

This instrument was prepared by:
Alabama Farm Credit, ACA
300 2nd Avenue SW
Cullman, AL 35055

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

This Cross Collateralization and Cross-Default Agreement (the "Agreement"), dated effective for all purposes as of September 15, 2023, is made and entered into by and between **CHASE LAMBERT ZEEGERS** (the "Borrower"), and **ALABAMA FARM CREDIT, ACA**, for itself and as agent/nominee for others, being a federally chartered instrumentality that is part of the Farm Credit System, and affiliated institutions include, but are not limited to, Alabama Farm Credit, FLCA and/or Alabama Farm Credit, PCA, or their respective successors or assigns (the "Lender").

RECITALS:

A. On October 15, 2021, the borrower entered into that certain Promissory Note in favor of the Lender in the original principal amount of Sixty Three Thousand Six Hundred and No/100 Dollars (\$63,6000.00) ("Note 1"), which has been assigned Loan No. 5897360 and is secured by, among other things, that certain Mortgage and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument No. 20211018000504610 on October 18, 2021 ("Mortgage 1").

A. Simultaneously with the execution hereof, the Borrowers have entered into that certain Promissory Note in favor of the Lender in the original principal amount of One Hundred Nineteen Thousand Nine Hundred and No/100 Dollars (\$119,900.00) ("Note 2"), which has been assigned Loan 6308440, and is secured by, among other things, that certain Commercial Real Estate Mortgage from the Borrowers in favor of the Lender of even date therewith, and recorded in the Office of the Shelby County, Alabama Judge of Probate in Book _____, at Page _____ on September _____, 2023 ("Mortgage 2").

B. Simultaneously with the execution hereof, On September 15, 2023, the Borrower entered into that certain Promissory Note in favor of the Lender in the original principal amount of One Hundred Nineteen Thousand Nine Hundred and No/100 Dollars (\$119,900.00) ("Note 2"), which has been assigned Loan 6308440 and is secured by, among other things, that certain UCC-1 Financing Statement from the Borrowers, as Debtors, in favor of the Lender, as Secured Party, recorded in the Office of the Secretary of State of Alabama as filing number _____ ("Financing Statement 1").

C. Note 1, Financing Statement 1 and Note 2, as the same have been or may be amended, restated, modified or renewed from time to time, are hereinafter sometimes referred to

collectively herein as the "Notes". Mortgage 1, as the same may be amended, restated, modified or renewed from time to time, whether one or more, are hereinafter sometimes referred to as the "Mortgages". The Mortgages and any and all other liens, titles, mortgages, deed of trusts, security interests, financing statements or other encumbrances now or hereafter executed and/or delivered by any or all of the Borrowers in connection with the loans evidenced by the Notes, as the same have been or may be amended, restated, modified, continued or renewed from time to time, are hereinafter sometimes referred to collectively as the "Collateral Documents". The Notes, the Collateral Documents and any and all other documents, instruments, security agreements, assignments, certificates and agreements now or hereafter executed and/or delivered by any or all of the Borrowers in connection with the loans evidenced by the Notes, as the same may be amended, restated, modified or renewed from time to time, are hereinafter sometimes referred to collectively herein as the "Loan Documents".

D. The undersigned have agreed that the Loan Documents should be cross-collateralized, such that the real and personal property and other collateral described in each of the Collateral Documents shall serve as collateral for each of the Borrowers' respective obligations under the Loan Documents and that the Borrowers' failure to perform their respective obligations under any one (1) or more of the Loan Documents shall constitute a default with respect to all of the Loan Documents.

AGREEMENT:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. The Recitals set forth above are true and correct, are made a part hereof and incorporated herein by reference.

2. Borrowers and Lender hereby acknowledge and agree that, notwithstanding any provision of the Loan Documents to the contrary, all of the real and personal property and other collateral described in any or all of the Collateral Documents shall secure any and all obligations of any or all of the Borrowers to the Lender as evidenced by the Loan Documents and that any proceeds of any such collateral may be applied to any such obligations as the Lender may determine in their sole and absolute discretion.

3. Borrowers and Lender hereby further acknowledge and agree that, notwithstanding any provision of the Loan Documents to the contrary, any default in payment or other breach by any or all of the Borrowers under any or all of the Loan Documents shall constitute a default under each of the Loan Documents and shall entitle the Lender to pursue any and all remedies set forth therein.

4. This Agreement does not constitute an accord and satisfaction, the creation of a new debt or the extinguishment of the debt evidenced by any of the Notes, nor will it in any way affect or impair the lien and security interest created and evidenced by any of the Collateral Documents. The undersigned hereby agree that the liens and security interests created by virtue of the Collateral Documents shall continue to be in full force and effect, unaffected and unimpaired by this Agreement and that such liens and security interests shall so continue in their respective priorities until the debt

secured by each of the Notes is fully discharged. Nothing contained herein shall be construed to be a novation of any of the Loan Documents or to alter or affect the priority of the title, lien, security interest or encumbrance created by the Collateral Documents, it being the expressly declared intention of the parties that no novation of the Loan Documents be created hereby.

5. Nothing herein contained shall be construed to satisfy or impair any of the obligations, liabilities or indebtedness of any or all of the Borrowers arising under or by virtue of any of the Loan Documents; to the contrary, the Borrowers hereby covenant and agree that the Loan Documents as modified and amended hereby shall be and remain in full force and effect. As an inducement for the Lender to enter into this Agreement, the Borrowers hereby further covenant, warrant and represent unto the Lender that the Loan Documents as modified and amended hereby are and shall be and remain the legal, valid and binding obligation of the Borrowers enforceable in accordance with their respective terms, and Borrowers further covenant, warrant and represent unto the Lender that the Collateral Documents are and shall be and remain legal, valid, binding and enforceable liens in their respective priorities upon the real estate more particularly described therein, free and clear of any and all liens and encumbrances whatsoever except for ad valorem taxes for the current year which are not yet due and payable and any other encumbrances which were disclosed to and approved by the Lender, respectively, at the time of the consummation of the loans evidenced by the Notes and secured by the Collateral Documents or otherwise permitted by the Loan Documents or consented to by the Lender, as applicable. Borrowers further covenant, warrant and represent unto the Lender that so far as they know, they have not committed or suffered to exist any default under the terms and provisions of the Loan Documents.

6. Except as expressly set forth herein, all other terms of the loans evidenced by the Notes and secured by the Collateral Documents shall remain in full force and effect and unmodified and the Loan Documents, as amended hereby, are hereby ratified, confirmed and approved in all respects and shall continue to be secured by, among other things, the Collateral Documents.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereof and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

[EXECUTION ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the day and year first above written.

BORROWERS:

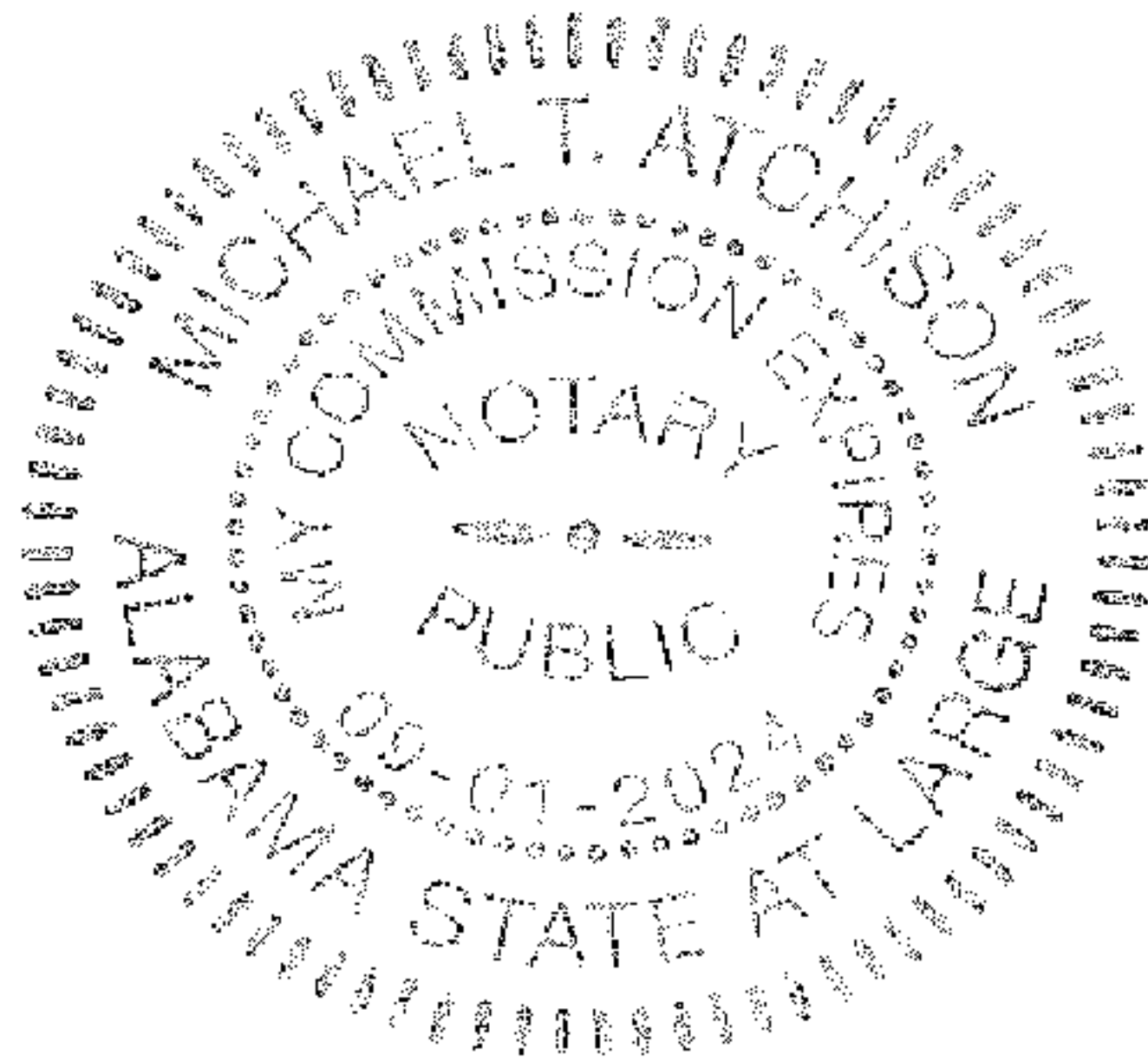

CHASE LAMBERT ZEEGERS

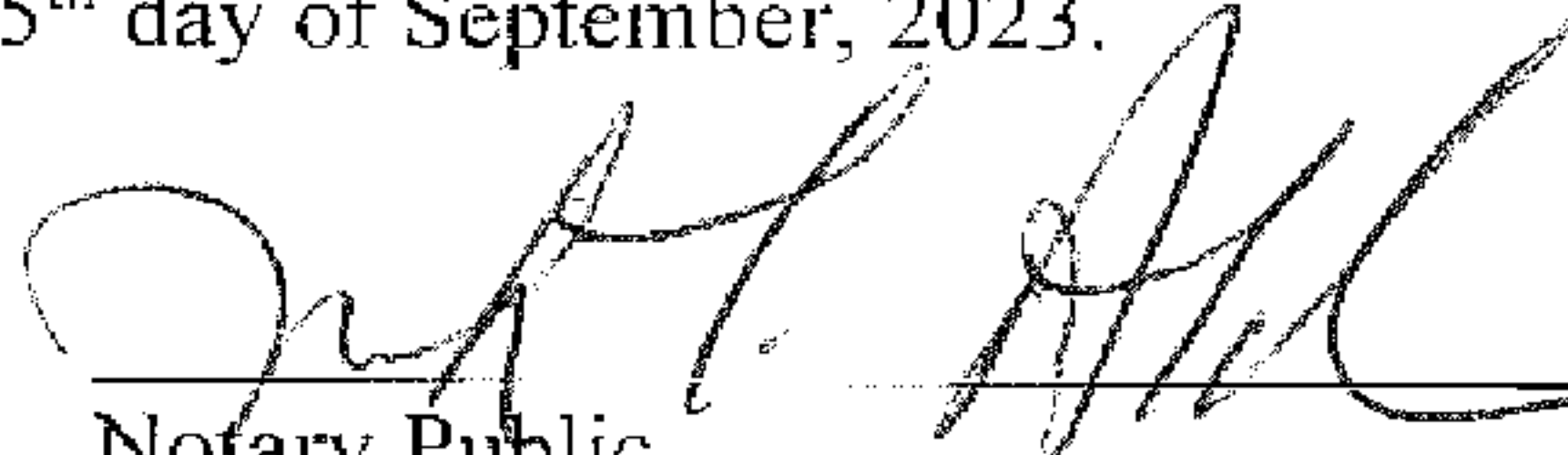
STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **CHASE LAMBERT ZEEGERS** whose name 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 the instrument, he executed the same voluntarily on the date of this notary acknowledgement.

Given under my hand and official seal this 15th day of September, 2023.

(SEAL)




Notary Public
My commission expires: 9-1-24

LENDER:

ALABAMA FARM CREDIT, ACA

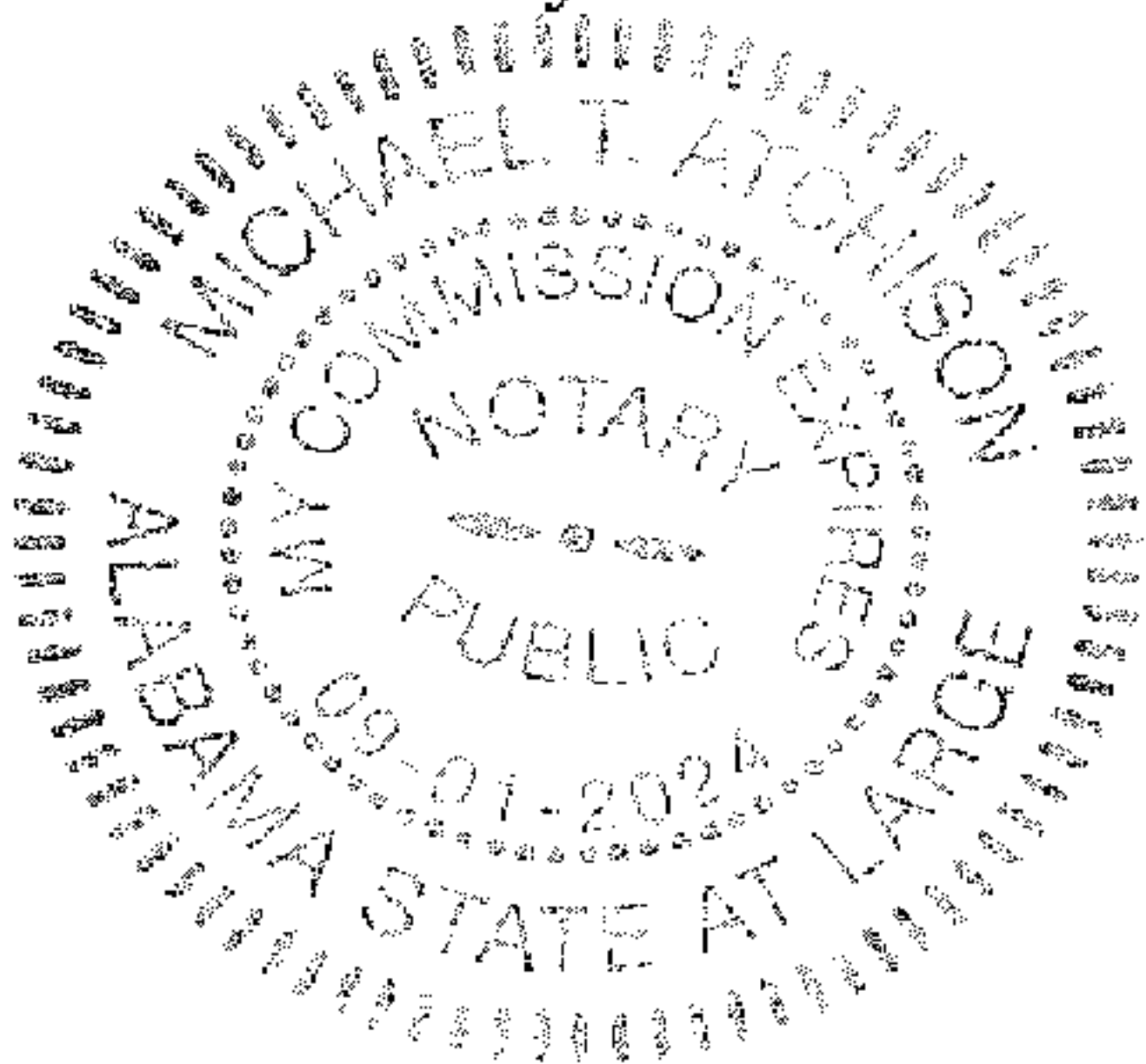
By: 
Brittany Smith
Its Loan Officer


STATE OF ALABAMA)
COUNTY OF SHELBY)

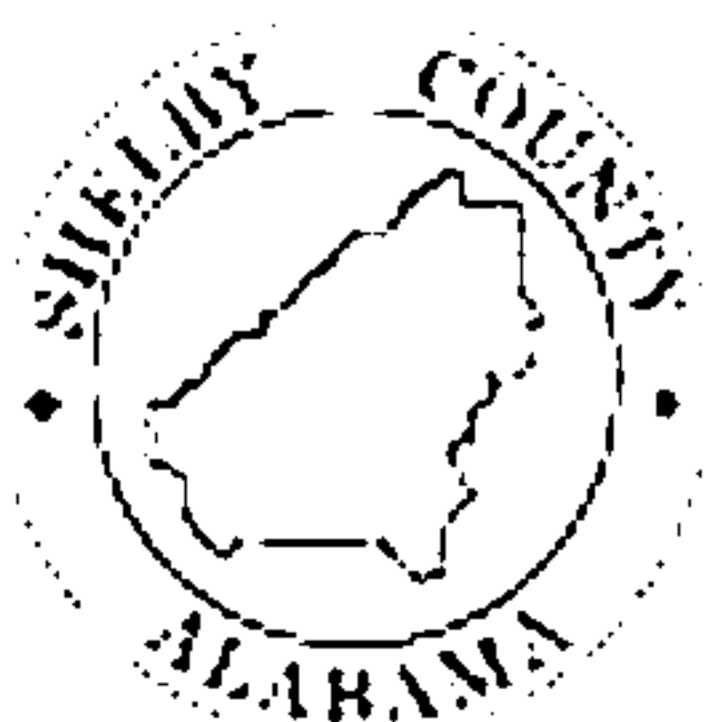
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas Hays, whose name as Vice President and Branch Manager of **ALABAMA FARM CREDIT, ACA**, a federally chartered instrumentality that is part of the Farm Credit System, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said instrumentality.

Given under my hand this the 15th day of September, 2023.

(SEAL)




Notary Public
My commission expires: 9-1-24



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/19/2023 08:01:57 AM
\$34.00 JOANN
20230919000279950

Allen S. Bayl