
- (h) **Mortgagor.** The word "Mortgagor" means The Wallace Center for Arts and Reconciliation, an Alabama nonprofit corporation, its successors and permitted assigns.
- (i) **Note.** The word "Note" means the Promissory Note dated as of the date of this Mortgage in the amount of \$600,000.00, from Mortgagor to the order of Mortgagee, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory Note. The maturity date of the Note is September 1, 2038.

- (j) **Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Mortgagor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.
 - (k) **Property.** The word "Property" means collectively the Real Property and the Personal Property.
 - (l) **Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.
 - (m) **Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.
2. **CROSS-COLLATERALIZATION.** In addition to the Indebtedness, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Mortgagor to Mortgagee, or any one or more of them, as well as all claims by Mortgagee against Mortgagor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether similar or dissimilar, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated and whether Mortgagor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.
3. **PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Mortgagor shall pay to Mortgagee all amounts secured by this Mortgage as they become due and shall strictly perform all of Mortgagor's obligations under this Mortgage.
4. **POSSESSION AND MAINTENANCE OF THE PROPERTY.** Mortgagor agrees that Mortgagor's possession and use of the Property shall be governed by the following provisions:
- (a) **Possession and Use.** Until the occurrence of an Event of Default, Mortgagor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.
 - (b) **Duty to Maintain.** Mortgagor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

- (c) **Nuisance, Waste.** Mortgagor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Mortgagor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Mortgagee's prior written consent.
- (d) **Removal of Improvements.** Mortgagor shall not demolish or remove any Improvements from the Real Property without Mortgagee's prior written consent. As a condition to the removal of any Improvements, Mortgagee may require Mortgagor to make arrangements satisfactory to Mortgagee to replace such Improvements with Improvements of at least equal value.
- (e) **Mortgagee's Right to Enter.** Mortgagee and Mortgagee's agents and representatives may enter upon the Real Property at all reasonable times to attend to Mortgagee's interests and to inspect the Real Property for purposes of Mortgagor's compliance with the terms and conditions of this Mortgage.
- (f) **Compliance with Governmental Requirements.** Mortgagor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Mortgagor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagor has notified Mortgagee in writing prior to doing so and so long as, in Mortgagee's sole opinion, Mortgagee's interests in the Property are not jeopardized. Mortgagee may require Mortgagor to post adequate security or a surety bond, reasonably satisfactory to Mortgagee, to protect Mortgagee's interest.
- (g) **Duty to Protect.** Mortgagor agrees neither to abandon nor leave unattended the Property. Mortgagor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

5. **MATURITY DATE.** The Maturity Date of this Mortgage is August 27, 2027.

6. **DUE ON SALE.** Mortgagee may, at Mortgagee's sole discretion, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Mortgagee's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than twelve (12) months, lease-option contract, or by sale, assignment, or transfer of any beneficial interest

in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property.

7. **TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

- (a) **Payment.** Mortgagor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Mortgagor shall maintain the Property free of any liens having priority over or equal to the interest of Mortgagee under this Mortgage, except for those liens specifically agreed to in writing by Mortgagee, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.
- (b) **Right to Contest.** Mortgagor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Mortgagee's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Mortgagor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Mortgagor has notice (actual or constructive) of the filing, secure the discharge of the lien, or if requested by Mortgagee, deposit with Mortgagee cash or a sufficient corporate surety bond or other security satisfactory to Mortgagee in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Mortgagor shall defend itself and Mortgagee and shall satisfy any adverse judgment before enforcement against the Property. Mortgagor shall name Mortgagee as an additional obligee under any surety bond furnished in the contest proceedings.
- (c) **Evidence of Payment.** Mortgagor shall upon demand furnish to Mortgagee satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Mortgagee at any time a written statement of the taxes and assessments against the Property.
- (d) **Notice of Construction.** Mortgagor shall notify Mortgagee at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Mortgagor will upon request of Mortgagee furnish to Mortgagee advance assurances satisfactory to Mortgagee that Mortgagor can and will pay the cost of such improvements.

8. **PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

- (a) **Maintenance of Insurance.** Mortgagor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Mortgagee. Mortgagor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Mortgagee may request with Mortgagee being named as additional insureds in such liability insurance policies. Additionally, Mortgagor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Mortgagee may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of thirty (30) days' prior written notice to Mortgagee and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Mortgagee will not be impaired in any way by any act, omission or default of Mortgagor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Mortgagee that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Mortgagee, and to maintain such insurance for the term of the loan.
- (b) **Application of Proceeds.** Mortgagor shall promptly notify Mortgagee of any loss or damage to the Property. Mortgagee may make proof of loss if Mortgagor fails to do so within fifteen (15) days of the casualty. Whether or not Mortgagor's security is impaired, Mortgagee may, at Mortgagee's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Mortgagee elects to apply the proceeds to restoration and repair, Mortgagor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Mortgagee. Mortgagee shall, upon satisfactory proof of such expenditure, pay or reimburse Mortgagor from the proceeds for the reasonable cost of repair or restoration if Mortgagor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Mortgagee has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Mortgagee under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Mortgagee holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Mortgagor as Mortgagor's interests may appear.

- (c) **Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

9. **MORTGAGEE'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Mortgagee's interest in the Property or if Mortgagor fails to comply with any provision of this Mortgage or any Loan Documents, including but not limited to Mortgagor's failure to discharge or pay when due any amounts Mortgagor is required to discharge or pay under this Mortgage or any Loan Documents, Mortgagee on Mortgagor's behalf may (but shall not be obligated to) take any action that Mortgagee deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Mortgagee for such purposes will then bear interest at the rate highest rate charged under the Note from the date incurred or paid by Mortgagee to the date of repayment by Mortgagor. All such expenses will become a part of the Indebtedness and, at Mortgagee's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Property also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Mortgagee may be entitled upon Default.

10. **WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

- (a) **Title.** Mortgagor warrants that: (a) Mortgagor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Mortgagee in connection with this Mortgage, and (b) Mortgagor has the full right, power, and authority to execute and deliver this Mortgage to Mortgagee.
- (b) **Defense of Title.** Mortgagor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Mortgagor's title or the interest of Mortgagee under this Mortgage, Mortgagor shall defend the action at Mortgagor's expense. Mortgagor may be the nominal party in such proceeding, but Mortgagee shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Mortgagee's own choice, and Mortgagor will deliver, or cause to be delivered, to Mortgagee such instruments as Mortgagee may request from time to time to permit such participation.

- (c) **Compliance With Laws.** Mortgagor warrants that the Property and Mortgagor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.
- (d) **Survival of Representations and Warranties.** All representations, warranties, and agreements made by Mortgagor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Mortgagor's Indebtedness shall be paid in full.

11. **CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

- (a) **Proceedings.** If any proceeding in condemnation is filed, Mortgagor shall promptly notify Mortgagee in writing, and Mortgagor shall promptly take such steps as may be necessary to defend the action and obtain the award. Mortgagor may be the nominal party in such proceeding, but Mortgagee shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Mortgagor will deliver or cause to be delivered to Mortgagee such instruments and documentation as may be requested by Mortgagee from time to time to permit such participation.
- (b) **Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or transaction in lieu of condemnation, Mortgagee may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Mortgagee in connection with the condemnation.

12. **IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

- (a) **Current Taxes, Fees and Charges.** Upon request by Mortgagee, Mortgagor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Mortgagee to perfect and continue Mortgagee's lien on the Real Property. Mortgagor shall reimburse Mortgagee for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.
- (b) **Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Mortgagor which Mortgagor is authorized or required to deduct from payments on the Indebtedness

secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Mortgagee or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Mortgagor.

- (c) **Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Mortgagee may exercise any or all of its available remedies for an Event of Default as provided below unless Mortgagor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Mortgagee cash or a sufficient corporate surety bond or other security satisfactory to Mortgagee.

13. **SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

- (a) **Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures or other Personal Property, and Mortgagee shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.
- (b) **Security Interest.** In addition to recording this Mortgage in the real property records, Mortgagee may, at any time and without further authorization from Mortgagor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Mortgagor shall reimburse Mortgagee for all expenses incurred in perfecting or continuing this security interest. Upon default, Mortgagor shall assemble the Personal Property in a manner and at a place reasonably convenient to Mortgagor and Mortgagee and make it available to Mortgagee within three (3) days after receipt of written demand from Mortgagee.
- (c) **Addresses.** The mailing addresses of Mortgagor (debtor) and Mortgagee (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

14. **FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

- (a) **Further Assurances.** At any time, and from time to time, upon request of Mortgagee, Mortgagor will make, execute and deliver, or will cause to be made, executed or delivered, to Mortgagee or to Mortgagee's designee, and when requested by Mortgagee, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Mortgagee may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of

Mortgagee, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Mortgagor's obligations under the Note, this Mortgage, and the Loan Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Mortgagor. Unless prohibited by law or Mortgagee agrees to the contrary in writing, Mortgagor shall reimburse Mortgagee for all costs and expenses incurred in connection with the matters referred to in this paragraph.

- (b) **Attorney-in-Fact.** If Mortgagor fails to do any of the things referred to in the preceding paragraph, Mortgagee may do so for and in the name of Mortgagor and at Mortgagor's expense. For such purposes, Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Mortgagee's sole opinion, to accomplish the matters referred to in the preceding paragraph.

- 15. **FULL PERFORMANCE.** If Mortgagor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Mortgagor under this Mortgage, Mortgagee shall execute and deliver to Mortgagor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Mortgagee's security interest in the Rents and the Personal Property. Mortgagor will pay, if permitted by applicable law, any reasonable termination fee as determined by Mortgagee from time to time.

- 16. **EVENTS OF DEFAULT.** Each of the following, at Mortgagee's option, shall constitute an Event of Default under this Mortgage:

- (a) **Payment Default.** Mortgagor fails to make any payment when due under the Indebtedness.
- (b) **Default on Other Payments.** Failure of Mortgagor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.
- (c) **Other Defaults.** Mortgagor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the other Loan Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Mortgagee and Mortgagor.
- (d) **Default in Favor of Third Parties.** Should Mortgagor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect the Property or Mortgagor's ability to repay the Indebtedness or Mortgagor's ability to perform Mortgagor's obligations under this Mortgage.

- (e) **False Statements.** Any warranty, representation or statement made or furnished to Mortgagee or Mortgagor or on Mortgagor's behalf under this Mortgage, the Note, or the other Loan Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.
- (f) **Defective Collateralization.** This Mortgage or any of the Loan Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.
- (g) **Sale or Transfer.** The sale or transfer, without Mortgagee's prior written consent, of all or any part of the Property, or any other interest in the Property.
- (h) **Dissolution or Insolvency.** The dissolution or termination of Mortgagor's existence as a going business, the insolvency of Mortgagor, the appointment of a receiver for any part of Mortgagor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Mortgagor.
- (i) **Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Mortgagor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Mortgagor's accounts, including deposit accounts, with Mortgagee. However, this Event of Default shall not apply if there is a good faith dispute by Mortgagor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Mortgagor gives Mortgagee written notice of the creditor or forfeiture proceeding and deposits with Mortgagee monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Mortgagee, in its sole discretion, as being an adequate reserve or bond for the dispute.
- (j) **Breach of Other Agreement.** Any breach by Mortgagor under the terms of any other agreement between Mortgagor and Mortgagee that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Mortgagor to Mortgagee, whether existing now or later.
- (k) **Adverse Change.** A material adverse change occurs in Mortgagor's financial condition, or Mortgagee believes the prospect of payment or performance of the Indebtedness is impaired.
- (l) **Insecurity.** Mortgagee in good faith believes itself insecure.

17. **RIGHT TO CURE.** If any default is curable and Mortgagor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Mortgagor, after Mortgagee sends written notice demanding cure of such failure: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Mortgagee deems in Mortgagee's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical, but in any event within ninety (90) calendar days.
18. **RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Mortgagee, at Mortgagee's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:
- (a) **Accelerate Indebtedness.** Mortgagee shall have the right at its option without notice to Mortgagor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Mortgagor would be required to pay.
 - (b) **UCC Remedies.** With respect to all or any part of the Personal Property, Mortgagee shall have all the rights and remedies of a secured party under the Uniform Commercial Code.
 - (c) **Collect Rents.** Mortgagee shall have the right, without notice to Mortgagor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Mortgagee's costs, against the Indebtedness. In furtherance of this right, Mortgagee may require any tenant or other user of the Property to make payments of rent or use fees directly to Mortgagee. If the Rents are collected by Mortgagee, then Mortgagor irrevocably designates Mortgagee as Mortgagor's attorney-in-fact to endorse instruments received in payment thereof in the name of Mortgagor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Mortgagee in response to Mortgagee's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Mortgagee may exercise its rights under this subparagraph either in person, by agent, or through a receiver.
 - (d) **Appoint Receiver.** Mortgagee shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness.

by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver.

- (e) **Judicial Foreclosure.** Mortgagee may obtain a judicial decree foreclosing Mortgagor's interest in all or any part of the Property.
- (f) **Nonjudicial Sale under Power of Sale.** Mortgagee may sell the Property at public outcry to the highest bidder for cash in front of the Courthouse door in the county where the Property is located, either in person or by auctioneer, after having first giving notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the premises so purchased. Mortgagee may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. At the foreclosure sale, the Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Mortgagee may elect.
- (g) **Deficiency Judgment.** If permitted by applicable law, Mortgagee may obtain a judgment for any deficiency remaining in the Indebtedness due to Mortgagee after application of all amounts received from the exercise of the rights provided in this section.
- (h) **Tenancy at Sufferance.** If Mortgagor remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the Property upon default of Mortgagor, Mortgagor shall become a tenant at sufferance of Mortgagee or the purchaser of the Property and shall, at Mortgagee's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Mortgagee.
- (i) **Other Remedies.** Mortgagee shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.
- (j) **Sale of the Property.** To the extent permitted by applicable law, Mortgagor hereby waives any and all right to have the property marshaled. In exercising its rights and remedies, Mortgagee shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Mortgagee shall be entitled to bid at any public sale on all or any portion of the Property.
- (k) **Notice of Sale.** Mortgagee shall give Mortgagor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

- (l) **Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Mortgagee to pursue any remedy will not bar any other remedy, and an election to make expenditures or to take action to perform an obligation of Mortgagor under this Mortgage, after Mortgagor's failure to perform, shall not affect Mortgagee's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Mortgagee following an Event of Default, or in any way to limit or restrict the rights and ability of Mortgagee to proceed directly against Mortgagor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.
- (m) **Attorneys' Fees; Expenses.** If Mortgagee institutes any suit or action to enforce any of the terms of this Mortgage, Mortgagee shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Mortgagee incurs that in Mortgagee's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the highest rate set forth in the Note from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Mortgagee's reasonable attorneys' fees and Mortgagee's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagor also will pay any court costs, in addition to all other sums provided by law.

19. **ARBITRATION.** Any claim, dispute or other matter in controversy arising out of or related to this Agreement, or the breach of any provision hereof or thereof, shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the following:

- (a) **Judgment.** Judgment on the award rendered by the arbitrator(s) shall be in writing and may be entered in any court of competent jurisdiction.
- (b) **Joinder of Claims.** If a claim, dispute, or other matter in controversy between Mortgagee and Mortgagor is to be decided by arbitration, Mortgagee and Mortgagor shall join and consolidate all of their claims and defenses in a single arbitration proceeding.

- (c) **Forum.** The forum for any arbitration between the Mortgagee and the Mortgagor shall be in the City of Jackson, Hinds County, Mississippi.
 - (d) **Foreclosures.** Nothing in this provision shall limit the right of Mortgagee to foreclose against or sell any real or personal property Collateral or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any arbitration. At Mortgagee's option, foreclosure under any security instrument may be accomplished either by exercise of power of sale or other self-help remedy authorized by applicable law or through judicial proceedings.
 - (e) **Fees, Costs and Expenses.** If the parties arbitrate a claim, dispute or other matter in controversy, the non-prevailing party in such proceedings shall pay the prevailing party's reasonable attorneys' fees, costs and expenses. If less than the full amount of such monetary claim is awarded, the claimant shall recover reasonable attorneys' fees (but no contingent fees) equal to the proportion of the amount awarded to the amount claimed, and the claimant shall pay the other party's reasonable attorneys' fees (but no contingent fees) equal to the proportion of the amount denied to the amount claimed.
20. **NOTICES.** Any notice required to be given under this Mortgage, including, without limitation, any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, one business day after deposit with a nationally recognized overnight courier, delivery fees prepaid, or, if mailed, three business days after deposit in the United States mail, as first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Mortgagor agrees to keep Mortgagee informed at all times of Mortgagor's current address.
21. **MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:
- (a) **Amendments.** This Mortgage, together with each of the Loan Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
 - (b) **Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.
 - (c) **Governing Law.** This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the State of Mississippi, except and

only to the extent of procedural matters related to the perfection and enforcement of Mortgagee's rights and remedies against the Property, which matters shall be governed by the laws of the State of Alabama. However, in the event that the enforceability or validity of any provision of this Mortgage is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Mortgagee in the State of Mississippi.

- (d) **No Waiver by Mortgagee.** Mortgagee shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Mortgagee. No delay or omission on the part of Mortgagee in exercising any right shall operate as a waiver of such right or any other right. A waiver by Mortgagee of a provision of this Mortgage shall not prejudice or constitute a waiver of Mortgagee's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Mortgagee, nor any course of dealing between Mortgagee and Mortgagor, shall constitute a waiver of any of Mortgagee's rights or of any of Mortgagor's obligations as to any future transactions. Whenever the consent of Mortgagee is required under this Mortgage, the granting of such consent by Mortgagee in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Mortgagee.
- (e) **Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.
- (f) **Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Mortgagee in any capacity, without the written consent of Mortgagee.
- (g) **Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Mortgagor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Mortgagor, Mortgagee, without notice to Mortgagor, may deal with Mortgagor's successors with reference to this

Mortgage and the Indebtedness by way of forbearance or extension without releasing Mortgagor from the obligations of this Mortgage or liability under the Indebtedness.

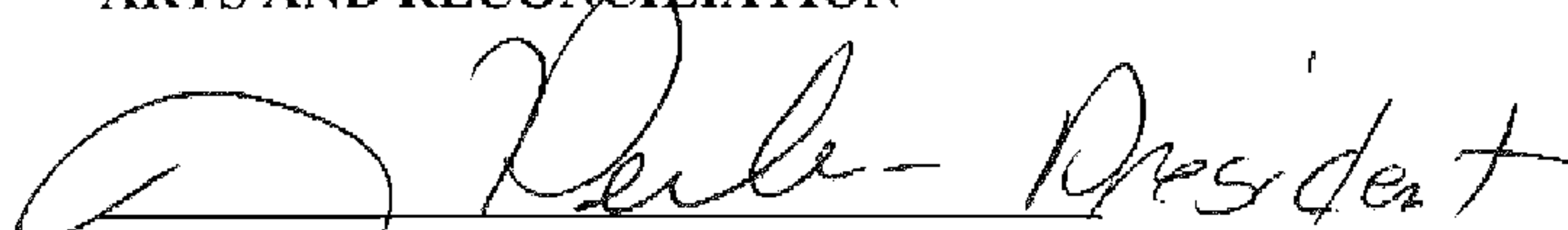
- (h) **Time is of the Essence.** Time is of the essence in the performance of this Mortgage.
- (i) **Waiver of Homestead Exemption and Other Rights.** Mortgagor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all Indebtedness secured by this Mortgage. Mortgagor also waives all rights of appraisement, sale and redemption under the laws of Alabama.

[SIGNATURE/ACKNOWLEDGMENT PAGE FOLLOWS]

MORTGAGOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND MORTGAGOR AGREES TO ITS TERMS. THIS MORTGAGE HAS BEEN EXECUTED ON THE 1st DAY OF SEPTEMBER, 2023, EFFECTIVE AS OF THE DATE FIRST SET FORTH ABOVE.

MORTGAGOR:

THE WALLACE CENTER FOR
ARTS AND RECONCILIATION


Theoangelo Perkins, President

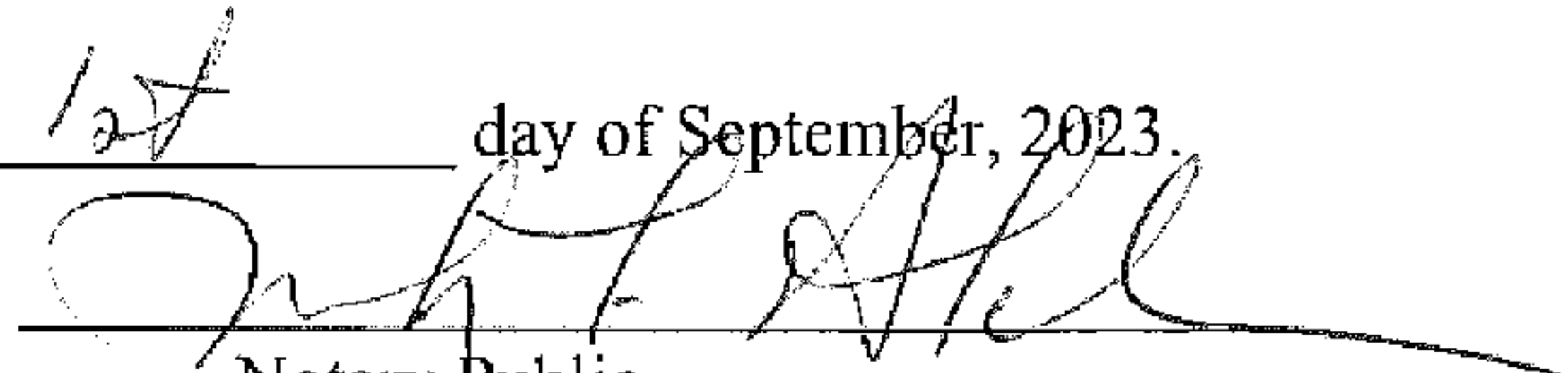
ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Theoangelis Perkins, whose name as President of The Wallace Center for Arts and Reconciliation, an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Mortgage, he as such manager and with full authority, executed the same voluntarily as and for the act of said nonprofit corporation.

Given under my hand and seal this 1st day of September, 2023.


Notary Public

My commission expires:

[SEAL]

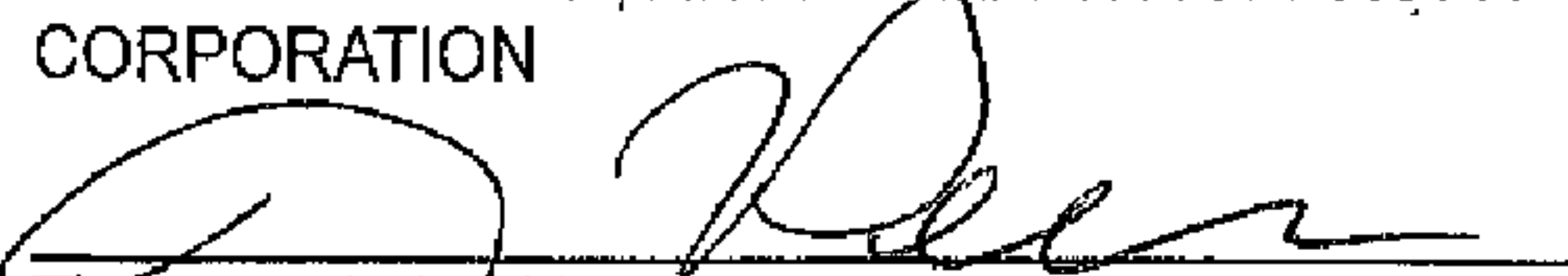


EXHIBIT "A"

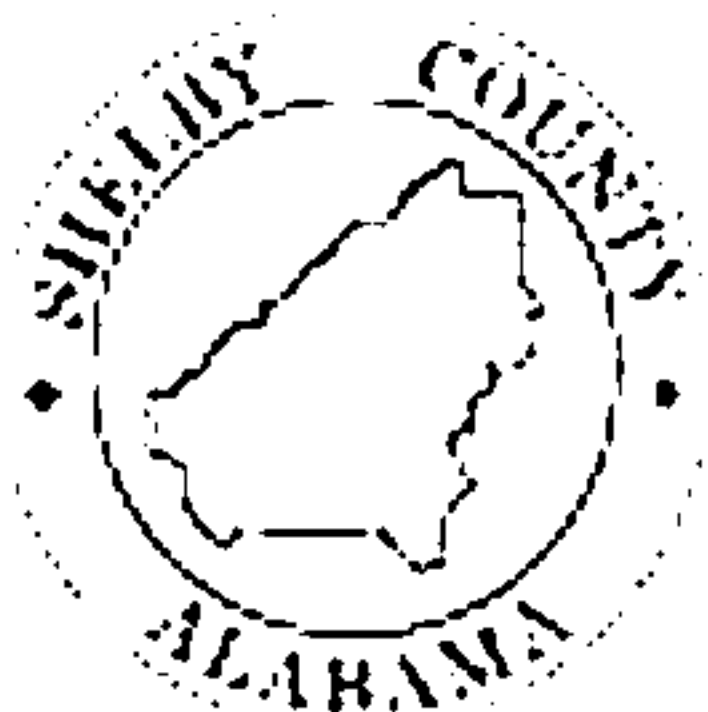
A tract of land, lying in Section 8, Township 20 South, Range 2 East, Shelby County, Alabama, being more particularly described as follows:

Begin at a 1/2-inch rebar found and locally accepted to be the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 8; thence run North 89 degrees 35 minutes 16 seconds West along the South line of said Section 8 for a distance of 1321.58 feet to a 1/2-inch open top pipe found, locally accepted to be the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 8; thence run North 89 degrees 31 minutes 52 seconds West, continuing along the South line of said Section 8, for a distance of 1299.44 feet to a set 5/8-inch rebar stamped "Clinkscales" on the East right of way margin of Dead Hollow Road South (60-foot right of way); thence run along said right of way for the following twelve calls: run thence North 08 degrees 06 minutes 26 seconds East for a distance of 261.43 feet to a point on a curve to the left, having a radius of 1230.00 feet, a chord bearing of North 03 degrees 57 minutes 35 seconds East, and a chord length of 177.91 feet; thence run along the arc of said curve for a distance of 178.07 feet to a point; thence run North 00 degrees 11 minutes 15 seconds West for a distance of 220.00 feet to a point on a curve to the right, having a radius of 570.00 feet, a chord bearing of North 06 degrees 33 minutes 16 seconds East, and a chord length of 133.83 feet; thence run along the arc of said curve for a distance of 570.00 feet to a point of reverse curve to the left, having a radius of 780.00 feet, a chord bearing of North 05 degrees 29 minutes 11 seconds East and a chord length of 211.98 feet; thence run along the arc of said curve for a distance of 212.64 feet to a point of reverse curve to the right, having a radius of 1170.00 feet, a chord bearing of North 03 degrees 30 minutes 15 seconds East, and a chord length of 237.60 feet; thence run along the arc of said curve for a distance of 238.01 feet to a point of reverse curve to the left, having a radius of 180.00 feet, a chord bearing of North 06 degrees 50 minutes 09 seconds West, and a chord length of 100.24 feet; thence run along the arc of said curve for a distance of 101.59 feet to a point; thence run North 23 degrees 00 minutes 14 seconds West for a distance of 75.00 feet to a point on a curve to the right, having a radius of 170.00 feet, a chord bearing of North 06 degrees 09 minutes 18 seconds East, and a chord length of 165.66 feet; thence run along the arc of said curve for a distance of 173.03 feet to a point; thence run North 35 degrees 18 minutes 49 seconds East for a distance of 165.00 feet to a point on a curve to the left, having a radius of 290.00 feet, a chord bearing of North 27 degrees 26 minutes 02 seconds East, and a chord length of 79.52 feet; thence run along the arc of said curve for a distance of 79.77 feet to a point; thence run North 19 degrees 33 minutes 15 seconds East for a distance of 375.00 feet to a point; thence crossing said Dead Hollow Road South, run North 37 degrees 02 minutes 09 seconds West for a distance of 143.58 feet to a point on the East right of way margin of Hollow Drive (60-foot wide right of way), said point being on a curve to the right, having a radius of 695.00 feet, a chord bearing of North 18 degrees 47 minutes 16 seconds West, and a chord length of 707.56 feet; thence run along the arc of said curve and said right of way for a distance of 742.35 feet to a point of reverse curve to the left, having a radius of 780.00 feet, a chord bearing of North 05 degrees 38 minutes 03 seconds East, and a chord length of 167.87 feet; thence continue along said right of way and run along the arc of said curve for a distance of 168.20 feet to a point; thence continue along said right of way and run North 00 degrees 32 minutes 37 seconds West for a distance of 851.97 feet to a found 1/2-inch capped rebar stamped "SWH" on the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 8; thence leaving said right of way, run North 89 degrees 41 minutes 17 seconds East along said North line for a distance of 1300.24 feet to a found 1/2-inch rebar locally accepted to be the Northeast corner of said 1/4-1/4 Section; thence run South 01 degrees 32 minutes 16 seconds West along the East line of said 1/4-1/4 Section for a distance of 1319.13 feet to a found 1/2-inch rebar at the Northwest corner of the West 1/2 of the Southeast 1/4 of said Section 8; thence run North 89 degrees 34 minutes 44 seconds East along the North line of said West 1/2 of the Southeast 1/4 of said Section 8 for a distance of 833.40 feet to a found 1/2-inch capped rebar stamped "SWH"; thence continuing along said North line, run South 89 degrees 37 minutes 50 seconds East for a distance of 517.00 feet to a set 5/8-inch capped rebar stamped "Clinkscales" at the purported Northeast corner of the West 1/2 of the Southeast 1/4 of said Section 8; thence run South 00 degrees 27 minutes 15 seconds West along the East line of said West 1/2 for a distance of 1322.01 feet to a found 1/2-inch rebar; thence continuing along said East line, run South 00 degrees 26 minutes 52 seconds West for a distance of 61.35 feet to a set 5/8-inch capped rebar stamped "Clinkscales" on the North right of way margin of said Dead Hollow Road South; thence crossing said right of way, continue South 00 degrees 26 minutes 52 seconds West for a distance of 60.24 feet to a set 5/8-inch capped rebar stamped "Clinkscales" on the South right of way margin of said Dead Hollow Road South; thence continue South 00 degrees 26 minutes 52 seconds West along said East line of the West 1/2 of the Southeast 1/4 of said Section 8 for a distance of 1200.69 feet to the point of beginning.

THE WALLACE CENTER FOR ARTS AND
RECONCILIATION, AN ALABAMA NON-PROFIT
CORPORATION


Theoangelo Perkins
President


Barbara Adkins
Secretary



File No.: S-23-29292
AL Exhibit A Legal Description Buyer Signs

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/11/2023 02:30:48 PM
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